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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF KERN**

ALEXANDER KNOPPER,

Plaintiff,

vs.

CALCANNA CC, INC.; DE Y. ZHONG;  
and DOES 1 to 25, inclusive,

Defendants.

) CASE NO.: BCV-22-100782

) **COMPLAINT FOR DAMAGES FOR:**

- ) **1) FAILURE TO COMPENSATE FOR**  
) **ALL HOURS WORKED;**  
) **2) FAILURE TO PAY MINIMUM**  
) **WAGES;**  
) **3) FAILURE TO PAY OVERTIME;**  
) **4) FAILURE TO PROVIDE**  
) **ACCURATE ITEMIZED WAGE**  
) **STATEMENTS;**  
) **5) FAILURE TO PAY WAGES WHEN**  
) **EMPLOYMENT ENDS;**  
) **6) FAILURE TO PAY WAGES OWED**  
) **EVERY PAY PERIOD;**  
) **7) VIOLATION OF LABOR CODE**  
) **SECTION 558;**  
) **8) FAILURE TO MAINTAIN**  
) **ACCURATE RECORDS;**  
) **9) FAILURE TO GIVE REST BREAKS;**  
) **10) FAILURE TO GIVE MEAL BREAKS**  
) **11) PRIVATE ATTORNEYS GENERAL**  
) **ACT ("PAGA");**  
) **12) FAILURE TO REIMBURSE FOR**  
) **BUSINESS EXPENSES;**  
) **13) RETALIATION IN VIOLATION OF**  
) **LABOR CODE SECTION 1102.5;**  
) **14) WRONGFUL TERMINATION IN**  
) **VIOLATION OF PUBLIC POLICY;**  
) **15) VIOLATION OF CALIFORNIA**  
) **BUSINESS AND PROFESSIONS**  
) **CODE SECTION 17200.**

) **DEMAND FOR JURY TRIAL**

COMES NOW Plaintiff, ALEXANDER KNOPPER (hereinafter “Plaintiff”), and  
alleges as follows:

**PARTIES, JURISDICTION, VENUE**

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Kern in this judicial district because Defendants CALCANNA CC, INC.; DE Y. ZHONG and DOES 1 to 25, inclusive, do business in the County of Kern and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Kern is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

2. Plaintiff is a male resident of the State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant CALCANNA CC, INC. is and was a California corporation, doing business in Kern County, California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant DE Y ZHONG is a male resident of the County of Kern, State of California, and an owner, director, officer, and/or managing agent of Defendant CALCANNA CC, INC. Plaintiff is informed and believes and thereon alleges that DE Y. ZHONG managed and was directly involved in the day-to-day operations of CALCANNA CC, INC. and is being included in this lawsuit pursuant to Labor Code Section 558.1 because he personally controlled the wages, hours, and/or working conditions of Plaintiff and other non-exempt, hourly employees. Defendants CALCANNA CC, INC. and DE Y. ZHONG are collectively referred to herein as “CALCANNA” or “Defendant(s)”.

5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible for the conduct alleged herein. Upon discovering the true names and capacities of these

1 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and  
2 capacities of these fictitiously named defendants.

3 6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of  
4 that information and belief, alleges that at all times herein mentioned, each of the remaining  
5 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and  
6 under the authority of their agency, employment, or representative capacity, with the consent of  
7 his/her codefendants.

### 8 **GENERAL ALLEGATIONS**

9 7. Plaintiff started working for CALCANNA on or around April 5, 2021 as Director of  
10 Sales & Marketing.

11 8. Plaintiff's employment ended on or around September 23, 2021.

12 9. During his tenure, Plaintiff was classified as an hourly, non-exempt employee and  
13 earned \$20 per hour plus \$5 per pound in commission.

14 10. CALCANNA has committed numerous labor code and other legal violations against  
15 Plaintiff and other similarly situated aggrieved employees, including all hourly, non-exempt  
16 employees who worked for CALCANNA at any of their California locations:

17 11. CALCANNA did not provide Plaintiff and other similarly situated aggrieved  
18 employees with the minimum wages to which they were entitled for all work performed and as  
19 such did not compensate Plaintiff and others for all hours worked at the minimum wage rate  
20 pursuant to California Labor Code sections 1194, 1197 and 1197.1. This is so because the  
21 company had a policy of rounding down employee hours to the detriment of the employees,  
22 which resulted in employees such as Plaintiff not being paid for all hours worked. In addition,  
23 Plaintiff was not paid for his travel time, including the drive from the Pasadena office (his first  
24 check-in location) to the California City main office (second location). In addition, Plaintiff  
25 worked approximately 5 hours per week "off the clock" and without being clocked in. In fact,  
26 direct supervisor/managing director, Stephen Schlett, would consistently call Plaintiff on his  
27 personal cell phone after work hours to discuss work-related issues. Moreover, and to the  
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1 extent Plaintiff worked through his meal periods and was not compensated for that time since  
2 the company deducted the 30-minutes as a matter of company policy, CALCANNA would  
3 have violated California's minimum wage laws.

4 12. Due to the above "off the clock" violations, including the time shaving/rounding,  
5 CALCANNA also violated Labor Code §510 because it failed to pay Plaintiff and other  
6 similarly situated aggrieved employees the correct amount of overtime, even though they  
7 worked more than 8 hours per day and/or 40 hours per week throughout their employment.  
8 Furthermore, CALCANNA did not include bonuses and other forms of additional  
9 compensation in calculating the correct regular rate of pay for purposes of then calculating the  
10 correct overtime rate of pay. In fact, Plaintiff's paystub for the pay period August 23, 2021,  
11 through September 5, 2021 includes a \$390.00 "bonus" payment with no concomitant increase  
12 in the overtime rate of pay.

13 13. CALCANNA violated Labor Code § 226.7 and the applicable Industrial Welfare  
14 Commission Wage Order (no. 4) because it failed to provide Plaintiff and other similarly  
15 situated aggrieved employees 10-minute rest periods for every four hours of work, or majority  
16 portion thereof, throughout their employment. CALCANNA did not completely relieve  
17 Plaintiff of all duty during said rest periods. CALCANNA did not pay to Plaintiff one  
18 additional hour of pay at Plaintiff's regular rate of compensation for each workday that one or  
19 more statutory rest periods was not provided. It was not part of the company policy and culture  
20 for employees such as Plaintiff and others to take rest breaks. The opportunity to take  
21 uninterrupted, statutory rest breaks was not available. As such, the culture and environment at  
22 CALCANNA did not lend itself to the employees receiving statutory breaks wherein they were  
23 relieved of all work duties. It was the normal practice and custom of CALCANNA not to  
24 authorize, permit, and enforce timely statutory rest periods.

25 14. CALCANNA violated Labor Code §§ 512 and 226.7 and the applicable Industrial  
26 Welfare Commission Wage Order (no. 4) because it failed to provide Plaintiff and other similarly  
27 situated aggrieved employees the requisite 30-minute, uninterrupted meal periods for every five  
28 (5) hours of work (and before the fifth hour) throughout their employment, and Plaintiff did not

1 validly waive said meal periods. CALCANNA did not completely relieve Plaintiffs of all duties  
2 during said meal periods. CALCANNA did not pay to Plaintiff one additional hour of pay at  
3 Plaintiff's regular rate of compensation for each workday that one or more statutory meal periods  
4 was not provided. If Plaintiff was able to get a meal period, it would be late and after the 5<sup>th</sup> hour  
5 worked.

6 15. In addition, if Plaintiff was somehow able to get a timely, statutory meal break, it would  
7 be interrupted by work obligations. Like the rest breaks, receiving a timely, thirty-minute  
8 uninterrupted meal break was not part of the company culture and was not enforced by  
9 CALCANNA. It was the normal practice and custom of CALCANNA not to authorize, permit,  
10 and enforce timely statutory meal periods. In fact, Plaintiff was bluntly and clearly told by Office  
11 Administrator Eric Huong that meal breaks would be entered manually by management even if  
12 Plaintiff did not take a meal break and did not indicate that he took a meal break on his time  
13 sheets. As such, throughout his tenure, Plaintiff was forced to in fact put down that he received  
14 a thirty-minute meal period because he was told that it would be put down anyways even if he  
15 did not do so. For his last paycheck, Plaintiff did not input that he had received meal breaks on  
16 his timesheet, but it was added by the company just as Mr. Huong stated it would be.

17 16. Furthermore, during the relevant time period, and due to the above labor code  
18 violations, CALCANNA failed to pay Plaintiff and other similarly situated aggrieved  
19 employees all wages due to them within any time period specified by California Labor Code  
20 section 204. CALCANNA was also in violation of California Labor Code section 226(a) by  
21 failing to include pertinent information on the wage statements, including but not limited to,  
22 the correct hourly rate, all hours worked, overtime hours worked, correct overtime pay, gross  
23 wages earned, net wages earned, premium pay for missed meal and rest breaks, all deductions,  
24 the correct start and end of the pay period, all employee identifying information, the correct  
25 name and address of the legal employer, and reimbursement for business expenses, among  
26 others. As such, CALCANNA did not provide Plaintiff and other similarly situated aggrieved  
27 employees with complete, accurate itemized wage statements.  
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1 17. CALCANNA violated Labor Code § 203 because it willfully failed to pay Plaintiff and  
2 other similarly situated aggrieved employees earned and due wages upon separation of  
3 employment, either immediately upon involuntary termination, or within 72 hours of  
4 resignation. These earned but unpaid wages include the unpaid minimum wages/compensation  
5 for all hours worked, overtime, premium pay for missed meal and rest breaks, and business  
6 expense reimbursement, among others. In fact, and due to the aforementioned violations,  
7 Plaintiff did not receive his full and complete final paycheck, including his accrued PTO hours.  
8 Moreover, Plaintiff was not paid his earned commissions, including his commission on a  
9 \$7000 trimmer that he had sold.

10 18. During the relevant time period, CALCANNA also failed to keep accurate and complete  
11 payroll records showing the correct wages paid to Plaintiff and other aggrieved employees  
12 pursuant to California Labor Code sections 1174(d).

13 19. Alternatively, during the relevant time period, Plaintiff and other aggrieved employees  
14 incurred necessary, business-related expenses and costs that were not reimbursed by  
15 CALCANNA. These costs include, but are not limited to, the use of personal cell phones for  
16 work purposes as well as mileage reimbursement for use of personal vehicles for work  
17 purposes. In fact, the company refused to reimburse Plaintiff his mileage/gas because he was  
18 driving a rental for a short period of time due to his own vehicle being involved in accident.  
19 Moreover, per company policy, employees were to be reimbursed for business expenses only  
20 after the initial 90-day probationary period, which is contrary to California law. Employees  
21 must be reimbursed for all business expenses incurred no matter how long they have worked  
22 for the company. Accordingly, CALCANNA was in violation of California Labor Code  
23 sections 2800 and 2802.

24 20. Furthermore, CALCANNA violated the applicable Industrial Welfare Commission  
25 Wage Order (Wage Order 4, Section 14(b)) in that there was no proper suitable seating/break  
26 area for employees. Moreover, CALCANNA failed to provide Worker's Compensation  
27 coverage for Plaintiff and other aggrieved employees in violation of Labor Code Section  
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3700.5 and also failed to provide sick pay in violation of Labor Code Sections 232 and 246.

21. In addition, Plaintiff would also have claims against CALCANNA pursuant to California Labor Code Section 1102.5 and for wrongful termination in violation of public policy.

22. This is so because Plaintiff consistently complained to direct supervisor/managing director Stephen Schlett about illegal conduct at the workplace and in fact Plaintiff had complained just one week prior to his termination. Plaintiff complained about various illegal things, including fraudulent sales practices in that Plaintiff was directed and forced to represent to buyers that the marijuana flowers/plants he was selling were cultivated indoors when in fact it was a mixed light license. Plaintiff also complained about the fact that the company was selling moldy products to consumers. Furthermore, the company had converted an indoor office into a nursery which would regularly be sprayed with pesticide and dangerous chemicals. Plaintiff and others would have to engage in roundtable meetings in this office nursery setting with dangerous pesticides floating around in the air. Plaintiff also complained about the latter. Not surprisingly, on or around September 23, 2021, CALCANNA terminated Plaintiff's employment due to his consistent complaints about illegal and unethical conduct in the workplace in violation of Labor Code section 1102.5

### **FIRST CAUSE OF ACTION**

#### **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

**(California Industrial Welfare Commission Order 4-2001, California Code of Regulations Title 8 Section 11040, and California Labor Code Section 1198)**

**(Plaintiff against all named defendants and all DOE defendants)**

23. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 22, inclusive, of this Complaint as though fully set forth herein.

24. At all times relevant herein, Defendants were required to compensate their employees for all hours worked upon reporting for work at the appointed time stated by the employer pursuant to Industrial Welfare Commission Order 4-2001, California Code of Regulations, Title 8, Section 11040.

1 25. For the three (3) years preceding filing of this action, Defendants failed to compensate  
2 Plaintiff for all hours worked.

3 26. Under the aforementioned wage order and regulations, Plaintiff is to recover  
4 compensation for all hours worked but not paid by Defendants for the three (3) years  
5 preceding the filing of this Complaint.

6 27. As a proximate result of the aforementioned violations, Plaintiff has been damaged in  
7 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of  
8 this Court.

9 28. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and  
10 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is  
11 entitled to recover damages for the nonpayment of wages for all hours worked, penalties, plus  
12 reasonable attorney's fees and costs of suit.

13 29. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
14 along with any allowable interest, penalties, attorney's fees, and costs which will equal an  
15 amount known to Plaintiff once he has obtained all of his payroll records from Defendants.

16 **SECOND CAUSE OF ACTION**

17 **FAILURE TO PAY MINIMUM WAGES**

18 **(California Labor Code Sections 1194, 1194.2, 1197)**

19 **(Plaintiff against all named defendants and all DOE defendants)**

20 30. Plaintiff re-alleges and incorporates by reference each and every allegation in  
21 paragraphs 1 through 29, inclusive, of this Complaint as though fully set forth herein.

22 31. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer  
23 to suffer or permit a California employee to work without paying wages at the minimum wage  
24 rate for all hours worked as required by the applicable Industrial Welfare Commission  
25 (hereinafter "IWC") Wage Order No. 4-2001, codified at California Code of Regulations, Title  
26 8, Section 11040, subdivision 4.

27 32. Pursuant to IWC Wage Order no. 4-2001, subdivision 2(K), at all relevant  
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1 times, “hours worked” included “the time during which an employee is subject to the control of  
2 an employer, and includes all the time the employee is suffered or permitted to work, whether  
3 or not required to do so...”

4 33. During his employment, Plaintiff was regularly required as a matter of uniform  
5 policy and practice to work, and in fact worked, as an employee of Defendants and Plaintiff  
6 was paid less than the minimum wage rate by Defendants for hours worked in violation of  
7 California Labor Code Section 1197 and the applicable California Industrial Wage  
8 Commission wage order(s).

9 34. Plaintiff was, at all relevant times, under the control of Defendants and suffered or  
10 permitted to work by Defendants. Defendants’ acts or omissions in failing to adequately  
11 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants  
12 to believe that their acts or omissions were not contrary to California law.

13 35. For all hours worked by Plaintiff for which he was paid less than the minimum wage  
14 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum  
15 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount  
16 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,  
17 Plaintiff is also entitled to attorney’s fees, costs and interests according to proof.

18 36. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
19 along with any allowable interest, penalties, attorney’s fees, and costs according to proof at  
20 trial.

21 **THIRD CAUSE OF ACTION**

22 **FAILURE TO PAY OVERTIME**

23 **(California Industrial Welfare Commission Order 4-2001, California Code of**  
24 **Regulations Title 8 Section 11040; California Labor Code Section 510)**  
25 **(Plaintiff against all named defendants and all DOE defendants)**

26 37. Plaintiff re-alleges and incorporates by reference each and every allegation in  
27 paragraphs 1 through 36, inclusive, of this Complaint as though fully set forth herein.  
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1 38. Pursuant to Industrial Welfare Commission Order No. 4-2001, Cal. Code of Regs.,  
2 Title 8, Section 11040, for the period of Plaintiff's employment, Defendants were required  
3 to compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the  
4 regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week,  
5 and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a  
6 day or hours worked in excess of eight (8) on the seventh consecutive work day in a week.

7 39. Plaintiff was a non-exempt employee entitled to the protections of the California  
8 Industrial Welfare Commission Order No. 4-2001, California Code of Regulations,  
9 Title 8, Section 11040.

10 40. Plaintiff worked more than eight (8) hours in a single workday, twelve (12) hours in a  
11 single workday or forty (40) hours in a single workweek on numerous occasions.

12 41. Plaintiff was entitled to the above overtime premiums.

13 42. Defendants did not pay Plaintiff premium wages of at least one and one-half times  
14 Plaintiff's regular rate of pay for hours worked past eight (8) in a day. Defendants did not pay  
15 Plaintiff premium wages of at least twice Plaintiff's regular rate of pay for hours worked past  
16 twelve (12) in a day.

17 43. Defendants did not pay Plaintiff premium wages of at least one and one-half times  
18 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

19 44. Plaintiff worked at least one pay period in which he was not properly paid overtime  
20 within the three (3) years prior to the initiation of this lawsuit.

21 45. Defendants know or should know the actual dates of overtime worked, the amount of  
22 overtime worked, and the amount of unpaid overtime due.

23 46. As a proximate result of Defendants' violations, Plaintiff has been damaged in an  
24 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this  
25 Court.

26 47. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of  
27 Regulations, Title 8, Sections 11040, Plaintiff is entitled to recover damages for the  
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1 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus  
2 reasonable attorney's fees and costs of suit.

3 48. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
4 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
5 trial.

6 **FOURTH CAUSE OF ACTION**

7 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

8 **(California Labor Code Section 226)**

9 **(Plaintiff against all named defendants and all DOE defendants)**

10 49. Plaintiff re-alleges and incorporates by reference each and every allegation in  
11 paragraphs 1 through 48, inclusive, of this Complaint as though fully set forth herein.

12 50. Pursuant to California Labor Code Section 226, every employer must furnish each  
13 employee an itemized statement of wages and deductions at the time of payment of wages.

14 51. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that  
15 accurately reflected all information required by Labor Code Section 226, including but not  
16 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and  
17 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the  
18 employee, all deductions, and business expense reimbursement. Therefore, Defendants failed  
19 to maintain and provide accurate itemized wage statements to Plaintiff in accordance with  
20 California Labor Code Section 226(a).

21 52. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the  
22 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation  
23 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay  
24 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and  
25 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to  
26 the 3-year period immediately preceding the date this lawsuit was filed.

27 53. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has  
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1 sustained damages, including loss of earnings, in an amount to be established at trial. As a  
2 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,  
3 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs  
4 and attorney's fees pursuant to statute.

5 54. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
6 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
7 trial.

### 8 **FIFTH CAUSE OF ACTION**

#### 9 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

10 **(California Labor Code Sections 201, 203)**

11 **(Plaintiff against all named defendants and all DOE defendants)**

12 55. Plaintiff re-alleges and incorporates by reference each and every allegation in  
13 paragraphs 1 through 54, inclusive, of this Complaint as though fully set forth herein.

14 56. Pursuant to California Labor Code Section 201(a), an employer who discharges an  
15 employee must immediately pay for all compensation due and owing.

16 57. Pursuant to California Labor Code Section 202, when an employee resigns, the  
17 employer must pay all compensation due and owing within 72 hours of resignation, or on the  
18 employee's last day of work, if the employee gives more than 72 hours notice of resignation.

19 58. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,  
20 without abatement or reduction, any wages of an employee whose employment ends, the wages  
21 of the employee shall continue as a penalty from the due date at the same rate until paid or until  
22 an action is commenced; however, the wages shall not continue for more than 30 days for  
23 failure to pay an employee owed wages.

24 59. After Plaintiff's employment with Defendants ended and after Plaintiff was terminated  
25 from his employment, Defendants willfully refused and continue to refuse to pay him unpaid  
26 wages as required by Labor Code Section 203.

27 60. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
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1 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
2 trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately  
3 preceding the filing of this lawsuit.

4 61. Under this cause of action, Plaintiff also prays for attorney's fees and costs under  
5 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set  
6 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

7 62. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
8 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
9 trial.

#### 10 **SIXTH CAUSE OF ACTION**

#### 11 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

12 **(California Labor Code Section 204)**

13 **(Plaintiff against all named defendants and all DOE defendants)**

14 63. Plaintiff re-alleges and incorporates by reference each and every allegation in  
15 paragraphs 1 through 62, inclusive, of this Complaint as though fully set forth herein.

16 64. California Labor Code Section 204 establishes the fundamental right of all employees  
17 in the State of California to be paid wages in a timely fashion for their work.

18 65. At all times relevant during the liability period, Defendants failed to pay Plaintiff the  
19 full amount of all owed wages when due as required by California Labor Code Section 204.

20 66. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is  
21 informed, believes, and thereon alleges, that all times relevant during the liability period,  
22 Defendants maintained a policy or practice of not paying Plaintiff wages for all hours worked,  
23 including overtime hours, the minimum wage, and premium pay for missed meal and rest  
24 breaks.

25 67. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an  
26 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise  
27 amount of unpaid wages is not presently known to Plaintiff but can be determined directly  
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1 from Defendants' records or indirectly based on information from Defendants' records.

2 68. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
3 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
4 trial.

5 **SEVENTH CAUSE OF ACTION**

6 **VIOLATION OF LABOR CODE SECTION 558**

7 **(California Labor Code Section 558)**

8 **(Plaintiff against all named defendants and all DOE defendants)**

9 69. Plaintiff re-alleges and incorporates by reference each and every allegation in  
10 paragraphs 1 through 68, inclusive, of this Complaint as though fully set forth herein.

11 70. California Labor Code Section 558 states that any person acting on behalf of an  
12 employer who violates, or causes to be violated, a section of this chapter or any provision  
13 regulating hours and days of work in any order of the Industrial Welfare Commission shall be  
14 subject to a civil penalty for any initial violation, fifty dollars (\$50) for each underpaid  
15 employee for each pay period for which the employee was underpaid in addition to an amount  
16 sufficient to recover underpaid wages. The civil penalty for each subsequent violation is one  
17 hundred dollars (\$100) for each underpaid employee for each pay period for which the  
18 employee was underpaid in addition to an amount sufficient to recover underpaid wages.  
19 Plaintiff claims penalties for five (5) years immediately preceding the date this lawsuit was  
20 filed.

21 71. Plaintiff hereby alleges that named Defendants violated Labor Code Section 558. Thus,  
22 Defendants are subject to civil penalties under the following laws:

- 23 a. California Labor Code Section 558. Defendants failed to pay Plaintiff regular  
24 wages, including minimum wages, and overtime wages for overtime hours worked.  
25 Defendants also failed to Plaintiff premium pay for missed meal and rest breaks. As  
26 such, Defendants violated Section 558 under which penalties are due. Plaintiff  
27 therefore prays for penalties of \$50.00 for the first pay period and \$100.00 for each  
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subsequent violation for each pay period for which Plaintiff was underpaid in addition to an amount sufficient to recover underpaid wages.

b. California Labor Code Section 218.5 for recovery of costs and attorney's fees for relief associated with Plaintiff's prosecution of this cause of action under California Labor Code Sections 200, et seq. Defendants knowingly violated labor laws by not paying Plaintiff for his overtime hours worked and for all hours worked (including the minimum wage).

c. California Labor Code Section 211 and 218.5 for recovery of costs and attorney's fees for relief associated with Plaintiff's prosecution of this cause of action under California Labor Code Sections 200, et seq.

72. Under this cause of action, Plaintiff prays for all penalties and pay otherwise due under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

73. Plaintiff also prays for Labor Code Section 211 and 218.5 recovery of costs and attorney's fees for the time Plaintiff's attorney spent prosecuting this cause of action.

#### **EIGHTH CAUSE OF ACTION**

#### **FAILURE TO MAINTAIN ACCURATE RECORDS**

**(California Labor Code Section 1174(d))**

**(Plaintiff against all named defendants and all DOE defendants)**

74. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 73, inclusive, of this Complaint as though fully set forth herein.

75. Labor Code section 1174(d) requires that employers, including Defendants, maintain accurate records showing the hours worked daily by its employees and to whom wages were paid.

76. Additionally, the "Records" section of the applicable IWC Wage Order obligates the employer, including Defendants, to keep accurate information with respect to each one of their employees including, but not limited to, the total wages paid each payroll period, and time

1 records showing when the employee begins and ends each work period, meal periods, split  
2 shift intervals; the total daily hours worked; the total hours worked in the payroll period, and  
3 the applicable rates of pay.

4 77. Pursuant to Labor Code section 1174.5, any person employing labor who willfully fails  
5 to maintain accurate and complete records required by Labor Code section 1174(d) is subject  
6 to a penalty. On information and belief, Defendants intentionally failed to maintain accurate  
7 records of Plaintiff's total daily hours, the total hours worked in the payroll period, the  
8 applicable rates of pay, and total wages earned for the payroll period.

9 78. As a direct result of Defendants' violations alleged herein, Plaintiff has suffered and  
10 continues to suffer substantial losses related to Defendants' failure to record and maintain  
11 records of meal and rest periods as well as time records.

12 79. Plaintiff seeks all available remedies for Defendants' violations including, but not  
13 limited penalties, and costs to the extent permitted by law and according to proof at trial.

#### 14 **NINTH CAUSE OF ACTION**

#### 15 **FAILURE TO GIVE REST BREAKS**

16 **(Plaintiff against all named defendants and all DOE defendants)**

17 80. Plaintiff re-alleges and incorporates by reference each and every allegation in  
18 paragraphs 1 through 79, inclusive, of this Complaint as though fully set forth herein.

19 81. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 20 a. Title 8 of the California Code of Regulations Sections 11040(12)(A), which  
21 provides that every employer shall authorize and permit all employees to take rest  
22 periods, which insofar as practicable shall be in the middle of each work period.  
23 The authorized rest period time shall be based on the total hours worked daily at the  
24 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
- 25 b. Title 8 of the California Code of Regulations Sections 11040(12)(B), which  
26 provides that if an employer fails to provide an employee a rest period in  
27 accordance with the applicable provisions of this order, the employer shall pay the  
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employee one (1) hour of pay at employee's regular rate of compensation for each workday that the rest period is not provided;

c. Title 8 of the California Code of Regulations sections 11040(20)(A), which penalizes the employer \$50.00 for each initial violation, per employee, of any provision of the Wage Order, and \$100.00 for each additional violation thereafter per employee; and

d. California Labor Code section 226.7, which states that (a) no employer shall require any employee to work during any rest period mandated by an applicable order of the Industrial Welfare Commission, and (b) if an employer fails to provide an employee a rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at employee's regular rate of compensation for each work day that the rest period is not provided.

82. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest break after every four (4) hours of work or major fraction thereof, as required by California law.

83. Under this cause of action, Plaintiff prays for wages due to him under the statutes, regulations, and wage orders alleged in this cause of action along with any allowable interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

84. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's fees as well as interest under Labor Code section 218.6.

85. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

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1 employer \$50.00 for each initial violation, per employee, of any provision of the  
2 Wage Order, and \$100.00 for each additional violation thereafter per employee; and  
3 f. California Labor Code section 1171 and 1173, which have given the California  
4 Labor Commission jurisdiction to enact Wage Orders (such as Wage Order no. 4)  
5 as enforceable law.

6 88. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks  
7 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to  
8 take a second relieved meal break after ten (10) hours of work, as required by California law.  
9 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.  
10 4, as codified under California Code of Regulations Sections 11040 et. seq. requires that  
11 employees receive uninterrupted meal periods every five (5) hours of consecutive work, and  
12 that the meal period be at least 30 minutes in length, wherein employee is relieved of all work  
13 duty. California Labor Code section 226.7 provides that employers may not require their  
14 employees to work through their meal periods. California Labor Code section 226.7 and  
15 California Code of Regulations section 11040 requires that if the employer fails to provide the  
16 employee with an uninterrupted meal period, the employer must pay the employee one (1) hour  
17 of pay for each work day that the meal period is not given.

18 89. Under this cause of action, Plaintiff prays for wages due to him under the statutes,  
19 regulations, and wage orders alleged in this cause of action along with any allowable interest,  
20 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for  
21 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

22 90. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's  
23 fees as well as interest under Labor Code section 218.6.

24 91. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged  
25 along with any allowable interest, penalties, attorney's fees, and costs according to proof at  
26 trial.

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1 **ELEVENTH CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **Individual and Representative Claim for PAGA penalties under California Labor Code**

4 **sections 201, 202, 203, 204 and/or 204b, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174,**

5 **1174.5, 1194, 1197, 1198, 2753, 2802, and IWC Wage Order no. 4-2001)**

6 **(Against all Defendants and all DOE Defendants)**

7 92. Plaintiff re-alleges and incorporates by reference each and every allegation in  
8 paragraphs 1 through 91, inclusive, of this Complaint as though fully set forth herein.

9 93. Pursuant to law, Plaintiff provided the required written notice to the LWDA and  
10 Defendants of the specific violations of the California Labor Code that Defendants  
11 and DOE defendants have violated and continue to violate.

12 94. Pursuant to California Labor code section 2699.3, no response was received from  
13 the LWDA within 65 days of the postmark date of the above-alleged letter.

14 95. Plaintiff therefore has exhausted all administrative remedies required of him under  
15 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this  
16 cause of action and pursue penalties in a representative action for Defendants' violations of the  
17 Labor Code.

18 96. Pursuant to California Labor Code section 2699, any provisions of the Labor  
19 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its  
20 departments, divisions, commissions, boards, agencies, or employees for violation of the code  
21 may, as an alternative, be recovered through a civil action brought by an aggrieved employee  
22 on behalf of himself or herself and other current or formal employees pursuant to the  
23 procedures specified in California Labor Code section 2699.3.

24 97. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged  
25 violator and had one or more of the alleged violations committed against him, and therefore is  
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properly suited to represent the interests of other current and former employees, including all hourly, non-exempt or misclassified employees who worked for CALCANNA at any of its California locations during the PAGA period.

98. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks penalties under California Labor Code sections 2698 and 2699 because of Defendants' violations of numerous provisions of the California Labor Code as alleged in this Complaint.

99. Plaintiff therefore has exhausted all administrative remedies required of him under California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this cause of action and pursue penalties in a representative action for Defendants' violations of the Labor Code.

100. California Labor Code section 2699 et seq. imposes penalties upon culpable Defendants for violating the Labor Code.

101. California Labor Code section 558 establishes a civil penalty as follows: Any employer or other person action on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission (including the "Hours and Days of Work" section of the Wage Order) shall be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid ...; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid ...;

102. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not seeking individual/victim specific relief or underpaid wages under this particular cause of action.

103. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by law. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for the following:

Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198, 2753, 2802, via 2698 and 2699 and any other Labor Codes and Industrial Welfare Commission Wage Orders (Order no. 4) violated based on the facts alleged in this Complaint.

104. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's fees, costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved employees as alleged herein in an amount to be shown according to proof at trial and within the jurisdictional limits of this Court.

## **TWELFTH CAUSE OF ACTION**

### **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

**(Plaintiff against all Defendants and DOE Defendants, and each of them)**

105. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 104, inclusive, of this Complaint as though fully set forth herein.

106. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

107. Beginning at least 3 years prior to the filing of this complaint, in order to discharge his duties for Defendants, Plaintiff incurred reasonable and necessary expenses in the course of completing his job duties, which were not reimbursed by Defendants. These expenses include, but are not limited to, use of personal cell phones for work purposes as well as mileage reimbursement for use of personal vehicles for work purposes

108. Plaintiff is entitled to reimbursement for these necessary expenditures, plus interest and attorney's fees and costs, under Labor Code section 2802.

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**THIRTEENTH CAUSE OF ACTION**

**RETALIATION IN VIOLATION OF LABOR CODE SECTION 1102.5**

**(Plaintiff against corporate Defendant CALCANNA CC, INC. and DOE Defendants, and each of them)**

109. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 108, inclusive, of this Complaint as though fully set forth herein.

110. At all times material to this Complaint, California Labor Code § 1102.5 was in effect and binding on Defendant. This section requires Defendant to refrain from retaliating against an employee for refusing to participate in an activity that he/she reasonably believes would result in a violation of state or federal statute, or a violation or noncompliance with a state or federal rule or regulation. California Labor Code section 1102.5 also requires Defendants to refrain from retaliating against an employee for disclosing information to a person with authority over the employee if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties.

111. As discussed fully above, Plaintiff complained to Defendants about the company's illegal conduct as described above.

112. Defendant CALCANNA CC, INC. retaliated against Plaintiff for his whistleblowing, as alleged above, and terminated Plaintiff's employment, all in violation of Labor Code § 1102.5.

113. As a direct and proximate result of the aforementioned acts and omissions of Defendant, Plaintiff suffered general and compensatory damages, including but not limited to, loss of income (past and future), loss of employment benefits (past and future), general and

1 compensatory damages (past and future), mental pain and anguish and emotional distress (past  
2 and future), and will continue to suffer in the future, in an amount to be proved at trial.

3 114. Plaintiff requests all available relief under Labor Code § 1102.5 including  
4 damages and the imposition of civil penalties of \$10,000 for each violation as well as  
5 attorney's fees.

6 **FOURTEENTH CAUSE OF ACTION**

7 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

8 **(Against corporate Defendant CALCANNA CC, INC. and all DOE Defendants)**

9  
10 115. Plaintiff re-alleges and incorporates by reference each and every allegation in  
11 paragraphs 1 through 114, inclusive, of this Complaint as though fully set forth herein.

12 116. At all times during his employment with Defendant, Plaintiff performed his  
13 duties with the utmost diligence and competence.

14 117. Plaintiff is informed and believes and thereon alleges that Defendants' decisions  
15 and actions to treat him differently and terminate his employment as alleged herein, was  
16 motivated by Plaintiff's whistleblowing and complaints about illegal activity at the workplace.  
17 Defendant CALCANNA CC, INC. intentionally created the aforementioned retaliation,  
18 thereby not giving Plaintiff an opportunity to work in an environment free of retaliation.

19 118. The employment of Plaintiff was wrongfully terminated on or around  
20 September 23, 2021 in violation of the fundamental public policy of the State of California  
21 with respect to retaliating against an employee on account of his whistleblowing. Moreover,  
22 Plaintiff was forced to hire an attorney to assist him to end these illegal activities. Said conduct  
23 violated statutory and constitutional expressions of public policy including, the California  
24 Labor Code section 1102.5 and the California Constitution, Article 1 section 8.

25 119. As set forth above, said actions by Defendants were wrongful and in violation  
26 of the fundamental principles of the public policy of the State of California as reflected in its  
27 laws, objectives and policies. Said statutes and constitutional expressions of public policy  
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1 include, but are not limited to, California Labor Code sections 98.6 and 1102.5 and the  
2 California Constitution, Article 1 section 8. These laws inure to the benefit of the public at  
3 large, and not just the private interests of the employers and employees whom they govern or  
4 protect.

5 120. As a direct and proximate result of the aforementioned acts and omissions of  
6 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,  
7 loss of income (past and future), loss of employment benefits (past and future), general and  
8 compensatory damages (past and future), mental pain and anguish and emotional distress (past  
9 and future), and will continue to suffer in the future, in an amount to be proved at trial.

10 121. The foregoing conduct engaged in by Defendants and each of their directors,  
11 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,  
12 ratified, and carried on with a conscious and willful disregard of their workers' right to work in  
13 an environment free of retaliation due to whistleblowing, so as to justify the imposition of  
14 punitive damages to punish and set an example of said Defendants.  
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16 **FIFTEENTH CAUSE OF ACTION**

17 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

18 **(California Business and Professions Code Section 17200)**

19 **(Plaintiff against corporate Defendant CALCANNA CC, INC. and all DOE defendants)**

20 122. Plaintiff re-alleges and incorporates by reference each and every allegation in  
21 paragraphs 1 through 121, inclusive, of this Complaint as though fully set forth herein.

22 123. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants  
23 constitutes unfair and unlawful business practices under California Business and Professions  
24 Code Section 17200, et seq.

25 124. Defendants' violations of California labor laws and the Labor Code as well as  
26 constitutes a business practice because it was done repeatedly over a significant period of time  
27 in a systematic manner that was detrimental to Plaintiff and other similarly situated aggrieved  
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1 employees.

2 125. For the four years preceding the filing of this action, Plaintiff has suffered  
3 damages and request damages and/or restitution of all monies and profits to be disgorged from  
4 Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of  
5 this Court.

6 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as  
7 follows:

- 8 1. For compensatory damages including lost past and future wages, regular wages,  
9 overtime, and all other sums of money, including employment benefits, together  
10 with interest on said amounts, and any other economic injury to Plaintiff, according to  
11 proof;
- 12 2. For general damages according to proof;
- 13 3. For special and consequential damages to the extent allowed by law;
- 14 4. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof  
15 at trial;
- 16 5. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount  
17 subject to proof at trial;
- 18 6. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to  
19 proof at trial;
- 20 7. For an award of punitive damages against corporate Defendants according to proof;
- 21 8. For restitution and disgorgement for all unfair business practices by corporate  
22 Defendants against Plaintiff in an amount subject to proof at trial;
- 23 9. For an order enjoining corporate Defendants from further unfair and unlawful business  
24 practices in violation of Business and Professions Code Sections 17200, et seq.;
- 25 10. For one hour of wages due to Plaintiff for each work period of more than five (5) hours  
26 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 27 11. For one hour of wages due to Plaintiff for each work period of four (4) hours or major  
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1 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;

2 12. For maximum civil penalties available under the Labor Code and applicable Wage  
3 Order against Defendants as described more particularly in the Complaint and  
4 representative PAGA claim;

5 13. For all remedies available to Plaintiff under the applicable Wage Order and the  
6 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,  
7 liquidated damages, damages, penalties, and waiting time penalties according to proof  
8 to the extent permitted by law;

9 14. For the imposition of civil penalties and/or statutory penalties;

10 15. For all interest as allowed by law;

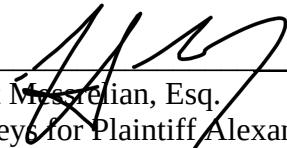
11 16. For all costs and disbursements incurred in this suit;

12 17. Reasonable attorney's fees where available by law, including but not limited to,  
13 pursuant to Labor Code section 2698 et seq., the California Labor Code, and/or other  
14 applicable laws; and

15 18. For such other and further relief as this Court may deem proper.

16  
17 DATED: April 4, 2022

***MESSRELIAN LAW INC.***

18  
19 By   
20 Harout Messrelian, Esq.  
Attorneys for Plaintiff Alexander Knopper

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DATED: April 4, 2022

By   
Harout Mesreghian, Esq.  
Attorneys for Plaintiff Alexander Knopper