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ANA LILI CAMPOS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

ANA LILI CAMPOS, individually and on
behalf of others similarly situated,

Plaintiff,

vs.

GRINDSTONE ENTERPRISE LLC, a
California limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 22CV007673

Assigned for all purposes to Hon. Michael
Markman, Dept. 23

**FIRST AMENDED CLASS ACTION
COMPLAINT**

DEMAND FOR TRIAL BY JURY

- (1) Violation of Cal. Labor Code §§ 510
and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7
and 512(a) (Unpaid Meal Period
Premiums)
- (3) Violation of Cal. Labor Code § 226.7
(Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194,
1197 and 1197.1 (Unpaid Minimum
Wages)
- (5) Violation of Cal. Labor Code §§ 201,
202 and 203 (Final Wages Not Timely
Paid)
- (6) Violation of Labor Code §§ 204 and

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- Complaint Filed: February 28, 2022
Trial Date: None Set

1 Plaintiff ANA LILI CAMPOS (“Plaintiff”), individually and on behalf of other members
2 of the general public similarly situated, based upon facts that either have evidentiary support or
3 are likely to have evidentiary support after a reasonable opportunity for further investigation and
4 discovery, alleges as follows:

5 **JURISDICTION AND VENUE**

6 1. Plaintiff brings this action against Defendants GRINDSTONE ENTERPRISE
7 LLC and DOES 1 THROUGH 50 (hereinafter also collectively referred to as “Defendants”) for
8 California Labor Code violations, unfair business practices, and civil penalties stemming from
9 Defendants’ failure to pay overtime compensation, failure to provide meal periods, failure to
10 authorize and permit rest periods, failure to pay minimum wage, failure to timely pay wages,
11 failure to provide accurate wage statements, and failure to maintain accurate time and payroll
12 records, failure to pay accrued but unused vacation time, unlawful deduction or withholding or
13 wages.

14 2. Plaintiff’s First through Ninth Causes of Action are brought as a class action on
15 behalf of herself and similarly situated current and former employees of Defendants (hereinafter
16 collectively referred to as the “Class” or “Class Members,” as defined more fully in paragraph
17 12, below) pursuant to California Code of Civil Procedure section 382. The monetary damages
18 and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court
19 and will be established according to proof at trial.

20 3. Plaintiff’s Tenth Cause of Action is brought as a representative action on behalf
21 of herself and certain other current and former employees of Defendants against whom one or
22 more of the alleged violations was committed (hereinafter collectively referred to as the
23 “Aggrieved Employees”) pursuant to California Labor Code sections 2698, et seq. Plaintiff is an
24 aggrieved employee against whom one or more of the alleged violations occurred. The civil
25 penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will
26 be established according to proof at trial.

27 4. The Court has jurisdiction over this action pursuant to the California Constitution,
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Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

5. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of Alameda.

PARTIES

7. Plaintiff ANA LILI CAMPOS is an individual residing in the County of Alameda, State of California.

8. Defendant GRINDSTONE ENTERPRISE LLC is and at all times herein mentioned was, a limited liability company organized and existing under the laws of the State of California, and registered to do business in the state of California.

9. Plaintiff is ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiff is informed and believes, and thereon alleges, that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency, employment, joint venture and conspiracy. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiff’s damages as herein alleged

were proximately caused by its conduct. GRINDSTONE ENTERPRISE LLC and Doe Defendants 1 through 50 are collectively referred to herein as “Defendants.”

10. Defendants are and at all times herein mentioned were, (a) conducting business in the County of Alameda, State of California, and (b) the employer of Plaintiff consistent with the California Labor Code and Industrial Welfare Commission Wage Orders (“Wage Orders”).

11. Plaintiff further alleges that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff and the Class so as to make each of said Defendants employers and employers jointly liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff brings the First through Ninth Causes of Action as a class action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

13. The proposed class is defined as follows: All current and former non-exempt employees of any of the Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiff’s complaint up until the time that notice of the certified class action is provided to the class (hereinafter referred to as the “Class” or “Class Members.”).

14. Plaintiff reserves the right to establish other subclasses as appropriate.

15. The Class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The Class Members are so numerous that joinder of all Class Members is impracticable. The membership of the entire Class is unknown to Plaintiff at this time; however, the Class is estimated to be over fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants’ employment records.

b. Typicality: Plaintiff’s claims are typical of all other Class Members demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other Class

Members with whom she has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each Class Member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other Class Members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all Class Members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the Class Members who are not named in the complaint anonymity that allows for the vindication of their rights.

16. There are common questions of law and fact as to the Class that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the Class:

- a. Whether Defendants' failure to pay wages, without abatement, or reduction, in accordance with the California Labor Code was willful;
- b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiff and the other Class Members for all hours worked, and missed, short, late or interrupted meal periods and rest breaks in violation of California law;

- 1 c. Whether Defendants required Plaintiff and the other Class Members to work more
2 than eight (8) hours per day and/or more than forty (40) hours per week and failed
3 to pay the legally required overtime compensation to Plaintiff and the other Class
4 Members;
- 5 d. Whether Defendants deprived Plaintiff and the other Class Members of meal
6 and/or rest periods or required Plaintiff and the other Class Members to work
7 during meal and/or rest periods without compensation;
- 8 e. Whether Defendants failed to pay meal period premium wages to Class Members
9 when they were not provided with a legally compliant meal period;
- 10 f. Whether Defendants failed to pay rest period premium wages to Class Members
11 when they were not authorized and permitted to take legally compliant rest
12 periods;
- 13 g. Whether Defendants failed to pay minimum wages to Plaintiff and the other Class
14 Members for all hours worked;
- 15 h. Whether Defendants failed to pay Plaintiff and the other Class Members the
16 required minimum wage pursuant to California law;
- 17 i. Whether Defendants failed to pay Plaintiff and the other Class Members proper
18 overtime compensation pursuant to California law;
- 19 j. Whether Defendants failed to pay all wages due to Plaintiff and the other Class
20 Members within the time required upon their discharge or resignation from
21 employment;
- 22 k. Whether Defendants failed to pay accrued and unused vacation time in violation
23 of Labor Code section 227.3;
- 24 l. Whether Defendants unlawfully withheld or deducted wages in violation of Labor
25 Code section 221;
- 26 m. Whether Defendants failed to timely pay all wages due to Plaintiff and the other
27 Class Members during their employment;
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- n. Whether Defendants complied with wage reporting as required by the California Labor Code, including section 226;
- o. Whether Defendants' conduct was with malice, fraud or oppression;
- p. Whether Defendants' conduct was willful or reckless;
- q. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.* based on their improper withholding of compensation and deduction of wages;
- r. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- s. Whether Plaintiff and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

GENERAL ALLEGATIONS

17. Defendants are a marijuana cultivation company.

18. Defendants employed Plaintiff to work as a plant care worker from approximately July 2021 to September 2021.

19. At all relevant times set forth herein, Defendants employed Plaintiff, the Class, and Aggrieved Employees as hourly-paid or non-exempt employees.

20. Throughout the time period involved in this case, Defendants had the authority to hire and terminate Plaintiff, the Class, and Aggrieved Employees; to directly or indirectly control work rules, working conditions, wages, working hours, and conditions of employment of Plaintiff, the Class, and Aggrieved Employees; and to hire and terminate the employment of Plaintiff, the Class, and Aggrieved Employees.

21. At all times herein mentioned, Defendants were subject to the Labor Code of the State of California and the applicable Industrial Welfare Commission Orders.

22. Plaintiff is informed and believes, and thereon alleges that Defendants engaged in an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring

1 Plaintiff, the Class, and Aggrieved Employees to work off the clock without compensation,
2 thereby failing to pay them for all hours worked, including minimum and overtime wages.
3 Defendants also implemented time rounding practices that resulted in the systematic
4 underpayment of wages to Plaintiff, the Class, and Aggrieved Employees, including minimum
5 and overtime wages. Defendants also implemented policies that prohibited Plaintiff, the Class,
6 and Aggrieved Employees from accurately recording the actual time worked, resulting in a failure
7 to pay Plaintiff, the Class, and Aggrieved Employees all wages owed. In addition, Defendants
8 routinely failed to permit Plaintiff, the Class, and Aggrieved Employees to take timely and duty-
9 free meal periods and rest periods in violation of California law.

10 23. Throughout the time period involved in this case, Defendants have implemented
11 policies and practices which failed to provide Plaintiff, the Class, and Aggrieved Employees with
12 timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiff, the Class, and
13 Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish control
14 over Plaintiff, the Class, and Aggrieved Employees during their meal periods, regularly failed to
15 permit Plaintiff, the Class, and Aggrieved Employees a reasonable opportunity to take their meal
16 periods, and regularly impeded or discouraged Plaintiff, the Class, and Aggrieved Employees
17 from taking thirty (30) minute uninterrupted meal breaks no later than the end of their fifth hour
18 of work and/or from taking a second thirty (30) minute uninterrupted meal break no later than
19 their tenth hour of work for shifts lasting more than ten (10) hours. Defendants also failed to
20 maintain accurate records of meal periods taken by Plaintiff, the Class, and Aggrieved Employees.

21 24. Throughout the time period involved in this case, Defendants did not adequately
22 inform Plaintiff, the Class, and Aggrieved Employees of their right to take meal periods under
23 California law. Moreover, Defendants systematically disregarded their own written policies
24 regarding the provision and timing of meal periods for Plaintiff, the Class, and Aggrieved
25 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class,
26 and Aggrieved Employees in a way that prohibited them from taking timely and duty-free meal
27 periods, and to require Plaintiff, the Class, and Aggrieved Employees to work through their meal
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1 periods, for which they were not compensated.

2 25. Throughout the time period involved in this case, Defendants failed to pay
3 Plaintiff, the Class, and Aggrieved Employees, premium wages for meal periods that were missed,
4 late, interrupted, or shortened in violation of California law. Defendants knew or should have
5 known that Plaintiff, the Class, and Aggrieved Employees were entitled to receive all meal periods
6 or payment of one additional hour of pay at their regular rate of pay when a meal period was
7 missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely
8 failed to provide legally compliant meal periods to Plaintiff, the Class, and Aggrieved Employees,
9 and routinely failed to pay one additional hour of pay to Plaintiff, the Class, and Aggrieved
10 Employees at their regular rate of pay when a meal period was missed, short, late, and/or
11 interrupted.

12 26. Throughout the time period involved in this case, Defendants have implemented
13 policies and practices which prohibited Plaintiff, the Class, and Aggrieved Employees from
14 taking timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and
15 permit Plaintiff, the Class, and Aggrieved Employees to take full, uninterrupted, off-duty rest
16 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,
17 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to
18 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each
19 work period.

20 27. Throughout the time period involved in this case, Defendants did not adequately
21 inform Plaintiff, the Class, and Aggrieved Employees of their right to take rest periods under
22 California law. Moreover, Defendants systematically disregarded their own written policies
23 regarding the provision and timing of rest periods for Plaintiff, the Class, and Aggrieved
24 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiff, the Class,
25 and Aggrieved Employees in a way that regularly prohibited them from taking timely and duty
26 free rest periods, and to regularly require Plaintiff, the Class, and Aggrieved Employees to work
27 through their rest periods.

1 28. Throughout the time period involved in this case, Defendants failed to pay
2 Plaintiff, the Class, and Aggrieved Employees premium wages for rest periods that were missed,
3 late, interrupted, or shortened in violation of California law. Defendants knew or should have
4 known that Plaintiff, the Class, and Aggrieved Employees were entitled to receive all rest periods
5 or payment of one additional hour of pay at their regular rate of pay when a rest period was
6 missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely
7 failed to authorize and permit Plaintiff, the Class, and Aggrieved Employees to take duty-free rest
8 periods, and failed to pay one additional hour of pay to Plaintiff, the Class, and Aggrieved
9 Employees at their regular rate of pay when a rest period was missed, short, late and/or
10 interrupted.

11 29. Throughout the time period involved in this case, Defendants regularly required
12 Plaintiff, the Class, and Aggrieved Employees to perform work off the clock. Although Defendants
13 prohibited overtime, Defendants still regularly required that Plaintiff, the Class, and Aggrieved
14 Employees complete all of their assigned duties. To do so, Plaintiff, the Class, and Aggrieved
15 Employees were regularly required to perform work off the clock for which they were not
16 compensated.

17 30. Throughout the time period involved in this case, Defendants employed a time
18 rounding policy that was not neutral and designed to consistently round time in Defendants' favor,
19 ensuring that Plaintiff, the Class, and Aggrieved Employees were oftentimes not paid for all time
20 worked.

21 31. Throughout the time period involved in this case, Defendants implemented policies
22 that prohibited Plaintiff, the Class, and Aggrieved Employees from accurately recording the actual
23 time worked, resulting in a failure to pay Plaintiff, the Class, and Aggrieved Employees all wages
24 owed.

25 32. During the time period involved in this case, Defendants required Plaintiff, the
26 Class, and Aggrieved Employees to put on a mask, and go through a Covid-19 temperature check,
27 prior to clocking-in. Defendants did not compensate Plaintiff, the Class, and Aggrieved
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Employees, for time spent undergoing these temperature checks.

33. Throughout the time period involved in this case, Plaintiff, the Class, and Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a week.

34. Throughout the time period involved in this case, Defendants regularly failed to pay all overtime compensation owed to Plaintiff, the Class, and Aggrieved Employees when they worked in excess of eight (8) hours in a single work day and/or forty (40) hours in a single work week, or in excess of twelve (12) hours in a single work day and/or eighty (80) hours in a single work week. Defendants knew or should have known that Plaintiff, the Class, and Aggrieved Employees were entitled to receive certain wages for overtime compensation and that they were not receiving wages for overtime compensation.

35. Throughout the time period involved in this case, Defendants failed to pay overtime to Plaintiff, the Class, and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration.

36. Throughout the time period involved in this case, Defendants regularly failed to pay Plaintiff, the Class, and Aggrieved Employees at least minimum wages for all hours worked. Defendants knew or should have known that Plaintiff, the Class, and Aggrieved Employees were entitled to receive at least minimum wages for all hours worked and that they were not receiving at least minimum wages for all hours worked. Defendants' failure to pay minimum wages included, *inter alia*, failing to pay Plaintiff, the Class, and Aggrieved Employees at the required minimum wage pursuant to California law, requiring Plaintiff, the Class, and Aggrieved Employees to perform work off the clock, and implementing time rounding policies that resulted in the systematic underpayment of wages to Plaintiff, the Class, and Aggrieved Employees, and requiring Plaintiff, the Class, and Aggrieved Employees, to undergo temperature checks prior to clocking in for their shift.

37. Throughout the time period involved in this case, Defendants regularly failed to pay Plaintiff, the Class, and Aggrieved Employees all wages owed to them upon discharge or

1 resignation. Defendants knew or should have known that Plaintiff, the Class, and Aggrieved
2 Employees were entitled to receive all wages owed to them upon termination within the time
3 permissible under California Labor Code section 202. Plaintiff, the Class, and Aggrieved
4 Employees did not receive payment of all final wages owed to them upon discharge or resignation,
5 including overtime compensation and minimum wages within any time permissible under
6 California Labor Code section 202.

7 38. Throughout the time period involved in this case, Defendants regularly failed to
8 provide complete or accurate wage statements to Plaintiff, the Class, and Aggrieved Employees.
9 Defendants knew or should have known that Plaintiff, the Class, and Aggrieved Employees were
10 entitled to receive complete and accurate wage statements in accordance with California law, but,
11 in fact, they did not receive complete and accurate wage statements from Defendants. The
12 deficiencies included, *inter alia*, the failure to include the total number of hours worked, the actual
13 gross wages earned, the correct rates of pay, the inclusive pay period dates, net wages earned, all
14 applicable hourly rates, and the name and address of the legal entity of the employer.

15 39. Throughout the time period involved in this case, Defendants regularly failed to
16 keep complete or accurate payroll records for Plaintiff, the Class, and Aggrieved Employees.
17 Defendants knew or should have known that Defendants were required to keep complete and
18 accurate payroll records for Plaintiff, the Class, and Aggrieved Employees in accordance with
19 California law, but, in fact, did not keep complete and accurate payroll records.

20 40. Throughout the time period involved in this case, Defendants regularly failed to
21 maintain accurate records relating to Plaintiff's, the Class's, and Aggrieved Employees's work
22 periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

23 41. Throughout the time period involved in this case, Defendants regularly failed to
24 pay Plaintiff, the Class, and Aggrieved Employees, for vested but unused vacation time.
25 Defendants knew or should have known that Plaintiff, the Class, and Aggrieved Employees, were
26 entitled to receive all wages owed to them upon termination, including vested and unused vacation
27 time. Plaintiff, the Class, and Aggrieved Employees did not receive payment of all final wages
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1 owed to them upon discharge or resignation, including vested and unused vacation time.

2 42. Throughout the time period involved in this case, Defendants knew or should have
3 known that they had a duty to compensate Plaintiff, the Class, and Aggrieved Employees pursuant
4 to California law. Defendants had the financial ability to pay such compensation, but willfully,
5 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff, the Class, and
6 Aggrieved Employees that they paid all wages owed to them, all in order to increase Defendants'
7 profits.

8 43. California Labor Code section 218 states that nothing in Article 1 of the Labor
9 Code shall limit the right of any wage claimant to "sue directly ... for any wages or penalty due
10 to him [or her] under this article."

11 **FIRST CAUSE OF ACTION**

12 **(Violation of California Labor Code §§ 510 and 1198)**

13 **(Against All Defendants)**

14 44. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
15 every allegation set forth above.

16 45. California Labor Code section 1198 and the applicable Industrial Welfare
17 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without
18 compensating them at a rate of pay either time-and-one-half or two-times that person's regular
19 rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

20 46. Specifically, the applicable IWC Wage Order provides that Defendants are and
21 were required to pay Plaintiff and the other Class Members employed by Defendants, and working
22 more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of
23 time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty
24 (40) hours in a workweek.

25 47. The applicable IWC Wage Order further provides that Defendants are and were
26 required to pay Plaintiff and the Class overtime compensation at a rate of two times their regular
27 rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked
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1 in excess of eight (8) hours on the seventh day of work in a workweek.

2 48. California Labor Code section 510 codifies the right to overtime compensation at
3 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
4 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
5 work, and no overtime compensation at twice the regular hourly rate for hours worked in excess
6 of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

7 49. During the relevant time period, Plaintiff and the other Class Members regularly
8 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

9 50. During the relevant time period, Defendants intentionally and willfully failed to
10 pay overtime wages owed to Plaintiff and the other Class Members.

11 51. Defendants' failure to pay Plaintiff and the other Class Members the unpaid
12 balance of overtime compensation, as required by California laws, violates the provisions of
13 California Labor Code sections 510 and 1198, and is therefore unlawful.

14 52. Pursuant to California Labor Code section 1194, Plaintiff and the other Class
15 Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
16 attorneys' fees.

17 **SECOND CAUSE OF ACTION**

18 **(Violation of California Labor Code §§ 226.7 and 512(a))**

19 **(Against All Defendants)**

20 53. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
21 every allegation set forth above.

22 54. At all relevant times, the relevant IWC Order and California Labor Code sections
23 226.7 and 512(a) were applicable to Plaintiff and the other Class Members' employment by
24 Defendants.

25 55. At all relevant times, California Labor Code section 226.7 provides that no
26 employer shall require an employee to work during any meal or rest period mandated by an
27 applicable order of the California IWC.

1 56. At all relevant times, the applicable IWC Wage Order and California Labor Code
2 section 512(a) provide that an employer may not require, cause or permit an employee to work
3 for a work period of more than five (5) hours per day without providing the employee with a meal
4 period of not less than thirty (30) minutes, except that if the total work period per day of the
5 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
6 both the employer and employee.

7 57. At all relevant times, California Labor Code section 512(a) further provides that
8 an employer may not require, cause or permit an employee to work for a work period of more
9 than ten (10) hours per day without providing the employee with a second uninterrupted meal
10 period of not less than thirty (30) minutes, except that if the total hours worked is no more than
11 twelve (12) hours, the second meal period may be waived by mutual consent of the employer and
12 the employee only if the first meal period was not waived.

13 58. During the relevant time period, Plaintiff and the other Class Members who were
14 scheduled to work for a period of time longer than six (6) hours, and who did not waive their
15 legally-mandated meal periods by mutual consent, were required to work for periods longer than
16 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

17 59. During the relevant time period, Plaintiff and the other Class Members who were
18 scheduled to work for a period of time in excess of ten (10) hours were required to work for
19 periods longer than ten (10) hours without a second uninterrupted meal period of not less than
20 thirty (30) minutes.

21 60. During the relevant time period, Defendants intentionally and willfully required
22 Plaintiff and the other Class Members to miss their meal periods and to take meal periods that
23 were late, shortened, or interrupted, and failed to compensate Plaintiff and the other Class
24 Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

25 61. During the relevant time period, Defendants failed to pay Plaintiff and the other
26 Class Members the full meal period premiums due pursuant to California Labor Code section
27 226.7.
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62. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

63. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal period was not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against All Defendants)

64. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

65. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff and the other Class Members' employment by Defendants.

66. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

67. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the total daily work time is less than three and one-half (3.5) hours."

68. During the relevant time period, Defendants required Plaintiff and other Class Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

69. During the relevant time period, Defendants willfully required Plaintiff and the

1 other Class Members to work during rest periods, failed to allow Plaintiff and the other Class
2 Member to take any rest period and/or failed to authorize and permit Plaintiff and the other Class
3 Members to take uninterrupted, duty-free rest breaks.

4 70. During the relevant time period, Defendants failed to pay Plaintiff and the other
5 Class Members the full rest period premium due pursuant to California Labor Code section 226.7
6 for work performed during rest periods, and/or for failure to authorize and permit Plaintiff and
7 other Class Members from taking uninterrupted rest periods.

8 71. Defendants' conduct violates applicable IWC Wage Orders and California Labor
9 Code section 226.7.

10 72. Pursuant to the applicable IWC Wage Orders and California Labor Code section
11 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one
12 additional hour of pay at the employees' regular hourly rate of compensation for each work day
13 that the rest period was not provided.

14 **FOURTH CAUSE OF ACTION**

15 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

16 **(Against All Defendants)**

17 73. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
18 every allegation set forth above.

19 74. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
20 provide that the minimum wage to be paid to employees and the payment of a lesser wage than
21 the minimum so fixed is unlawful.

22 75. During the relevant time period, Defendants regularly failed to pay minimum wage
23 to Plaintiff and the other Class Members as required pursuant to California Labor Code sections
24 1194, 1197, and 1197.1.

25 76. Defendants' failure to pay Plaintiff and the other Class Members the minimum
26 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
27 those sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance
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1 of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated
2 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

3 77. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class
4 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
5 unpaid and interest thereon.

6 **FIFTH CAUSE OF ACTION**

7 **(Violation of California Labor Code §§ 201, 202, 203)**

8 **(Against All Defendants)**

9 78. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
10 every allegation set forth above.

11 79. At all relevant times herein set forth, California Labor Code sections 201 and 202
12 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
13 discharge are due and payable immediately, and if an employee quits his or her employment, his
14 or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the
15 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case
16 the employee is entitled to his or her wages at the time of quitting.

17 80. During the relevant time period, the employment of Plaintiff and many other Class
18 Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants
19 intentionally and willfully failed to pay Plaintiff and other Class Members who are no longer
20 employed by Defendants all of their wages, earned and unpaid, including but not limited to
21 minimum wages, straight time wages, overtime wages, and vested but unused vacation time,
22 within seventy-two (72) hours of their leaving Defendants' employ.

23 81. Defendants' failure to pay Plaintiff and other Class Members who are no longer
24 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their
25 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

26 82. California Labor Code section 203 provides that if an employer willfully fails to
27 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall
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1 continue as a penalty from the due date thereof at the same rate until paid or until an action is
2 commenced; but the wages shall not continue for more than thirty (30) days.

3 83. Plaintiff and other Class Members who are no longer employed by Defendants are
4 entitled to recover from Defendants the statutory penalty wages for each day they were not paid,
5 up to a thirty (30) day maximum pursuant to California Labor Code section 203.

6 **SIXTH CAUSE OF ACTION**

7 **(Violation of California Labor Code §§ 204 and 210)**

8 **(Against All Defendants)**

9 84. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
10 every allegation set forth above

11 85. At all times herein set forth, California Labor Code section 204 provides that all
12 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
13 calendar month, other than those wages due upon termination of an employee, are due and payable
14 between the 16th and 26th day of the month during which the labor was performed.

15 86. At all times herein set forth, California Labor Code section 204 provides that all
16 wages earned by any person in any employment between the 16th and the last day, inclusive, of
17 any calendar month, other than those wages due upon termination of an employee, are due and
18 payable between the 1st and the 10th day of the following month.

19 87. At all times herein set forth, California Labor Code section 204 provides that all
20 wages earned for labor in excess of the normal work period shall be paid no later than the payday
21 for the next regular payroll period.

22 88. During the relevant time period, Defendants intentionally and willfully failed to
23 pay Plaintiff and other Class Members all wages due to them, within any time period permissible
24 under California Labor Code section 204.

25 89. Plaintiff and other Class Members are entitled to recover all available remedies for
26 Defendant's violations of California Labor Code section 204, including statutory penalties
27 pursuant to Labor Code section 210(b).
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1 intentional and willful violation of California Labor Code section 226(a) because they were
2 denied both their legal right to receive, and their protected interest in receiving, accurate and
3 itemized wage statements pursuant to California Labor Code section 226(a).

4 95. Plaintiff and the Class are entitled to recover from Defendants the greater of their
5 actual damages caused by Defendants' failure to comply with California Labor Code section
6 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

7 96. Plaintiff and the Class are also entitled to injunctive relief to ensure compliance
8 with this section, pursuant to California Labor Code section 226(g).

9 **EIGHTH CAUSE OF ACTION**

10 **(Violation of California Labor Code § 227.3)**

11 **(Against All Defendants)**

12 97. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
13 every allegation set forth above.

14 98. California Labor Code § 227.3 affirms "whenever a contract of employment or
15 employer policy provides for paid vacations, and an employee is terminated without having taken
16 off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in
17 accordance with such contract of employment or employer policy respecting eligibility or time
18 served."

19 99. Defendants' failure to pay Class Members unused and accrued vested vacation
20 time at the time of the Class Members' separation from employment with Defendants violates
21 Labor Code § 227.3.

22 100. As a direct and proximate result of Defendants' conduct, Plaintiff and similarly
23 situated Class Members have suffered substantial losses according to proof, as well as pre-
24 judgment interest, costs, and attorneys' fees pursuant to statute and applicable law.

25 **NINTH CAUSE OF ACTION**

26 **(Violation of Cal. Business & Professions Code §§ 17200, et seq.)**

27 **(Against All Defendants)**

1 101. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
2 every allegation set forth above.

3 102. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
4 unlawful and harmful to Plaintiff and the Class, to the general public, and Defendants'
5 competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest
6 within the meaning of Code of Civil Procedure section 1021.5.

7 103. Defendants' activities as alleged herein are violations of California law, and
8 constitute unlawful business acts and practices in violation of California Business & Professions
9 Code section 17200, *et seq.*

10 104. A violation of California Business & Professions Code section 17200, *et seq.* may
11 be predicated on the violation of any state or federal law. In this instant case, Defendants' policies
12 and practices of requiring employees, including Plaintiff and the Class, to work overtime without
13 paying them proper compensation violate California Labor Code sections 510 and 1198.
14 Additionally, Defendants' policies and practices of requiring employees, including Plaintiff and
15 the Class, to work through their meal and rest periods without paying them proper compensation
16 violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and
17 practices of failing to timely pay wages to Plaintiff and the Class violate California Labor Code
18 sections 201, 202, 203 and 204.

19 105. Defendants also violated California Labor Code sections 221, 226(a), 227.3, 1194,
20 1197, 1197.1, 510, and 1174(d).

21 106. As a result of the herein described violations of California law, Defendants
22 unlawfully gained an unfair advantage over other businesses.

23 107. Plaintiff and the Class have been personally injured by Defendants' unlawful
24 business acts and practices as alleged herein, including but not necessarily limited to the loss of
25 money and/or property.

26 108. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
27 Plaintiff and the Class are entitled to restitution of the wages withheld and retained by Defendants
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1 during a period that commences four years prior to the filing of this Complaint; an award of
2 attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable
3 laws; and an award of costs.

4 **TENTH CAUSE OF ACTION**

5 **(Violation of California Labor Code § 2699, Et Seq.)**

6 **(Against All Defendants)**

7 109. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and
8 every allegation set forth above.

9 110. Plaintiff brings her tenth cause of action as a representative action on behalf of
10 herself and similarly Aggrieved Employees in the capacity as a private attorney general pursuant
11 to the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq.
12 ("PAGA").

13 111. PAGA specifically provides for a private right of action to recover civil penalties
14 for violations of the Labor Code as follows: "Notwithstanding any other provision of law, any
15 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
16 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
17 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
18 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
19 or former employees pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code §
20 2699(a).

21 112. Plaintiff was employed by Defendants and the Labor Code violations alleged
22 above were committed against her during her time of employment. Plaintiff is therefore, an
23 "aggrieved employee" under PAGA.

24 113. As set forth in detail above, during all times relevant to this Action, Defendant has
25 routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor
26 Codes by:

27 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
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1 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*;

2 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
3 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*;

4 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
5 Employees, and failing to pay Plaintiff and the Aggrieved Employees an
6 additional hour of premium pay for meal period violations in violation of Labor
7 Code §§ 226.7 and 512;

8 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to
9 take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved
10 Employees an additional hour of premium pay for rest period violations in
11 violation of Labor Code §§ 226.7 and 512;

12 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at end of
13 their employment in violation of Labor Code § 203;

14 f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed
15 during employment in violation of Labor Code § 204;

16 g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,
17 itemized wage statements in violation of Labor Code § 226;

18 h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved
19 Employees' work periods, meal periods, total daily hours, hours per pay period,
20 and applicable pay rates;

21 114. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff,
22 individually and on behalf of the Aggrieved Employees and the State of California, requests and
23 is entitled to recover penalties against Defendants for the Labor Code violations described above,
24 including but not limited to penalties under California Code of Regulations Title section 11010,
25 penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3 and 1174.5,
26 and any and all additional penalties and sums as provided by the California Labor Code and/or
27 other statutes. The exact amount of the applicable penalties, in all, is in an amount to be shown
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1 according to proof at trial.

2 115. Plaintiff has exhausted her administrative remedies pursuant to Labor Code
3 §2699.3. On February 24, 2022, Plaintiff, through her counsel of record, by online filing with the
4 Labor and Workforce Development Agency (“LWDA”) and by certified mail to the Defendants,
5 notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage
6 Orders that Defendants have violated, including the facts and theories to support the violations,
7 and of Plaintiff’s intent to bring a claim for civil penalties under PAGA. The LWDA assigned
8 Plaintiff’s case number LWDA-CM- 869855-22. Plaintiff also submitted a filing fee of seventy-
9 five (\$75.00) to the LWDA in accordance with Labor Code section 2699.3(a)(1)(B). As of the
10 filing of this Complaint, more than 65 days have elapsed since the mailing of Plaintiff’s February
11 24, 2022 notice, and the Labor and Workforce Development Agency has not indicated that it
12 intends to investigate the violations discussed in the notice. Accordingly, Plaintiff may commence
13 a civil action to recover penalties for herself and other Aggrieved Employees pursuant to Labor
14 Code § 2699.3.

15 116. Plaintiff was compelled to retain the services of counsel to file this court action to
16 protect her interests and the Aggrieved Employees, and to assess and collect the civil penalties
17 owed by Defendants. Plaintiff therefore seeks an award of reasonable attorney’s fees and costs
18 pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

19 117. Plaintiff may amend this complaint as a matter of right pursuant to California
20 Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods
21 specified in Labor Code §2699.3

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general
24 public similarly situated, prays for relief and judgment against Defendants, jointly and severally,
25 as follows:

26 **Class Certification**

27 1. That this action be certified as a class action;

1 2. That Plaintiff be appointed as the representative of the Class;
2 3. That counsel for Plaintiff be appointed as Class Counsel; and
3 4. That Defendants provide to Class Counsel immediately the names and most
4 current/last known contact information (address, e-mail and telephone numbers) of all class
5 members.

6 **As to the First Cause of Action**

7 5. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
9 all overtime wages due to Plaintiff and other Class Members;

10 6. For general unpaid wages at overtime wage rates and such general and special
11 damages as may be appropriate;

12 7. For pre-judgment interest on any unpaid overtime compensation commencing
13 from the date such amounts were due;

14 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
15 California Labor Code section 1194; and

16 9. For such other and further relief as the Court may deem just and proper.

17 **As to the Second Cause of Action**

18 10. That the Court declare, adjudge and decree that Defendants violated California
19 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
20 provide all meal periods (including second meal periods) to Plaintiff and the Class;

21 11. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at
22 each employee's regular rate of compensation for each workday that a meal period was not
23 provided;

24 12. For all actual, consequential, and incidental losses and damages, according to
25 proof;

26 13. For premium wages pursuant to California Labor Code section 226.7;

27 14. For pre-judgment interest on any unpaid wages from the date such amounts were
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1 due;

2 15. For reasonable attorneys' fees and costs of suit incurred herein; and

3 16. For such other and further relief as the Court may deem just and proper.

4 **As to the Third Cause of Action**

5 17. That the Court declare, adjudge and decree that Defendants violated California
6 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest
7 periods to Plaintiff and the Class;

8 18. That the Court make an award to Plaintiff and the Class of one (1) hour of pay at
9 each employee's regular rate of compensation for each workday that a rest period was not
10 provided;

11 19. For all actual, consequential, and incidental losses and damages, according to
12 proof;

13 20. For premium wages pursuant to California Labor Code section 226.7;

14 21. For pre-judgment interest on any unpaid wages from the date such amounts were
15 due; and

16 22. For such other and further relief as the Court may deem just and proper.

17 **As to the Fourth Cause of Action**

18 23. That the Court declare, adjudge and decree that Defendants violated California
19 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
20 Plaintiff and the Class;

21 24. For general unpaid wages and such general and special damages as may be
22 appropriate;

23 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
24 Plaintiff and the Class in the amount as may be established according to proof at trial;

25 26. For pre-judgment interest on any unpaid compensation from the date such amounts
26 were due;

27 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
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California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem just and proper.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and other Class Members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff and other Class Members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

34. For such other and further relief as the Court may deem just and proper.

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiff and the Class;

36. For statutory penalties pursuant to California Labor Code section 210;

37. For such other and further relief as the Court deems just and proper.

As to the Seventh Cause of Action

38. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff and the Class, and willfully failed to provide accurate itemized wage statements thereto;

39. For actual, consequential and incidental losses and damages, according to proof;

40. For statutory penalties pursuant to California Labor Code section 226(e); and

41. For such other and further relief as the Court may deem just and proper.

As to the Eighth Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 227.3, 201, 202, and 203 by failing to pay Plaintiff and the other class members for all vested and unpaid vacation wages;

43. For vested unpaid vacation wages and penalties according to proof;

44. For all interest on wages owed;

45. For all reasonably attorneys' fees and costs recoverable by law; and

46. For such other and further relief as the Court may deem just and proper.

As to the Ninth Cause of Action

47. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and the Class all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the Class, failing to pay at least minimum wages to Plaintiff and the Class, failing to pay Plaintiff's and other Class Members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 227.3, and 1174(d);

48. For restitution of unpaid wages to Plaintiff and the Class and all pre-judgment interest from the day such amounts were due and payable;

49. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, *et seq.*;

50. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

51. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*; and

52. For such other and further relief as the Court may deem just and proper.

As to the Eleventh Cause of Action

53. For statutory attorneys' fees and costs pursuant to 2699(g)(1) of California Labor Code;

54. Prejudgment interest at the legal rate pursuant to California Labor Code Section 218.6;

55. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or other applicable statutes; and

56. For such other relief as the Court deems just and proper

Dated: April 24, 2024

PAYNE NGUYEN, LLP

By: _____

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