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FILED
 Superior Court of California
 County of Alameda

10/24/2022

Clad File, Executive Officer / Clerk of the Court

By: *Cheryl Clark* Deputy
 C. Clark

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

MICHAEL ADAMS and ANDREW COLEMAN
 individually; on behalf of other members of the
 general public similarly situated; and on behalf of
 the aggrieved employees pursuant to the Private
 Attorney General Act ("PAGA")

Plaintiff,

v.

PATIENTS MUTUAL ASSISTANCE
 COLLECTIVE CORPORATION dba
 HARBORSIDE HEALTH CENTER, a California
 corporation; FLRISH, INC. a California
 corporation; FLRISH FARMS CULTIVATION
 2, LLC, a California limited liability company;
 ACCUCANNA LLC, a California limited liability
 company; SAN JOSE WELLNESS, a California
 corporation; SAN LEANDRO WELLNESS
 SOLUTIONS, INC., a California Corporation;
 and DOES 6 through 100, inclusive;

Defendants.

Case No.: RG20049364

SECOND AMENDED COMPLAINT

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512, subd. (a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Business and Professions Code §§ 17200, et seq
- (9) Violation of PAGA California Labor Code. §§ 2699, et seq

COMES NOW, Plaintiff MICHAEL ADAMS and ANDREW COLEMAN (“Plaintiffs”), jointly, on behalf of members of the general public similarly situated alleges, and on behalf of the aggrieved employees pursuant to the Private Attorney General Act (“PAGA”) as follows:

JURISDICTION AND VENUE

1. This class action portion of this case is brought pursuant to the California Code of Civil Procedure section 382. The restitution sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

2. This representative action portion of this case is brought pursuant to Labor Code sections 2698 *et seq.* (the Private Attorneys General Act of 2004 (“PAGA”)) for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

3. This Court has jurisdiction over this action pursuant to the California Constitution, 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.

4. This Court has jurisdiction over all Defendants because, upon information and belief, each party is either a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

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

PARTIES

6. Plaintiff MICHAEL ADAMS (“Plaintiff”) is an individual residing in the State of California.

Plaintiff ANDREW COLEMAN (collectively “Plaintiffs”) is an individual residing in the State of California.

1 7. Defendant PATIENTS MUTUAL ASSISTANCE COLLECTIVE
2 CORPORATION dba HARBORSIDE HEALTH CENTER at all times herein mentioned, was
3 and is, upon information and belief, a corporation organized and existing under the laws of the
4 State of California, and transacts business throughout the State of California, including the
5 County of Alameda.

6 8. Defendant FLRISH, INC. at all times herein mentioned, was and is, upon
7 information and belief, a corporation organized and existing under the laws of the State of
8 California, and transacts business throughout the State of California.

9 9. Defendant FLRISH FARMS CULTIVATION 2, LLC at all times herein
10 mentioned, was and is, upon information and belief, a limited liability company organized and
11 existing under the laws of the State of California and transacts business throughout the State of
12 California.

13 10. Defendant ACCUCANNA LLC at all times herein mentioned, was and is, upon
14 information and belief, a limited liability company organized and existing under the laws of the
15 State of California, and transacts business throughout the State of California.

16 11. Defendant SAN JOSE WELLNESS at all times herein mentioned, was and is,
17 upon information and belief, a corporation organized and existing under the laws of the State of
18 California, and transacts business throughout the State of California.

19 12. Defendant SAN LEANDRO WELLNESS SOLUTIONS, INC. at all times herein
20 mentioned, was and is, upon information and belief, a corporation organized and existing under
21 the laws of the State of California, and transacts business throughout the State of California.

22 13. At all relevant times, Defendant PATIENTS MUTUAL ASSISTANCE
23 COLLECTIVE CORPORATION dba HARBORSIDE HEALTH CENTER was the “employer”
24 of Plaintiffs within the meaning of all applicable state laws and statutes.

25 14. At all times herein relevant, PATIENTS MUTUAL ASSISTANCE
26 COLLECTIVE CORPORATION dba HARBORSIDE HEALTH CENTER, FLRISH, INC.,
27 FLRISH FARMS CULTIVATION 2, LLC, ACCUCANNA LLC, SAN JOSE WELLNESS,
28 PATIENTS MUTUAL ASSISTANCE COLLECTIVE CORPORATION dba HARBORSIDE

1 HEALTH CENTER, and DOES 6 through 100, and each of them, were the agents, partners,
2 joint venturers, representatives, servants, employees, successors-in-interest, co-conspirators and
3 assigns, each of the other, and at all times relevant hereto were acting within the course and
4 scope of their authority as such agents, partners, joint venturers, representatives, servants,
5 employees, successors, co-conspirators and assigns, and all acts or omissions alleged herein
6 were duly committed with the ratification, knowledge, permission, encouragement,
7 authorization and consent of each defendant designated herein.

8 15. The true names and capacities, whether corporate, associate, individual or
9 otherwise, of defendants DOES 6 through 100, inclusive, are unknown to Plaintiffs who sues
10 said defendants by such fictitious names. Plaintiffs are informed and believe, and based on that
11 information and belief allege, that each of the defendants designated as a DOE is legally
12 responsible for the events and happenings referred to in this First Amended Complaint, and
13 unlawfully caused the injuries and damages to Plaintiffs as alleged in this First Amended
14 Complaint. Plaintiffs will seek leave of court to amend this First Amended Complaint to show
15 the true names and capacities when the same have been ascertained.

16 16. PATIENTS MUTUAL ASSISTANCE COLLECTIVE CORPORATION dba
17 HARBORSIDE HEALTH CENTER, FLRISH, INC., FLRISH FARMS CULTIVATION 2,
18 LLC, ACCUCANNA LLC, SAN JOSE WELLNESS, PATIENTS MUTUAL ASSISTANCE
19 COLLECTIVE CORPORATION dba HARBORSIDE HEALTH CENTER, and DOES 6
20 through 100, will hereinafter collectively be referred to as Defendants.

21 17. Plaintiffs further allege that Defendants including the unknown defendants
22 identified as DOES, directly or indirectly controlled or affected the working conditions, wages,
23 working hours, and conditions of employment of Plaintiffs and the other class
24 members/aggrieved employees so as to make each of said Defendants employers and employers
25 liable under the statutory provisions set forth herein.

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1 **CLASS ACTION ALLEGATIONS**

2 18. Plaintiffs bring this action on their own behalf and on behalf of all other
3 members of the general public similarly situated, and, thus, seeks class certification under Code
4 of Civil Procedure section 382.

5 19. The proposed class is defined as follows:

6 All current and former California-based (*i.e.*, currently “residing”
7 in California with the intent to remain in California indefinitely)
8 hourly-paid or non-exempt employees (either directly or through a
9 staffing agency or labor contractor) of Defendants within the State
10 of California at any time during the period from January 6, 2016 to
11 final judgment.

12 20. Plaintiffs reserve the right to establish subclasses as appropriate.

13 21. The class is ascertainable and there is a well-defined community of interest in the
14 litigation:

15 a. Numerosity: The class members are so numerous that joinder of all class
16 members is impracticable. The membership of the entire class is
17 unknown to Plaintiffs at this time; however, the class is estimated to be
18 approximately fifty (50) or more individuals and the identity of such
19 membership is readily ascertainable by inspection of Defendants’
20 records.

21 b. Typicality: Plaintiffs’ claims are typical of all other class members as
22 demonstrated herein. Plaintiffs will fairly and adequately protect the
23 interests of the other class members with whom he has a well-defined
24 community of interest.

25 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of
26 each class member, with whom he has a well-defined community of
27 interest and typicality of claims, as demonstrated herein. Plaintiffs have
28 no interest that is antagonistic to the other class members. Plaintiffs’

attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have 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.

22. There are common questions of law and fact as to the class members 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 their hourly-paid or non-exempt employees within the State of California for all hours worked, missed meal and rest periods in violation of California law;
- c. Whether Defendants time keeping system rounded their hourly-paid or non-exempt employees time to deprive them of wages for all hours worked;

- 1 d. Whether Defendants required Plaintiffs and the other class
2 members/aggrieved employees to work over eight (8) hours per day
3 and/or over forty (40) hours per week and failed to pay the legally
4 required overtime compensation to Plaintiffs and the other class
5 members;
- 6 e. Whether Defendants deprived Plaintiffs and the other class
7 members/aggrieved employees of meal periods or required Plaintiffs and
8 the other class members to work during meal periods without
9 compensation;
- 10 f. Whether Defendants deprived Plaintiffs and the other class
11 members/aggrieved employees of rest periods or required Plaintiffs and
12 the other class members/aggrieved employees to work during rest periods
13 without compensation;
- 14 g. Whether Defendants failed to pay minimum wages to Plaintiffs and the
15 other class members/aggrieved employees;
- 16 h. Whether Defendants failed to reimburse Plaintiffs and the other class
17 members/aggrieved employees for necessary business-related expenses
18 and costs;
- 19 i. Whether Defendants' conduct was willful or reckless; and
- 20 j. Whether Defendants engaged in unfair business practices in violation of
21 California Business & Professions Code sections 17200, *et seq.*

22 **GENERAL ALLEGATIONS**

23 23. At all relevant times set forth herein, Defendants employed Plaintiffs and other
24 persons as hourly-paid or non-exempt employees.

25 24. Defendants employed Plaintiff ADAMS as an hourly-paid or non-exempt
26 employee from approximately March of 2012 to July of 2016 in the State of California.

27 25. Defendants employed Plaintiff COLEMAN as an hourly-paid or non-exempt
28 employee within one year of March 4, 2022.

1 26. Defendants hired Plaintiffs and the other class members/aggrieved employees
2 and classified them as hourly-paid or non-exempt employees and failed to properly calculate
3 and compensate them for all hours worked, missed meal and rest periods.

4 27. Defendants had the authority to hire and terminate Plaintiffs and the other class
5 members/aggrieved employees, to set work rules and conditions governing Plaintiffs' and the
6 other class members' and aggrieved employees' employment, and to supervise their daily
7 employment activities.

8 28. Defendants exercised sufficient authority over the terms and conditions of
9 Plaintiffs' and the other class members'/aggrieved employees' employment for them to be joint
10 employers of Plaintiffs and the other class members/aggrieved employees.

11 29. Defendants directly hired and paid wages and benefits to Plaintiffs and the other
12 class members/aggrieved employees

13 30. Defendants continue to employ hourly-paid or non-exempt employees within the
14 State of California, including the County of Alameda.

15 31. Plaintiffs are informed and believe, and based thereon allege, that at all times
16 herein relevant, Defendants were advised by skilled lawyers and other professionals, employees,
17 advisors, and consultants highly knowledgeable about California wage laws, employment and
18 personnel practices.

19 32. Plaintiffs are informed and believe, and based thereon allege, that at all times
20 herein relevant, without any justification, Defendants ignored the employment and personnel
21 policy changes proposed by skilled lawyers and other professionals, employees, advisors, and
22 consultants highly knowledgeable about California wage laws, employment and personnel
23 practices.

24 33. Plaintiffs and the other class members/aggrieved employees worked over eight
25 (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

26 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants
27 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or
28 non-exempt employees within the State of California. This scheme involved, *inter alia*, failing

1 to properly calculate their overtime pay and pay them for all hours worked, missed meal and
2 rest periods in violation of California law.

3 35. Plaintiffs are informed and believe, and based thereon allege, that Defendants
4 knew or should have known that Plaintiff and the other class members/aggrieved employees
5 were entitled to receive certain wages for overtime compensation and that they were not
6 receiving wages for overtime compensation.

7 36. Plaintiffs are informed and believe, and based thereon allege, that Defendants
8 knew or should have known that Plaintiffs and the other class members/aggrieved employees
9 were entitled to receive overtime at the regular rate of pay that includes all forms of
10 compensation instead of at just hourly rate of pay.

11 37. Plaintiffs are informed and believe, and based thereon allege, that Defendants
12 failed to provide Plaintiff and the other class members/aggrieved employees with the required
13 meal periods and rest breaks during the relevant time period as required under the Industrial
14 Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties.

15 38. Plaintiffs are informed and believe, and based thereon allege, that Defendants
16 knew or should have known that Plaintiffs and the other class members/aggrieved employees
17 were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiffs'
18 and the other class members'/aggrieved employees' regular rate of pay when a meal period was
19 missed, and they did not receive all meal periods or payment of one additional hour of pay at
20 Plaintiffs' and the other class members'/aggrieved employees' regular rate of pay when a meal
21 period was missed.

22 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants
23 knew or should have known that Plaintiffs and the other class members/aggrieved employees
24 were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiffs'
25 regular rate of pay when a rest period was missed, and they did not receive all rest periods or
26 payment of one additional hour of pay at Plaintiffs' and the other class members'/aggrieved
27 employees' regular rate of pay when a rest period was missed.
28

1 40. Plaintiffs are informed and believes, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs and the other class members/aggrieved employees
3 were entitled to receive at least minimum wages for compensation and that they were not
4 receiving at least minimum wages for all hours worked.

5 41. Plaintiffs are informed and believes, and based thereon allege, that Defendants
6 knew or should have known that Plaintiffs and the other class members/aggrieved employees
7 were entitled to receive reimbursements for all business expenses incurred in discharge of his
8 duties.

9 42. Plaintiffs are informed and believes, and based thereon allege, that Defendants
10 knew or should have known that they had a duty to compensate Plaintiffs and the other class
11 members/aggrieved employees pursuant to California law, and that Defendants had the financial
12 ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
13 falsely represented to Plaintiffs and the other class members/aggrieved employees that they
14 were properly denied wages, all in order to increase Defendants' profits.

15 43. At all material times set forth herein, Defendants failed to pay overtime wages to
16 Plaintiffs and the other class members/aggrieved employees. Plaintiffs and the other class
17 members/aggrieved employees were required to work more than eight (8) hours per day and/or
18 forty (40) hours per week without overtime compensation.

19 44. At all material times set forth herein, Defendants failed to provide uninterrupted
20 meal periods and rest breaks to Plaintiffs and the other class members/aggrieved employees.

21 45. At all material times set forth herein, Defendants failed to pay Plaintiffs and the
22 other class members/aggrieved employees at least minimum wages for all hours worked.

23 46. At all material times set forth herein, Defendants failed to properly compensate
24 Plaintiffs and the other class members/aggrieved employees pursuant to California law in order
25 to increase Defendants' profits.

26 47. California Labor Code section 218 states that noting in Article 1 of the Labor
27 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due
28 to him under this article."

1 **FIRST CAUSE OF ACTION**

2 **(Violation of California Labor Code sections 510 and 1198)**

3 **(Against DEFENDANT PATIENTS MUTUAL ASSISTANCE COLLECTIVE**

4 **CORPORATION dba HARBORSIDE HEALTH CENTER and DOES 6 through 100)**

5 48. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
6 through 47, and each part thereof with the same force and effect as though fully set forth herein.

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

11 50. Specifically, the applicable IWC Wage Order provides that Defendants are and
12 were required to pay Plaintiff Coleman and other class members employed by Defendants, who
13 work(ed) more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the
14 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than
15 forty (40) hours in a workweek.

16 51. The applicable IWC Wage Order further provides that Defendants are and were
17 required to pay Plaintiff Coleman and other class members overtime compensation at a rate of
18 two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

19 52. California Labor Code section 510 codifies the right to overtime compensation at
20 one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a
21 day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of
22 work, and overtime compensation at twice the regular hourly rate for hours worked in excess of
23 twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

24 53. During the relevant time set forth herein, Plaintiff Coleman and other class
25 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a
26 week.

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1 54. As a pattern and practice, during the relevant time set forth herein, Defendants
2 intentionally and willfully failed to pay overtime wages owed to Plaintiff Coleman and other
3 class members (but not all).

4 **SECOND CAUSE OF ACTION**

5 **(Violation of California Labor Code sections 226.7 and 512(a))**

6 **(Against DEFENDANT PATIENTS MUTUAL ASSISTANCE COLLECTIVE**
7 **CORPORATION dba HARBORSIDE HEALTH CENTER and DOES 6 through 100)**

8 55. Plaintiff Coleman incorporates by reference the allegations contained in
9 paragraphs 1 through 54, and each part thereof with the same force and effect as though fully set
10 forth herein.

11 56. During the relevant time set forth herein, the IWC Order and California Labor
12 Code sections 226.7 and 512, subdivision (a) were applicable to Plaintiff Coleman's and other
13 class members' employment by Defendants.

14 57. During the relevant time set forth herein, California Labor Code section 226.7
15 provides that no employer shall require an employee to work during any meal or rest period
16 mandated by an applicable order of the California IWC.

17 58. During the relevant time period set forth herein, the applicable IWC Wage Order
18 and California Labor Code section 512, subdivision (a) provide that an employer may not
19 require, cause or permit an employee to work for a work period of more than five (5) hours per
20 day without providing the employee with a meal period of not less than thirty (30) minutes,
21 except that if the total work period per day of the employee is no more than six (6) hours, the
22 meal period may be waived by mutual consent of both the employer and employee.

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1 59. During the relevant time period set forth herein, the applicable IWC Wage Order
2 and California Labor Code section 512, subdivision (a) further provide that an employer may
3 not require, cause, or permit an employee to work for a work period of more than ten (10) hours
4 per day without providing the employee with a second uninterrupted meal period of not less
5 than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours,
6 the second meal period may be waived by mutual consent of the employer and the employee
7 only if the first meal period was not waived.

8 60. As a pattern and practice, during the relevant time set forth herein, Plaintiff
9 Coleman and other class members (but not all) who were scheduled to work for a period of time
10 no longer than six (6) hours, and who did not waive their legally-mandated meal periods by
11 mutual consent, were required to work for periods longer than five (5) hours without an
12 uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

13 61. As a pattern and practice, during the relevant time set forth herein, Plaintiff
14 Coleman and other class members (but not all) who were scheduled to work for a period of time
15 no longer than twelve (12) hours, and who did not waive their legally-mandated meal periods by
16 mutual consent, were required to work for periods longer than ten (10) hours without an
17 uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

18 62. As a pattern and practice, during the relevant time set forth herein, Plaintiff
19 Coleman and other class members (but not all) who were scheduled to work for a period in
20 excess of six (6) hours were required to work for periods longer than five (5) hours without an
21 uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

22 63. As a pattern and practice, during the relevant time set forth herein, Plaintiff
23 Coleman and other class members (but not all) who were scheduled to work for a period in
24 excess of twelve (12) hours were required to work for periods longer than ten (10) hours
25 without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest
26 period.

27 64. As a pattern and practice, during the relevant time set forth herein, Defendants
28 intentionally and willfully required Plaintiff Coleman and other class members (but not all) to

1 work during meal periods and failed to compensate Plaintiff Coleman and the other class
2 members (but not all) the full meal period premium for work performed during meal periods.

3 65. As a pattern and practice, during the relevant time set forth herein, Defendants
4 failed to pay Plaintiff Coleman and other class members (but not all) the full meal period
5 premium due pursuant to California Labor Code section 226.7.

6 66. Defendants' conduct violates applicable IWC Wage Order and California Labor
7 Code sections 226.7 and 512(a).

8 67. Pursuant to the applicable IWC Wage Order and California Labor Code section
9 226.7(b), Plaintiff Coleman and other class members are entitled to recover from Defendants
10 one additional hour of pay at the employee's regular rate of compensation for each workday that
11 the meal or rest period is not provided.

12 68. Defendants' pattern and practice of failing to pay Plaintiff Coleman and other
13 class members the unpaid balance of overtime compensation, as required by California laws,
14 violates the provisions of California Labor Code sections 510 and 1198, and is therefore
15 unlawful.

16 69. Pursuant to California Labor Code section 1194, Plaintiff Coleman and other
17 class members are entitled to recover unpaid overtime compensation, as well as interest, costs,
18 and attorneys' fees.

19 **THIRD CAUSE OF ACTION**

20 **(Violation of California Labor Code section 226.7)**

21 **(Against DEFENDANT PATIENTS MUTUAL ASSISTANCE COLLECTIVE**

22 **CORPORATION dba HARBORSIDE HEALTH CENTER and DOES 6 through 100)**

23 70. Plaintiff Coleman incorporates by reference the allegations contained in
24 paragraphs 1 through 69, and each part thereof with the same force and effect as though fully set
25 forth herein.

26 71. During the relevant time set forth herein, the applicable IWC Wage Order and
27 California Labor Code section 226.7 were applicable to Plaintiff Coleman's and other class
28 members' employment by Defendants.

1 72. During the relevant time set forth herein, California Labor Code section 226.7
2 provides that no employer shall require an employee to work during any rest period mandated
3 by an applicable order of the California IWC.

4 73. During the relevant time set forth herein, the applicable IWC Wage Order
5 provides that “[e]very employer shall authorize and permit all employees to take rest periods,
6 which insofar as practicable shall be in the middle of each work period” and that the “rest period
7 time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time
8 per four (4) hours or major fraction thereof” unless the total daily work time is less than three
9 and one-half (3 ½) hours.

10 74. As a pattern and practice, during the relevant time set forth herein, Defendants
11 required Plaintiff Coleman and other class members (but not all) to work four (4) or more hours
12 without authorizing or permitting a ten (10) minute rest period per each four (4) hour period
13 worked.

14 75. As a pattern and practice, during the relevant time set forth herein, Defendants
15 willfully required Plaintiff Coleman and other class members (but not all) to work during rest
16 periods and failed to pay Plaintiff Coleman and the other class members the full rest period
17 premium for work performed during rest periods.

18 76. As a pattern and practice, during the relevant time set forth herein, Defendants
19 failed to pay Plaintiff Coleman and the other class members (but not all) the full rest period
20 premium due pursuant to California Labor Code section 226.7

21 77. Defendants’ conduct violates applicable IWC Wage Orders and California Labor
22 Code section 226.7.

23 78. Pursuant to the applicable IWC Wage Orders and California Labor Code section
24 226.7(b), Plaintiff Coleman and the other class members are entitled to recover from
25 Defendants one additional hour of pay at the employees’ regular hourly rate of compensation
26 for each workday that the rest period was not provided.

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1 **FOURTH CAUSE OF ACTION**

2 **(Violation of California Labor Code sections 1194 and 1197)**

3 **(Against DEFENDANT PATIENTS MUTUAL ASSISTANCE COLLECTIVE**

4 **CORPORATION dba HARBORSIDE HEALTH CENTER and DOES 6 through 100)**

5 79. Plaintiff Coleman incorporates by reference the allegations contained in
6 paragraphs 1 through 78 and each part thereof with the same force and effect as though fully set
7 forth herein.

8 80. During the relevant time set forth herein, California Labor Code sections 1194
9 and 1197 provide that the minimum wage to be paid to employees, and the payment of a lesser
10 wage than the minimum so fixed, is unlawful.

11 81. As a pattern and practice, during the relevant time period set forth herein,
12 Defendants failed to pay minimum wages to Plaintiff Coleman and other class members (but not
13 all) as required, pursuant to California Labor Code sections 1194 and 1197.

14 82. Defendants' failure to pay Plaintiff Coleman and other class members the
15 minimum wage as required violates California Labor Code sections 1194 and 1197. Pursuant to
16 those sections, Plaintiff Coleman and other class members are entitled to recover the unpaid
17 balance of their minimum wage compensation as well as interest, costs, and attorney's fees, and
18 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

19 83. Pursuant to California Labor Code section 1194.2, Plaintiff Coleman and other
20 class members are entitled to recover liquidated damages in an amount equal to the wages
21 unlawfully unpaid and interest thereon.

22 **FIFTH CAUSE OF ACTION**

23 **(Violation of California Labor Code sections 201 and 202)**

24 **(Against DEFENDANT PATIENTS MUTUAL ASSISTANCE COLLECTIVE**

25 **CORPORATION dba HARBORSIDE HEALTH CENTER and DOES 6 through 100)**

26 84. Plaintiff Coleman incorporates by reference the allegations contained in
27 paragraphs 1 through 83, and each part thereof with the same force and effect as though fully set
28 forth herein.

1 85. During the relevant time period set forth herein, California Labor Code sections
2 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid
3 at the time of discharge are due and payable immediately, and if an employee quits his or her
4 employment, his or her wages shall become due and payable not later than seventy-two (72)
5 hours thereafter, unless the employee has given seventy-two (72) hours notice of his or her
6 intention to quit, in which case the employee is entitled to his or her wages at the time of
7 quitting.

8 86. As a pattern and practice, during the relevant time set forth herein, Defendants
9 intentionally and willfully failed to pay Plaintiff Coleman and other class members (but not all)
10 who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two
11 (72) hours of their leaving Defendants' employ.

12 87. Defendants' pattern and practice of failing to pay Plaintiff Coleman and other
13 class members who are no longer employed by Defendants their wages, earned and unpaid,
14 within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California
15 Labor Code sections 201 and 202.

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

20 89. Plaintiff Coleman and other class members are entitled to recover from
21 Defendants the statutory penalty wages for each day they were not paid, up to the thirty (30) day
22 maximum as provided by Labor Code section 203.

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1 **SIXTH CAUSE OF ACTION**

2 **(Violation of California Labor Code section 226(a))**

3 **(Against PATIENTS MUTUAL ASSISTANCE COLLECTIVE CORPORATION dba**

4 **HARBORSIDE HEALTH CENTER and DOES 6 through 100)**

5 90. Plaintiff Coleman incorporates by reference the allegations contained in
6 paragraphs 1 through 89, and each and every part thereof with the same force and effect as
7 though fully set forth herein.

8 91. During the relevant time period set forth herein, California Labor Code section
9 226(a) provides that every employer shall furnish each of his or her employees an accurate
10 itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the
11 employee, (3) the number of piece-rate units earned and any applicable piece rate if the
12 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
13 written orders of the employee may be aggregated and shown as one item, (5) net wages earned,
14 (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
15 employee and his or her social security number, (8) the name and address of the legal entity that
16 is the employer, and (9) all applicable hourly rates in effect during the pay period and the
17 corresponding number of hours worked at each hourly rate by the employee. The deductions
18 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
19 showing the month, day, and year, and a copy of the statement or a record of the deductions
20 shall be kept on file by the employer for at least three years at the place of employment or at a
21 central location within the State of California.

22 92. As a pattern and practice, Defendants have intentionally and willfully failed to
23 provide Plaintiff Coleman and other class members (but not all) with complete and accurate
24 wage statements. The deficiencies include but are not limited to the failure to include the total
25 number of hours worked by Plaintiff Coleman and other class members.

26 93. As a result of Defendants' violation of California Labor Code section 226,
27 subdivision (a), Plaintiff Coleman and other class members have suffered injury and damage to
28 their statutorily protected rights.

1 94. More specifically, Plaintiff Coleman and other class members have been injured
2 by Defendants' intentional and willful violation of California Labor Code section 226,
3 subdivision (a), because they were denied both their legal right to receive, and their protected
4 interest in receiving, accurate and itemized wage statements pursuant to California Labor Code
5 section 226, subdivision (a).

6 95. Plaintiff Coleman and other class members are entitled to recover from
7 Defendants the greater of their actual damages caused by Defendants' failure to comply with
8 California Labor Code section 226, subdivision (a), or an aggregate penalty not exceeding four
9 thousand dollars per employee.

10 96. Plaintiff Coleman and other class members are also entitled to injunctive relief to
11 ensure compliance with this section, pursuant to California Labor Code section 226, subdivision
12 (g).

13 **SEVENTH CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 2800 and 2802)**

15 **(Against PATIENTS MUTUAL ASSISTANCE COLLECTIVE CORPORATION dba**
16 **HARBORSIDE HEALTH CENTER and DOES 6 through 100)**

17 97. Plaintiff Coleman incorporates by reference the allegations contained in
18 paragraphs 1 through 96, and each and every part thereof with the same force and effect as
19 though fully set forth herein.

20 98. Pursuant to California Labor Code sections 2800 and 2802, an employer must
21 reimburse its employee for all necessary expenditures incurred by the employee in direct
22 consequence of the discharge of his or her job duties or in direct consequence of his or her
23 obedience to the directions of the employer.

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1 99. Defendants have intentionally and willfully failed to reimburse Plaintiff Coleman
2 and other class members (but not all) for all necessary business-related expenses and costs.
3 Plaintiff Coleman and other class members are entitled to recover from Defendants their
4 business-related expenses and costs incurred during the course and scope of their employment,
5 plus interest accrued from the date on which the employee incurred the necessary expenditures
6 at the same rate as judgments in civil actions in the State of California.

7 **EIGHTH CAUSE OF ACTION**

8 **Violation of California Business & Professions Code sections 17200, et seq.**
9 **(Against PATIENTS MUTUAL ASSISTANCE COLLECTIVE CORPORATION dba**
10 **HARBORSIDE HEALTH CENTER and DOES 6 through 100)**

11 100. Plaintiffs incorporates by reference the allegations contained in paragraphs 1
12 through 99, and each and every part thereof with the same force and effect as though fully set
13 forth herein.

14 101. Defendants' conduct, as alleged herein, has been, and continues to be unfair,
15 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'
16 competitors. Accordingly, Plaintiffs seeks to enforce important rights affecting the public
17 interest within the meaning of Code of Civil Procedure section 1021.5.

18 102. Defendants' activities as alleged herein are violations of California law, and
19 constitute unlawful business acts and practices in violation of California Business & Professions
20 Code sections 17200, et seq.

21 103. A violation of California Business & Professions Code sections 17200, et seq.
22 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
23 pattern and practice of requiring Plaintiffs and other class members work overtime hours
24 without paying them proper compensation violate California Labor Code sections 510 and
25 1198. Additionally, Defendants' pattern and practice of requiring Plaintiffs and other class
26 members, to work through their meal and rest periods without paying them proper
27 compensation violate California Labor Code sections 226.7 and 512, subdivision (a). Moreover,
28 Defendants' pattern and practice of failing to timely pay wages to Plaintiffs and other class

members violate California Labor Code sections 201 and 202. Defendants also violated California Labor Code sections 226(a), 1194, 1197, 2800 and 2802.

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

105. Plaintiffs and other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

106. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiffs and other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this Complaint; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

Failure to Pay Overtime

107. Defendants' failure to pay overtime and failure to properly calculate overtime in violation of the Wage Orders and California Labor Code sections 510 and 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, *et seq.*

Failing to Provide Meal Periods

108. Defendants' failure to provide legally required meal periods in violation of the Wage Orders and California Labor Code sections 226.7 and 512(a), as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, *et seq.*

Failure to Provide Rest Periods

109. Defendants' failure to provide legally required rest periods in violation of the Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, *et seq.*

1 **Failure to Pay Minimum Wages**

2 110. Defendants' failure to pay minimum wages in violation of the Wage Orders and
3 California Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes unlawful
4 and/or unfair activity prohibited by California Business & Professions Code section 17200, *et*
5 *seq.*

6 **Failure to Reimburse Business Expenses**

7 111. Defendants' failure to reimburse any and all necessary expenditures or losses
8 incurred by employees in direct consequence of the discharge of their duties violates the
9 mandate of the Wage Orders and California Labor Code sections 2800 and 2802 as alleged
10 above, constitutes unlawful and/or unfair activity prohibited by California Business &
11 Professions Code section 17200, *et seq.*

12 112. As a result of the herein described violations of California law, Defendants
13 unlawfully gained an unfair advantage over other businesses.

14 113. Plaintiffs and the other class members have been personally injured and continue
15 to be injured by Defendants' unlawful business acts and practices as alleged herein, including,
16 but not necessarily limited to, the loss of money and/or property.

17 114. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
18 Plaintiffs and the other class members are entitled to restitution of the wages withheld and
19 retained by Defendants during a period that commences four years prior to the filing of this
20 Complaint; an award of attorneys' fees pursuant to California Code of Civil Procedure section
21 1021.5 and other applicable laws; and an award of costs.

22 **NINTH CAUSE OF ACTION**

23 **PAGA VIOLATIONS**

24 **(Against PATIENTS MUTUAL ASSISTANCE COLLECTIVE CORPORATION dba**
25 **HARBORSIDE HEALTH CENTER and DOES 6 through 100)**

26 115. Plaintiff Colman re-alleges and incorporates by reference paragraphs 1 through
27 114 as though fully set forth herein.

28 116. PAGA expressly establishes that any provision of the California Labor Code

1 which provides for a civil penalty to be assessed and collected by the LWDA, or any of its
2 departments, divisions, commissions, boards, agencies or employees for a violation of the
3 California Labor Code, may be recovered through a civil action brought by an aggrieved
4 employee on behalf of himself or herself, and other current or former employees.

5 117. On March 4, 2022, Plaintiff Coleman provided written notice to the LWDA and
6 Defendants of the specific provisions of the Labor Code he contends were violated, and the
7 theories supporting his contentions. Attached hereto as **Exhibit 1** and incorporated by reference
8 is a copy of the March 4, 2022, written notice to the LWDA. Plaintiff Coleman subsequently
9 amended his written notice to the LWDA on June 16, 2022. Attached hereto as **Exhibit 2** and
10 incorporated by reference is a copy of the June 16, 2022, amended written notice to the LWDA.
11 Plaintiff Coleman believes that on or about Monday August 22, 2022, the sixty-five (65) day
12 expired as to all Defendants. The LWDA did not take any action to investigate or prosecute this
13 matter. Therefore, Plaintiff Coleman have exhausted the statutory time to bring this action.

14 118. Plaintiff Coleman and the other hourly-paid or non-exempt employees are
15 “aggrieved employees” as defined by California Labor Code § 2699(c) in that they are all
16 current or former employees (whether hired directly or through a staffing agency or labor
17 contractor) of Defendants who worked for Defendants at any time during the period from March
18 4, 2021 to the present, and one or more of the alleged violations was committed against them.

19 **Failure to Pay Minimum and Overtime Wages**

20 119. At all times relevant herein, Defendants were required to compensate their non-
21 exempt employees minimum wages for all hours worked and overtime wages for all hours
22 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
23 mandate of Labor Code sections 510, 1194, 1197, and 1198.

24 120. As a pattern and practice, Defendants failed to compensate Plaintiff Coleman and
25 other aggrieved current and former employees for all hours worked, resulting in a failure to pay
26 all minimum wages and overtime wages, where applicable.

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28 ///

1 **Failure to Provide Meal Periods and Rest Breaks**

2 121. In accordance with the mandates of Labor Code sections 226.7 and 512,
3 Defendants were required to authorize and permit their non-exempt employees to take a 10-
4 minute rest break for every four (4) hours worked or major fraction thereof, and were further
5 required to provide their non-exempt employees with a 30-minute meal period for every five (5)
6 hours worked.

7 122. As a pattern and practice, Defendants failed to provide Plaintiff Coleman and the
8 other aggrieved current and former employees with legally-mandated meal periods and rest
9 breaks and failed to pay proper compensation for this failure.

10 **Failure to Timely Pay Wages During Employment**

11 123. At all times relevant herein, Defendants were required to pay their employees
12 within a specified time pursuant to the mandate of Labor Code § 204.

13 124. As a pattern and practice, Defendants failed to pay Plaintiff Coleman and other
14 aggrieved current and former employees all wages due and owing them within the required time
15 period.

16 **Failure to Timely Pay Wages Upon Termination**

17 125. At all times relevant herein, Defendants were required to pay their employees all
18 wages owed in a timely fashion at the end of employment pursuant to California Labor Code
19 sections 201 to 204.

20 126. As a result of Defendants' Labor Code violations alleged above, Defendants
21 failed to pay Plaintiff Coleman and the other aggrieved former employees their final wages
22 pursuant to Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to
23 Labor Code § 203.

24 **Failure to Provide Complete and Accurate Wage Statements**

25 127. At all times relevant herein, Defendants were required to keep *accurate* records
26 regarding their California employees pursuant to the mandate of Labor Code sections 226 and
27 1174.
28

1 128. As a result of Defendants' various Labor Code violations, Defendants failed to
2 keep accurate records regarding Plaintiff Coleman and other aggrieved current and former
3 employees. For example, Defendants failed in their affirmative obligation to keep accurate
4 records regarding Plaintiff Coleman's and other aggrieved current and former employees' gross
5 wages earned, total hours worked, all deductions, net wages earned, and all applicable hourly
6 rates and the number of hours worked at each hourly rate.

7 **Failure to Reimburse Business Expenses**

8 129. At all times relevant herein, Defendants were required to reimburse its
9 employees for any and all necessary expenditures or losses incurred by the employees in direct
10 consequences of the discharge or his or her duties pursuant to the mandate of Labor Code §§
11 2800 and 2802.

12 130. As a pattern and practice, Defendants failed to pay Plaintiff Coleman and other
13 aggrieved current and former employees all business expenses incurred and owing them within
14 the required time period.

15 **DEMAND FOR JURY TRIAL**

16 Plaintiffs, together, and on behalf of other members of the general public similarly
17 situated, request a trial by jury.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, Plaintiffs, and on behalf of themselves and all other members of the
20 general public similarly situated, prays for relief and judgment against Defendants, jointly and
21 severally, as follows:

22 **Class Certification**

- 23 1. That this action be certified as a class action;
- 24 2. That Plaintiffs be appointed as representatives of the Class;
- 25 3. That counsel for Plaintiffs be appointed as Class Counsel; and
- 26 4. That Defendants provide to Class Counsel immediately the names and most
27 current contact information (address, e-mail and telephone numbers) of all class members.
28

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

2 5. That the Court declare, adjudge and decree that Defendants violated California
3 Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay
4 all overtime wages due to Plaintiff Coleman and other class members (but not all);

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

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

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

11 9. For such other and further relief as the court may deem just and proper.

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

13 10. That the Court declare, adjudge and decree that Defendants violated California
14 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to
15 provide all meal periods (including second meal periods) to Plaintiff Coleman and the other
16 class members (but not all);

17 11. That the Court make an award to Plaintiff Coleman and the other class members
18 of one (1) hour of pay at each employee's regular rate of compensation for each workday that a
19 meal period was not provided;

20 12. For all actual, consequential, and incidental losses and damages, according to
21 proof;

22 13. For premium wages pursuant to California Labor Code section 226.7,
23 subdivision (b);

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

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

27 16. For such other and further relief as the court may deem just and proper.

As to the Third Cause of Action

17. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff Coleman and the other class members (but not all);

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

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

20. For premium wages pursuant to California Labor Code section 226.7, subdivision (b);

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

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

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiff Coleman and the other class members (but not all);

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

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

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

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

28. For such other and further relief as the court may deem just and proper.

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1 **As to the Fifth Cause of Action**

2 29. That the Court declare, adjudge and decree that Defendants violated California
3 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
4 time of termination of the employment of Plaintiff Coleman and other class members (but not
5 all) no longer employed by Defendants;

6 30. For all actual, consequential, and incidental losses and damages, according to
7 proof;

8 31. For statutory wage penalties pursuant to California Labor Code section 203 for
9 the other class members who have left Defendants' employ;

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

12 33. For such other and further relief as the court may deem just and proper.

13 **As to the Sixth Cause of Action**

14 34. That the Court declare, adjudge and decree that Defendants violated the record
15 keeping provisions of California Labor Code section 226, subdivision (a) and applicable IWC
16 Wage Orders as to Plaintiff Coleman and other class members (but not all), and willfully failed
17 to provide accurate itemized wage statements thereto;

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

19 36. For statutory penalties pursuant to California Labor Code section 226,
20 subdivision (e);

21 37. For injunctive relief to ensure compliance with this section, pursuant to
22 California Labor Code section 226(g); and

23 38. For such other and further relief as the court may deem just and proper.

24 **As to the Seventh Cause of Action**

25 39. That the Court declare, adjudge and decree that Defendants violated California
26 Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff Coleman and
27 other class members (but not all) for all necessary business-related expenses as required by
28 California Labor Code sections 2800 and 2802;

- 1 40. For actual, consequential and incidental losses and damages, according to proof;
2 41. For the imposition of civil penalties and/or statutory penalties;
3 42. For punitive damages and/or exemplary damages according to proof at trial;
4 43. For reasonable attorneys' fees and costs of suit incurred herein; and
5 44. For such other and further relief as the court may deem just and proper.

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

7 45. That the Court declare, adjudge and decree that Defendants violated California
8 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiffs and other
9 class members all overtime compensation due to them, failing to provide all meal and rest
10 periods to Plaintiff and the other class members, failing to pay at least minimum wages to
11 Plaintiff and the other class members, failing to pay Plaintiff's and other class members' wages
12 timely as required by California Labor Code section 201, 202.

13 46. For restitution of unpaid wages to Plaintiffs and other class members and all pre-
14 judgment interest from the day such amounts were due and payable;

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

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

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

23 50. For such other and further relief as the court may deem just and proper.

24 **As to the Ninth Cause of Action**

25 51. Pursuant to California Labor Code sections 2699, *et seq.* Plaintiff Coleman,
26 individually, and on behalf of other current and former aggrieved employees, requests and is
27 entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees
28 and costs pursuant, including but not limited to:

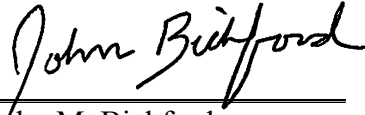
- 1 a. Penalties under California Labor Code section 2699 in the amount of a
2 hundred dollars (\$100) for each aggrieved employee per pay period for
3 the initial violation, and two hundred dollars (\$200) for each aggrieved
4 employee per pay period for each subsequent violation;
- 5 b. Penalties under California Code of Regulations Title 8 section 11040 in
6 the amount of fifty dollars (\$50) for each aggrieved employee per pay
7 period for the initial violation, and one hundred dollars (\$100) for each
8 aggrieved employee per pay period for each subsequent violation;
- 9 c. Penalties under California Labor Code section 210 in addition to, and
10 entirely independent and apart from, any other penalty provided in the
11 California Labor Code in the amount of a hundred dollars (\$100) for each
12 aggrieved employee per pay period for the initial violation, and two
13 hundred dollars (\$200) for each aggrieved employee per pay period for
14 each subsequent violation;
- 15 d. Penalties under Labor Code section 1197.1 in the amount of a hundred
16 dollars (\$100) for each aggrieved employee per pay period for the initial
17 violation, and two hundred fifty dollars (\$250) for each aggrieved
18 employee per pay period for each subsequent violation.

19 52. Any and all additional penalties as provided by the Labor Code and/or other
20 statutes; and

21 53. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194, and 2699,
22 and any other applicable statute.

23
24 Dated: October 24, 2022

JUSTICE LAW CORPORATION

25
26 By: 
27 John M. Bickford

28 Attorneys for Plaintiffs MICHAEL ADAMS
and ANDREW COLEMAN

EXHIBIT 1

March 4, 2022

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

**Re: PATIENTS MUTUAL ASSISTANCE COLLECTIVE CORPORATION dba
HARBORSIDE HEALTH CENTER.**

Dear Representative:

We have been retained to represent Andrew Coleman against Patients Mutual Assistance Collective Corporation dba Harborside Health Center (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "HARBORSIDE").

Mr. Coleman is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Coleman may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Patients Mutual Assistance Collective Corporation dba Harborside Health Center is a California corporation located at 1840 Embarcadero, Oakland, CA 94606.

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¹ Mr. Coleman does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Coleman will amend this notice when the true names and capacities are known. Mr. Coleman is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Coleman and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

HARBORSIDE employed Mr. Coleman as an hourly-paid non-exempt Inventory Assistant within one year of the date of this letter (until in or around July of 2021²) in the State of California. HARBORSIDE directly controlled the wages, hours and/or working conditions of Mr. Coleman and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Coleman may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of HARBORSIDE within the State of California.

HARBORSIDE failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Coleman has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at HARBORSIDE, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

HARBORSIDE has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

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² Per Emergency Rule 9 (Tolling statute of limitations for civil causes of action) of the Judicial Council's Emergency Rules Related to COVID-19, all statute of limitations for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020. Therefore, the one (1) year statute of limitations for Mr. Coleman's PAGA cause of action is tolled.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Coleman and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. HARBORSIDE failed to compensate Mr. Coleman and other aggrieved employees for all hours worked and performing off-the-clock work. Such off-the-clock work consisted of, but was not limited to: (1) pre-shift work including cleaning-up the retail locations and weekly meetings before clocking in; (2) waiting in line to clock in due to an inadequate number of timeclocks on the premises; (3) post-shift work including close-out tasks, e.g., last minute adjustments to deliveries, and answering last minute e-mails and questions and (4) working during meal breaks,

HARBORSIDE also failed to include non-discretionary bonuses and incentives (e.g., Select Oil incentive, Harborside Reserve incentive, and COVID-19 incentive) in aggrieved employees' regular rate of pay for purposes of overtime compensation. Further, HARBORSIDE required aggrieved employees to work alternative workweek schedules including failing to provide complete disclosures regarding the parameters of the alternative workweek schedule and failed to compensate them for all overtime premiums owed. Therefore, Mr. Coleman and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, HARBORSIDE failed to pay Mr. Coleman and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

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California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, HARBORSIDE routinely required Mr. Coleman and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with HARBORSIDE's policies and expectations, and meet production quotas. HARBORSIDE failed to provide coverage to Mr. Coleman and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Additionally, by failing to maintain an adequate number of timeclocks, HARBORSIDE forced aggrieved employees to cut their meal breaks short to stand in line at the timeclock, clock-in, and immediately return to work before the end of their breaks. Moreover, HARBORSIDE's breakrooms were located several minutes away from the workstations, forcing aggrieved employees to spend a portion of their meal and rest breaks travelling to and from the breakrooms during their breaks. Lastly, HARBORSIDE also failed to authorize and permit Mr. Coleman and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, HARBORSIDE failed to compensate Mr. Coleman and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at Mr. Coleman and other aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." HARBORSIDE required aggrieved employees to work seven days in a row or more without one day's rest.

California Labor Code section 432.5 states "[n]o employer, or agent, manager, superintendent, or officer thereof, shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer, or agent, manager, superintendent, or officer thereof to be prohibited by law." HARBORSIDE required Mr. Coleman and other aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

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California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, HARBORSIDE failed to pay Mr. Coleman and other aggrieved employees all wages, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, HARBORSIDE failed to pay Mr. Coleman and other aggrieved employees all wages due to them, including for uncompensated off-the-clock work, unpaid overtime premiums and premium wages for failing to provide legally mandated meal and rest breaks within any time period specified by California Labor Code section 204.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, HARBORSIDE did not provide Mr. Coleman and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from HARBORSIDE were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Mr. Coleman and other aggrieved employees, (2) total hours worked by Mr. Coleman and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Coleman and other aggrieved employees (4) all deductions for Mr. Coleman and other aggrieved employees, (5) net wages earned by Mr. Coleman and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Coleman and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Mr. Coleman and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting 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 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Mr. Coleman and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, HARBORSIDE failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Coleman and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, HARBORSIDE did not provide Mr. Coleman and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift, donning and doffing uniforms, undergoing security procedures, waiting in line to clock-in, and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. Coleman and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by HARBORSIDE, including for purchasing equipment they were required to wear while working (e.g., closed toe/heel shoes), supplies (e.g., office supplies), using their personal cellular phones to communicate with coworkers, supervisors, and customers to whom they were making deliveries for on a daily basis, and using their personal vehicles for work related purposes (e.g., to drive between retail locations and transport materials).

We believe that Mr. Coleman and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Coleman will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of HARBORSIDE within one year of the date of this letter, as allowed by law.

LWDA
March 4, 2022
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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a long horizontal flourish extending to the right.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

John Hanks Nichols
c/o Patients Mutual Assistance Collective Corporation dba Harborside Health Center
2100 Embarcadero, Ste. 201
Oakland, CA 94606
Agent for Service of Process for Patients Mutual Assistance Collective Corporation dba
Harborside Health Center

EXHIBIT 2

June 16, 2022

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

**Re: PATIENTS MUTUAL ASSISTANCE COLLECTIVE CORPORATION dba
HARBORSIDE HEALTH CENTER.**

Dear Representative:

We have been retained to represent Andrew Coleman against Patients Mutual Assistance Collective Corporation dba Harborside Health Center (including, but not limited to: Flrish, Inc.; Flrish Farms Cultivation 2, LLC; Accucanna LLC; San Jose Wellness; San Leandro Wellness Solutions and any and all other affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 11-20¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "HARBORSIDE").

Mr. Coleman is pursuing his California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Coleman may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Patients Mutual Assistance Collective Corporation dba Harborside Health Center is a California corporation located at 1840 Embarcadero, Oakland, CA 94606.

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¹ Mr. Coleman does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 20, inclusive, and for that reason, said DOES are designated under such fictitious names. Mr. Coleman will amend this notice when the true names and capacities are known. Mr. Coleman is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Coleman and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

HARBORSIDE employed Mr. Coleman as an hourly-paid non-exempt Inventory Assistant within one year of the date of this letter (until in or around July of 2021²) in the State of California. HARBORSIDE directly controlled the wages, hours and/or working conditions of Mr. Coleman and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Mr. Coleman may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through a staffing agency) of HARBORSIDE within the State of California.

HARBORSIDE failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Mr. Coleman has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at HARBORSIDE, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

HARBORSIDE has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

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² Per Emergency Rule 9 (Tolling statute of limitations for civil causes of action) of the Judicial Council's Emergency Rules Related to COVID-19, all statute of limitations for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020. Therefore, the one (1) year statute of limitations for Mr. Coleman's PAGA cause of action is tolled.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Mr. Coleman and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. HARBORSIDE failed to compensate Mr. Coleman and other aggrieved employees for all hours worked and performing off-the-clock work. Such off-the-clock work consisted of, but was not limited to: (1) pre-shift work including cleaning-up the retail locations and weekly meetings before clocking in; (2) waiting in line to clock in due to an inadequate number of timeclocks on the premises; (3) post-shift work including close-out tasks, e.g., last minute adjustments to deliveries, and answering last minute e-mails and questions and (4) working during meal breaks,

HARBORSIDE also failed to include non-discretionary bonuses and incentives (e.g., Select Oil incentive, Harborside Reserve incentive, and COVID-19 incentive) in aggrieved employees' regular rate of pay for purposes of overtime compensation. Further, HARBORSIDE required aggrieved employees to work alternative workweek schedules including failing to provide complete disclosures regarding the parameters of the alternative workweek schedule and failed to compensate them for all overtime premiums owed. Therefore, Mr. Coleman and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code section 246 requires that employers provide employees with paid sick leave of not less than one hour per every 30 hours worked. California Labor Code section 246(l) also requires that paid sick leave be paid at a non-exempt employee's regular rate of pay for the workweek in which the employee uses paid sick time or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. During the relevant time period, HARBORSIDE failed to pay Mr. Coleman and other aggrieved employees with paid sick leave that complied with California Labor Code section 246, by, for example, failing to pay paid sick leave at non-exempt employee's regular rate of pay or at a rate calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

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California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, HARBORSIDE routinely required Mr. Coleman and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with HARBORSIDE's policies and expectations, and meet production quotas. HARBORSIDE failed to provide coverage to Mr. Coleman and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Additionally, by failing to maintain an adequate number of timeclocks, HARBORSIDE forced aggrieved employees to cut their meal breaks short to stand in line at the timeclock, clock-in, and immediately return to work before the end of their breaks. Moreover, HARBORSIDE's breakrooms were located several minutes away from the workstations, forcing aggrieved employees to spend a portion of their meal and rest breaks travelling to and from the breakrooms during their breaks. Lastly, HARBORSIDE also failed to authorize and permit Mr. Coleman and other aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, HARBORSIDE failed to compensate Mr. Coleman and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at Mr. Coleman and other aggrieved employees' regular rate of pay.

California Labor Code section 551 states "[e]very person employed in any occupation of labor is entitled to one day's rest therefrom in seven." Section 552 further states "[n]o employer of labor shall cause his employees to work more than six days in seven." HARBORSIDE required aggrieved employees to work seven days in a row or more without one day's rest.

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California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. Coleman and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by HARBORSIDE, including for purchasing equipment they were required to wear while working (e.g., closed toe/heel shoes), supplies (e.g., office supplies), using their personal cellular phones to communicate with coworkers, supervisors, and customers to whom they were making deliveries for on a daily basis, and using their personal vehicles for work related purposes (e.g., to drive between retail locations and transport materials).

We believe that Mr. Coleman and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7, 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

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The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Mr. Coleman will seek these penalties on his own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of HARBORSIDE within one year of the date of this letter, as allowed by law.

LWDA
June 16, 2022
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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a long horizontal stroke extending to the right.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

John Hanks Nichols
c/o Patients Mutual Assistance Collective Corporation dba Harborside Health Center
2100 Embarcadero, Ste. 201
Oakland, CA 94606
Agent for Service of Process for Patients Mutual Assistance Collective Corporation dba
Harborside Health Center

John Hanks Nichols
c/o Flrish, Inc.
2100 Embarcadero, Ste. 201
Oakland, CA 94606
Agent for Service of Process for Flrish, Inc.

John Hanks Nichols
c/o Flrish Farms Cultivation 2, LLC
2100 Embarcadero, Ste. 201
Oakland, CA 94606
Agent for Service of Process for Flrish Farms Cultivation 2, LLC

John Hanks Nichols
c/o Accucanna LLC
2100 Embarcadero, Ste. 201
Oakland, CA 94606
Agent for Service of Process for Accucanna LLC

LWDA

June 16, 2022

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John Hanks Nichols

c/o San Jose Wellness Center

2100 Embarcadero, Ste. 201

Oakland, CA 94606

Agent for Service of Process for Jose Wellness Center

John Hanks Nichols

c/o San Leandro Wellness Solutions

2100 Embarcadero, Ste. 201

Oakland, CA 94606

Agent for Service of Process for San Leandro Wellness Solutions

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is aokada@justicelawcorp.com

On November 7, 2022, I served the foregoing document described as

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

for the following case: **Adams, et al. v. Patients Mutual Collective Corporation**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-871692-22**
Court Case No.: RG20049364
Alameda County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on November 7, 2022, at Pasadena, California.



Alex Ward