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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

MAR 20 2023

By *Michael J. Fox* Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SAN BERNARDINO**

RICO BARELA and MAHVASH SAFAEI,  
individually, and on behalf of other members  
of the general public similarly situated, and  
on behalf of aggrieved employees pursuant to  
the Private Attorneys General Act of 2004  
("PAGA");

Plaintiffs,

v.

HYDROFARM, LLC, a California limited  
liability company; and DOES 1 through 100,  
inclusive;

Defendants.

Case No.: CIVSB2222442

**FIRST AMENDED CLASS ACTION  
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(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 Labor Code § 2698, *et seq.* (Private Attorneys General Act of 2004);
- (9) Violation of California Business & Professions Code §§ 17200, *et seq.*

**DEMAND FOR JURY TRIAL**

Complaint Filed: October 5, 2022

Trial Date: None Set

COMES NOW, Plaintiffs RICO BARELA and MAHVASH SAFAEI (“Plaintiffs”), individually, and on behalf of other members of the general public similarly situated, and on behalf of aggrieved employees pursuant to the Private Attorneys General Act of 2004 (“PAGA”), and allege as follows:

**JURISDICTION AND VENUE**

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

2. 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.

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

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of San Bernardino. The majority of the acts and omissions alleged herein relating to Plaintiffs took place in the State of California, County of San Bernardino. Defendants employed Plaintiffs within the State of California, County of San Bernardino.

**PARTIES**

5. Plaintiff RICO BARELA is an individual residing in the State of California, County of Los Angeles.

6. Plaintiff MAHVASH SAFAEI is an individual residing in the State of California, County of Sonoma.

1           7. Defendant HYDROFARM, LLC, at all times herein mentioned, was and is, upon  
2 information and belief, a California limited liability company headquartered in the State of  
3 California, and at all times herein mentioned, was and is, an employer whose employees are  
4 engaged throughout the State of California, including the County of San Bernardino.

5           8. At all relevant times, Defendant HYDROFARM, LLC was the “employer” of  
6 Plaintiffs within the meaning of all applicable California laws and statutes.

7           9. At all times herein relevant, Defendants HYDROFARM, LLC and DOES 1  
8 through 100, and each of them, were the agents, partners, joint venturers, joint employers,  
9 representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each  
10 of the other, and at all times relevant hereto were acting within the course and scope of their  
11 authority as such agents, partners, joint venturers, joint employers, representatives, servants,  
12 employees, successors, co-conspirators and assigns, and all acts or omissions alleged herein  
13 were duly committed with the ratification, knowledge, permission, encouragement,  
14 authorization, and consent of each defendant designated herein.

15          10. The true names and capacities, whether corporate, associate, individual or  
16 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs, who sues  
17 said defendants by such fictitious names. Plaintiffs are informed and believe, and based on  
18 that information and belief alleges, that each of the Defendants designated as a DOE is legally  
19 responsible for the events and happenings referred to in this Complaint, and unlawfully caused  
20 the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint.  
21 Plaintiffs will seek leave of court to amend this Complaint to show the true names and  
22 capacities when the same have been ascertained.

23          11. Defendants HYDROFARM, LLC and DOES 1 through 100 will hereinafter  
24 collectively be referred to as “Defendants.”

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12. Plaintiffs further alleges that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and the other class members so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

## **CLASS ACTION ALLEGATIONS**

13. Plaintiffs brings this action on his own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

14. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time during the period from four years prior to the filing of this Complaint to final judgment.

15. Plaintiffs reserves the right to establish subclasses as appropriate.

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

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

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

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1 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of  
2 each class member, with whom he has a well-defined community of  
3 interest and typicality of claims, as demonstrated herein. Plaintiffs has  
4 no interest that is antagonistic to the other class members. Plaintiffs'  
5 attorneys, the proposed class counsel, are versed in the rules governing  
6 class action discovery, certification, and settlement. Plaintiffs has  
7 incurred, and during the pendency of this action will continue to incur,  
8 costs and attorneys' fees, that have been, are, and will be necessarily  
9 expended for the prosecution of this action for the substantial benefit of  
10 each class member.

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

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

21 17. There are common questions of law and fact as to the class members that  
22 predominate over questions affecting only individual members. The following common  
23 questions of law or fact, among others, exist as to the members of the class:

24 a. Whether Defendants' failure to pay wages, without abatement or  
25 reduction, in accordance with the California Labor Code, was willful;

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- b. Whether Defendants failed to pay their hourly-paid or non-exempt employees within the State of California for all hours worked, missed meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiffs and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiffs and the other class members;
- d. Whether Defendants properly calculated the regular rate for Plaintiffs and the other class members to worked overtime and earned incentive pay;
- e. Whether Defendants deprived Plaintiffs and the other class members of meal and/or rest periods or required Plaintiffs and the other class members to work during meal and/or rest periods without compensation;
- f. Whether Defendants failed to pay minimum wages to Plaintiffs and the other class members for all hours worked;
- g. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;
- h. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;
- i. Whether Defendants complied with wage reporting as required by the California Labor Code, including, inter alia, section 226;
- j. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*;

m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

n. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

**GENERAL ALLEGATIONS**

18. During the relevant time period set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California, including the County of San Bernardino.

19. Defendants, jointly and severally, employed Plaintiffs as an hourly-paid non-exempt employee during the relevant time period in the State of California, County of San Bernardino.

20. Defendants had the authority to hire and terminate Plaintiffs and the other class members; to set work rules and conditions governing Plaintiffs' and other class members' employment; and to supervise their daily employment activities.

21. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs and other class members' employment for them to be joint employers of Plaintiffs and the other class members.

22. Defendants directly hired and paid wages and benefits to Plaintiffs and the other class members.

23. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

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

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1           25.     Plaintiffs are informed and believe, and based thereon alleges, that Defendants  
2 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or  
3 non-exempt employees within the State of California. This scheme involved, inter alia, failing  
4 to pay them for all hours worked, missed meal periods, and missed rest breaks in violation of  
5 California law.

6           26.     Plaintiffs are informed and believe, and based thereon alleges, that Defendants  
7 knew or should have known that Plaintiffs and the other class members were entitled to receive  
8 certain wages for overtime compensation and that Plaintiffs and the other class members were  
9 not receiving wages for overtime compensation.

10          27.     Plaintiffs are informed and believe, and based thereon alleges, that Defendants  
11 failed to provide Plaintiffs and the other class members the required rest and meal periods  
12 during the relevant time period as required under the Industrial Welfare Commission Wage  
13 Orders and thus they are entitled to any and all applicable penalties.

14          28.     Plaintiffs are informed and believe, and based thereon alleges, that Defendants  
15 knew or should have known that Plaintiffs and the other class members were entitled to receive  
16 all timely and complete meal periods or payment of one additional hour of pay at Plaintiffs'  
17 and the other class members' regular rate of pay when a meal period was missed, late or  
18 interrupted, and that Plaintiffs and the other class members did not receive all timely and  
19 proper meal periods or payment of one additional hour of pay at their regular rate of pay when  
20 a meal period was missed.

21          29.     Plaintiffs are informed and believe, and based thereon alleges, that Defendants  
22 knew or should have known that Plaintiffs and other class members were entitled to receive all  
23 timely rest periods without interruption or payment of one additional hour of pay at Plaintiffs  
24 and the other class members' regular rate of pay when a rest period was missed, late or  
25 interrupted, and that Plaintiffs and the other class members did not receive all rest periods or  
26 payment of one additional hour of pay at their regular rate of pay when a rest period was  
27 missed.

1           30.     Plaintiffs are informed and believe, and based thereon alleges, that Defendants  
2 knew or should have known that Plaintiffs and the other class members were entitled to receive  
3 at least minimum wages for compensation and that Plaintiffs and the other class members were  
4 not receiving at least minimum wages for all hours worked.

5           31.     Plaintiffs are informed and believe, and based thereon alleges, that Defendants  
6 knew or should have known that Plaintiffs and the other class members were entitled to receive  
7 the wages owed to them upon discharge or resignation, including overtime and minimum  
8 wages and meal and rest period premiums, and that Plaintiffs and the other class members did  
9 not, in fact, receive such wages owed to them at the time of their discharge or resignation.

10          32.     Plaintiffs are informed and believe, and based thereon alleges, that Defendants  
11 knew or should have known that Plaintiffs and the other class members were entitled to receive  
12 complete and accurate wage statements in accordance with California law, but, in fact,  
13 Plaintiffs and the other class members did not receive complete and accurate wage statements  
14 from Defendants. The deficiencies included, inter alia, the failure to include the total number  
15 of hours worked by Plaintiffs and the other class members.

16          33.     Plaintiffs are informed and believe, and based thereon alleges, that Defendants  
17 knew or should have known that Plaintiffs and the other class members were entitled to  
18 reimbursement for necessary business-related expenses.

19          34.     Plaintiffs are informed and believe, and based thereon alleges, that Defendants  
20 knew or should have known that Defendants had to keep complete and accurate payroll records  
21 for Plaintiffs and the other class members in accordance with California law, but, in fact, did  
22 not keep complete and accurate payroll records for Plaintiffs and the other class members.

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1           35.     Plaintiffs are informed and believe, and based thereon alleges, that Defendants  
2 knew or should have known that they had a duty to compensate Plaintiffs and the other class  
3 members pursuant to California law, and that Defendants had the financial ability to pay such  
4 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely  
5 represented to Plaintiffs and the other class members that they were properly denied wages, all  
6 in order to increase Defendants' profits.

7           36.     During the relevant time period set forth herein, Defendants failed to pay  
8 overtime wages to Plaintiffs and the other class members for all hours worked. Plaintiffs and  
9 other class members were required to work more than eight (8) hours per day and/or forty (40)  
10 hours per week without overtime compensation.

11           37.     During the relevant time period set forth herein, Defendants failed to provide the  
12 requisite uninterrupted and timely meal and rest periods to Plaintiffs and the other class  
13 members.

14           38.     During the relevant time period set forth herein, Defendants failed to pay  
15 Plaintiffs and the other class members at least minimum wages for all hours worked.

16           39.     During the relevant time period set forth herein, Defendants failed to pay  
17 Plaintiffs and the other class members the wages owed to them upon discharge or resignation.

18           40.     During the relevant time period set forth herein, Defendants failed to provide  
19 complete or accurate wage statements to Plaintiffs and the other class members.

20           41.     During the relevant time period set forth herein, Defendants failed to keep  
21 complete or accurate payroll records for Plaintiffs and the other class members.

22           42.     During the relevant time period set forth herein, Defendants failed to properly  
23 compensate Plaintiffs and the other class members pursuant to California law in order to  
24 increase Defendants' profits.

25           43.     California Labor Code section 218 states that nothing in Article 1 of the Labor  
26 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty  
27 due to him [or her] under this article."  
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1 **FIRST CAUSE OF ACTION**

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

3 **(Against HYDROFARM, LLC and DOES 1 through 100)**

4 44. Plaintiffs incorporates by reference the allegations contained in Paragraphs 1  
5 through 43, and each and every part thereof with the same force and effect as though fully set  
6 forth herein.

7 45. 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  
11 basis.

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

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

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

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

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

14           58. During the relevant time period set forth herein, Plaintiffs and the other class  
15 members who were scheduled to work for a period of time no longer than six (6) hours, and  
16 who did not waive their legally-mandated meal periods by mutual consent, were required to  
17 work for periods longer than five (5) hours without an uninterrupted meal period of not less  
18 than thirty (30) minutes and/or without a rest period.

19           59. During the relevant time period set forth herein, Plaintiffs and the other class  
20 members who were scheduled to work for a period of time no longer than twelve (12) hours,  
21 and who did not waive their legally-mandated meal periods by mutual consent, were required  
22 to work for periods longer than ten (10) hours without an uninterrupted meal period of not less  
23 than thirty (30) minutes and/or without a rest period.

24           60. During the relevant time period set forth herein, Plaintiffs and the other class  
25 members who were scheduled to work for a period of time in excess of six (6) hours were  
26 required to work for periods longer than five (5) hours without an uninterrupted meal period of  
27 not less than thirty (30) minutes and/or without a rest period.  
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61. During the relevant time period set forth herein, Plaintiffs and the other class members who were scheduled to work for a period of time in excess of twelve (12) hours were required to work for periods longer than ten (10) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

62. During the relevant time period set forth herein, Defendants intentionally and willfully required Plaintiffs and the other class members to work during meal periods and failed to compensate Plaintiffs and the other class members the full meal period premium for work performed during meal periods.

63. During the relevant time period set forth herein, Defendants failed to pay Plaintiffs and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

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

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

### **THIRD CAUSE OF ACTION**

**(Violation of California Labor Code § 226.7)**

**(Against HYDROFARM, LLC and DOES 1 through 100)**

66. Plaintiffs incorporates by reference the allegations contained in paragraphs 1 through 65, and each and every part thereof with the same force and effect as though fully set forth herein.

67. During the relevant time period set forth herein, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by Defendants.

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

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

10          70.     During the relevant time period set forth herein, Defendants required Plaintiffs  
11 and the other class members to work four (4) or more hours without authorizing or permitting a  
12 ten (10) minute rest period per each four (4) hour period worked.

13          71.     During the relevant time period set forth herein, Defendants willfully required  
14 Plaintiffs and the other class members to work during rest periods and failed to pay Plaintiffs  
15 and the other class members the full rest period premium for work performed during rest  
16 periods.

17          72.     During the relevant time period set forth herein, Defendants failed to pay  
18 Plaintiffs and the other class members the full rest period premium due pursuant to California  
19 Labor Code section 226.7.

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

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

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1 **FOURTH CAUSE OF ACTION**

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

3 **(Against HYDROFARM, LLC and DOES 1 through 100)**

4 75. Plaintiffs incorporates by reference the allegations contained in paragraphs 1  
5 through 74 and each and every part thereof with the same force and effect as though fully set  
6 forth herein.

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

10 77. During the relevant time period set forth herein, Defendants failed to pay  
11 minimum wages to Plaintiffs and the other class members as required, pursuant to California  
12 Labor Code sections 1194 and 1197.

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

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

21 **FIFTH CAUSE OF ACTION**

22 **(Violation of California Labor Code §§ 201 and 202)**

23 **(Against HYDROFARM, LLC and DOES 1 through 100)**

24 80. Plaintiffs incorporates by reference the allegations contained in paragraphs 1  
25 through 79, and each and every part thereof with the same force and effect as though fully set  
26 forth herein.

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1           81.     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           82.     During the relevant time period set forth herein, Defendants intentionally and  
9 willfully failed to pay Plaintiffs and the other class members who are no longer employed by  
10 Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving  
11 Defendants' employ.

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

16           84.     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  
18 shall continue as a penalty from the due date thereof at the same rate until paid or until an  
19 action is commenced; but the wages shall not continue for more than thirty (30) days.

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

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

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

9           92. Plaintiffs and the other class members are also entitled to injunctive relief to  
10 ensure compliance with this section, pursuant to California Labor Code section 226(g).

11                           **SEVENTH CAUSE OF ACTION**

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

13                           **(Against HYDROFARM, LLC and DOES 1 through 100)**

14           93. Plaintiffs incorporates by reference the allegations contained in paragraphs 1  
15 through 92, and each and every part thereof with the same force and effect as though fully set  
16 forth herein.

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

21           95. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the  
22 other class members for all necessary business-related expenses and costs. Plaintiffs and the  
23 other class members are entitled to recover from Defendants their business-related expenses and  
24 costs incurred during the course and scope of their employment, plus interest accrued from the  
25 date on which the employee incurred the necessary expenditures at the same rate as judgments in  
26 civil actions in the State of California.

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1 **EIGHTH CAUSE OF ACTION**

2 **(Violation of Labor Code § 2698, *et seq.* (“PAGA”))**

3 **(Against HYDROFARM, LLC and DOES 1 through 100)**

4 96. Plaintiffs incorporate by reference the allegations contained in paragraphs 1  
5 through 95, and each and every part thereof with the same force and effect as though fully set  
6 forth herein.

7 97. The Private Attorneys General Act of 2004 (“PAGA”) expressly establishes that  
8 any provision of the California Labor Code which provides for a civil penalty to be assessed and  
9 collected by the California Labor and Workforce Development Agency (“LWDA”), or any of its  
10 departments, divisions, commissions, boards, agencies or employees for a violation of the  
11 California Labor Code, may be recovered through a civil action brought by an aggrieved  
12 employee on behalf of himself or herself, and other current or former employees.

13 98. On July 27, 2022, Plaintiffs Rico Barela and Mahvash Safaei provided written  
14 notice to the LWDA and Defendants of the specific provisions of the Labor Code they  
15 contend were violated, and the theories supporting their contentions. Attached hereto as  
16 **Exhibit 1** and incorporated by reference is a copy of the written notice to the LWDA.  
17 Plaintiffs believe that on or about September 30, 2022, the sixty-five (65) days’ notice period  
18 expired as to all Defendants, and the LWDA did not take any action to investigate or  
19 prosecute this matter. Therefore, Plaintiffs exhausted the statutory time period to bring this  
20 action.

21 99. Plaintiffs Rico Barela, Mahvash Safaei, and the other non-exempt employees are  
22 “aggrieved employees” as defined by California Labor Code section 2699(c) in that they all are  
23 or were non-exempt employees of Defendants employed in California at any time during the  
24 period from July 27, 2021, to the present, and one or more of the alleged violations was  
25 committed against them.

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

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

6           101.   As a policy and practice, Defendants failed to compensate Plaintiffs Rico Barela,  
7 Mahvash Safaei, and the other aggrieved current and former employees for all hours worked,  
8 resulting in a failure to pay all minimum wages and overtime wages, where applicable.

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

10          102.   At all times relevant herein, Defendants were required to authorize and permit  
11 their non-exempt employees to take a 10-minute rest break for every four (4) hours worked or  
12 major fraction thereof and were further required to provide their non-exempt employees with a  
13 30-minute meal period for every five (5) hours worked, pursuant to the mandates of Labor  
14 Code sections 226.7 and 512.

15          103.   As a policy and practice, Defendants failed to provide Plaintiffs Rico Barela,  
16 Mahvash Safaei, and the other aggrieved current and former employees with legally mandated  
17 meal periods and rest breaks and failed to pay proper compensation for this failure.

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

19          104.   At all times relevant herein, Defendants were required to pay their employees  
20 within a specified time period pursuant to the mandate of Labor Code section 204.

21          105.   As a policy and practice, Defendants failed to pay Plaintiffs Rico Barela,  
22 Mahvash Safaei, and the other aggrieved current and former employees all wages due and owing  
23 them within the required time period.

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

25          106.   At all times relevant herein, Defendants were required to pay their employees all  
26 wages owed in a timely fashion at the end of employment pursuant to the mandates of Labor  
27 Code sections 201 to 204.

1           107. As a policy and practice, as a result of Defendants' Labor Code violations  
2 alleged above, Defendants failed to pay Plaintiffs Rico Barela, Mahvash Safaei, and the other  
3 aggrieved former employees their final wages, pursuant to the mandates of Labor Code  
4 sections 201 through 204. Accordingly, Defendants owe waiting time penalties pursuant to  
5 Labor Code section 203.

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

7           108. At all times relevant herein, Defendants were required to keep *accurate* records  
8 regarding their California employees, pursuant to the mandates of Labor Code sections 226 and  
9 1174.

10          109. As a result of Defendants' various Labor Code violations, Defendants failed to  
11 keep accurate records regarding Plaintiffs Rico Barela, Mahvash Safaei, and the other aggrieved  
12 current and former employees. For example, Defendants failed in their affirmative obligation to  
13 keep accurate records regarding Plaintiffs Willis and the other aggrieved current and former  
14 employees' gross wages earned, total hours worked, all deductions, net wages earned, and all  
15 applicable hourly rates and the number of hours worked at each hourly rate.

16                           **Failure to Reimburse Business Expenses**

17          110. At all times relevant herein, Defendants were required to reimburse their  
18 employees for any and all necessary expenditures or losses incurred by the employees in direct  
19 consequences of the discharge of their duties, pursuant to the mandates of Labor Code sections  
20 2800 and 2802.

21          111. As a policy and practice, Defendants regularly failed to reimburse Plaintiffs  
22 Rico Barela, Mahvash Safaei, and the other aggrieved current and former employees for all  
23 business expenses incurred and owed to them within the required time period.

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**Penalties**

112. Pursuant to California Labor Code section 2699, Plaintiffs Rico Barela, Mahvash Safaei, individually, and on behalf of other current and former aggrieved employees, request and are entitled to recover from Defendants, and each of them, civil penalties, interest, attorneys' fees and costs pursuant, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11040 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code in the amount of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- d. Penalties under Labor Code section 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;
- e. Wages under California Labor Code section 558 in addition to, and entirely independent and apart from, any other penalty provided in the California Labor Code;

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

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

**NINTH CAUSE OF ACTION**

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

**(Against HYDROFARM, LLC and DOES 1 through 100)**

113. Plaintiffs incorporates by reference the allegations contained in paragraphs 1 through 112, and each and every part thereof with the same force and effect as though fully set forth herein.

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

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

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

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

118. Plaintiffs and the 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.

119. Pursuant to California Business & Professions Code section 17200, *et seq.*, Plaintiffs and the 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.

**DEMAND FOR JURY TRIAL**

Plaintiffs, individually, and on behalf of other members of the general public similarly situated, requests a trial by jury.

**PRAYER FOR RELIEF**

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

**Class Certification**

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

**As to the First Cause of Action**

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;

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

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

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

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

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

9           10.    That the Court declare, adjudge and decree that Defendants violated California  
10 Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to  
11 provide all meal periods (including second meal periods) to Plaintiffs and the other class  
12 members;

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

16          12.    For all actual, consequential, and incidental losses and damages, according to  
17 proof;

18          13.    For premium wages pursuant to California Labor Code section 226.7(b);

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

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

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

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

24          17.    That the Court declare, adjudge and decree that Defendants violated California  
25 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all  
26 rest periods to Plaintiffs and the other class members;

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

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

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

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

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

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

11           23.     That the Court declare, adjudge and decree that Defendants violated California  
12 Labor Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiffs  
13 and the other class members;

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

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

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

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

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

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

23           29.     That the Court declare, adjudge and decree that Defendants violated California  
24 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the  
25 time of termination of the employment of Plaintiffs and the other class members no longer  
26 employed by Defendants;

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

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

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

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

**As to the Sixth Cause of Action**

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

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

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

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

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

**As to the Seventh Cause of Action**

39. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

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

42. For punitive damages and/or exemplary damages according to proof at trial;

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

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

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

2 45. That the Court declare, adjudge, and decree that Defendants violated California  
3 Labor Code section 2698, *et seq.*, by failing to pay minimum and overtime wages, failing to  
4 provide meal periods and rest breaks, failing to timely pay wages during employment and upon  
5 termination, failing to provide complete and accurate wage statements, and failing to reimburse  
6 expenses;

7 46. For civil penalties pursuant to Labor Code section 2699 *et seq.*, for Defendants'  
8 violations of Labor Code sections 201, 202, 203, 204, 210, 218.5, 221, 226(a), 226.3, 226.7,  
9 246, 432.5, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802;

10 47. For costs and attorneys' fees pursuant to Labor Code sections 210, 218.5, 1194,  
11 2699, and any other applicable statute; and

12 48. For such other and further relief that the court may deem just and proper.

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

14 49. That the Court declare, adjudge and decree that Defendants violated California  
15 Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiffs and the  
16 other class members all overtime compensation due to them, failing to provide all meal and  
17 rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to  
18 Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members'  
19 wages timely as required by California Labor Code section 201, 202.

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

22 51. For the appointment of a receiver to receive, manage and distribute any and all  
23 funds disgorged from Defendants and determined to have been wrongfully acquired by  
24 Defendants as a result of violation of California Business and Professions Code sections  
25 17200, *et seq.*;

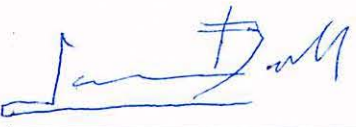
26 52. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
27 California Code of Civil Procedure section 1021.5;  
28

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

3        54.    For such other and further relief as the court may deem just and proper.  
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5 Dated: March 17, 2023

**JUSTICE LAW CORPORATION**

6  
7 By:  \_\_\_\_\_

8 Douglas Han  
9 Shunt Tatavos-Gharajeh  
10 Lawrence W. Beall  
11 *Attorneys for Plaintiffs*  
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# **EXHIBIT 1**

July 27, 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: HYDROFARM, LLC**

Dear Representative:

We have been retained to represent Rico Barela and Mahvash Safaei against Hydrofarm, LLC (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 11-20<sup>1</sup> for violations of California wage-and-hour laws (hereinafter collectively referred to as "HYDROFARM").

Mr. Barela and Ms. Safaei are pursuing their California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Mr. Barela and Ms. Safaei 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.

Hydrofarm, LLC is a California limited liability company located at 1304 Southpoint Blvd., Suite 200, Petaluma, California 94954.

HYDROFARM employed Mr. Barela as an hourly-paid non-exempt Warehouse Assistant within one year of the data of this letter (until in or around February of 2022) in the State of California. HYDROFARM employed Ms. Safaei as an hourly-paid non-exempt Packager and Assembler within one year of the data of this letter (until in or around 2022) in the State of California. HYDROFARM directly controlled the wages, hours and/or working conditions of Mr. Barela, Ms. Safaei and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

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<sup>1</sup> Mr. Barela and Ms. Safaei do 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. Barela and Ms. Safaei will amend this notice when the true names and capacities are known. Mr. Barela and Ms. Safaei are informed and believe that each DOE was responsible in some way for the matters alleged herein and proximately caused Mr. Barela, Ms. Safaei and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

The “aggrieved employees” that Mr. Barela and Ms. Safaei 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 HYDROFARM within the State of California.

HYDROFARM 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. Barela and Ms. Safaei have standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at HYDROFARM, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

HYDROFARM 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.

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. Barela, Ms. Safaei and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. HYDROFARM failed to compensate Mr. Barela, Ms. Safaei and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift, and during meal breaks. HYDROFARM also failed to include non-discretionary bonuses and incentives in Mr. Barela, Ms. Safaei and other aggrieved employees’ regular rate of pay for purposes of overtime compensation. Therefore, Mr. Barela, Ms. Safaei and aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

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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, HYDROFARM failed to pay Mr. Barela, Ms. Safaei 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.

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, HYDROFARM routinely required Mr. Barela, Ms. Safaei and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with HYDROFARM's policies and expectations. HYDROFARM failed to provide coverage to Mr. Barela, Ms. Safaei and other aggrieved employees so they may be relieved of all work duties and take legally mandated meal and rest breaks. Moreover, HYDROFARM also failed to authorize and permit Mr. Barela, Ms. Safaei 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, HYDROFARM failed to compensate Mr. Barela, Ms. Safaei and other aggrieved employees all the premium wages they were owed, including failing to pay premium wages at 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." HYDROFARM 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." HYDROFARM required aggrieved employees to execute arbitration agreements as a condition of employment despite knowing that such agreements are prohibited under Labor Code section 432.6.

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, HYDROFARM failed to pay Mr. Barela, Ms. Safaei 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, HYDROFARM failed to pay Mr. Barela, Ms. Safaei 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, HYDROFARM did not provide Mr. Barela, Ms. Safaei and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from HYDROFARM 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. Barela, Ms. Safaei and other aggrieved employees, (2) total hours worked by Mr. Barela, Ms. Safaei and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Mr. Barela, Ms. Safaei and other aggrieved employees (4) all deductions for Mr. Barela, Ms. Safaei and other aggrieved employees, (5) net wages earned by Mr. Barela, Ms. Safaei and other aggrieved employees, (6) the inclusive dates of the period for which Mr. Barela, Ms. Safaei 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. Barela, Ms. Safaei 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. Barela, Ms. Safaei 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, HYDROFARM failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Mr. Barela, Ms. Safaei and other aggrieved employees.

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, HYDROFARM did not provide Mr. Barela, Ms. Safaei 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, 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. Barela, Ms. Safaei and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by HYDROFARM, including for purchasing tools and equipment they were required to use while working.

We believe that Mr. Barela, Ms. Safaei 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. Barela, Ms. Safaei will seek these penalties on their own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of HYDROFARM within one year of the date of this letter, as allowed by law.

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LWDA  
July 27, 2022  
Page 7 of 7

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):**

United Agent Group Inc.  
c/o Hydrofarm, LLC  
4640 Admiralty Way 5<sup>th</sup> Fl.  
Marina Del Rey, California 90292  
*Agent for Service of Process for Hydrofarm, LLC*

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**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 Ave., Ste. 101 Pasadena, California 91103.

On March 17, 2023 I served the foregoing document described as

**FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES**

on interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows:

United Agent Group Inc.  
**c/o HYDROFARM, LLC**  
5901 West Century Blvd. Suite #750  
Los Angeles, California 90045

*Agent(s) for Service* for Defendant Hydrofarm, LLC

**[X] BY U.S. MAIL**

As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that day with postage thereon fully prepaid at Pasadena, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after the date of deposit for mailing an affidavit.

**[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 March 17, 2023 at Pasadena, California.

  
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Sophia Hanneyan

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**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 shanneyan@justicelawcorp.com

On April 6, 2023, I served the foregoing document described as

**FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES**

for the following case: **Rico Barela, et al. v. Hydrofarm, LLC**  
LWDA/Court Case No.: **LWDA Case No.: CM-897915-22**  
**Court Case No.: CIVSB2222442**  
**San Bernardino 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 April 6, 2023, at Pasadena, California.



\_\_\_\_\_  
Sophia Hanneyan