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Attorneys for Plaintiff Kali Campbell, on behalf of herself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

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

KALI CAMPBELL, on behalf of herself and
all “aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

LAGAN, INC., a California corporation, and
DOES 1 through 10, inclusive,

Defendants.

CASE NO:CV-22-005981

**REPRESENTATIVE ACTION
COMPLAINT FOR PENALTIES
PURSUANT TO LABOR CODE § 2699(f)
FOR VIOLATIONS OF LABOR CODE
§§ 201, 202, 221, 226(a), 226.7, 510, 512,
AND 1194 AND PURSUANT TO LABOR
CODE § 2699(a) FOR VIOLATIONS OF
LABOR CODE §§ 225.5, 226.3, AND 558**

This case has been assigned to Judge Speiller, Stacy
Department Dept. 22, for all purposes including Trial.

1 Plaintiff KALI CAMPBELL (“Plaintiff”), on behalf of herself and others as an “aggrieved
2 employee” under the Labor Code Private Attorneys General Act of 2004, codified as Labor Code §§
3 2698 *et seq.*, complains of LAGAN, INC., a California corporation, and/or any subsidiaries or
4 affiliated companies (hereinafter referred to as “Defendants”), as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
8 Plaintiff and other non-exempt California employees who currently work or formerly worked for
9 Defendants (“Aggrieved Employees”).

10 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
11 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
12 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
13 consistent policies of:

14 a. Failing to pay all wages due to Plaintiff and other Aggrieved Employees by
15 making unlawful deductions from their wages, in violation of Labor Code §§ 221, 225.5, 510 and
16 1194 and IWC Wage Order No. 4-2001. Defendants improperly deducted (without any written
17 authorization) a “house charge” from Plaintiff’s wages each pay period. Labor Code § 221 states that
18 it is “unlawful for any employer to collect or receive from an employee any part of wages theretofore
19 paid by said employer to said employee.” Defendants’ practice of unlawfully deducting wages from
20 Plaintiff and other Aggrieved Employees violates Labor Code §§ 221, 225.5, 510 and 1194 and IWC
21 Wage Order No. 4-2001, § 7.;

22 b. Failing to pay premium wages to Plaintiff and Aggrieved Employees who were
23 denied proper meal periods, in violation of Labor Code §§ 226.7, 512, 558 and IWC Wage Order 4-
24 2001. Plaintiff and Aggrieved Employees were routinely denied, and not authorized to take, a proper,
25 timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a
26 second proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten
27 hours, but were not paid premium wages of one hour’s pay for each missed first or second meal
28 period. When Plaintiff and other Aggrieved Employees were able to take a meal period, they were

1 oftentimes late, cut short, or on-duty. This violates Labor Code §§ 226.7, 510, 512, 558, 1194 and
2 IWC Wage Order 4-2001.

3 c. Failing to pay premium wages to Plaintiff and Aggrieved Employees who were
4 denied on-the-clock rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-
5 2001. Plaintiff and Aggrieved Employees were routinely unable to take a 10-minute rest period for
6 every four (4) hours of work or major fraction thereof, but were not paid premium wages of one
7 hour's pay for each missed rest period. When they were able to take a rest period, Plaintiff and
8 Aggrieved Employees were also impermissibly required to remain on the company premises, under
9 Defendants' control, during any rest periods, rendering them impermissibly on-duty. This violates
10 Labor Code § 226.7 and IWC Wage Order No. 4-2001;

11 d. Failing to provide Plaintiff and all other Aggrieved Employees with wage
12 statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a).
13 Plaintiff and Aggrieved Employees were not paid all wages due, as stated above. As such and in
14 addition, the wage statements provided by Defendants failed to accurately state all gross wages
15 earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor
16 Code §§ 226(a)(2) and 226.3, all deductions, in violation of Labor Code §§ 226(a)(4) and 226.3, net
17 wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in
18 effect during the pay period and the corresponding number of hours worked at each hourly rate, in
19 violation of Labor Code §§ 226(a)(9) and 226.3; and

20 e. Failing to pay Plaintiff and certain Aggrieved Employees all wages due at the
21 separation of their employment based on the time frames required by Labor Code §§ 201 and 202. As
22 stated above, Plaintiff and certain Aggrieved Employees were not paid all wages due during the
23 course of their employment and, as a result of this failure, they were not timely paid all wages due at
24 the separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of
25 Plaintiff and certain Aggrieved Employees no longer employed by Defendants.

26 3. Plaintiff, on behalf of herself and all Aggrieved Employees pursuant to Labor Code §
27 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.
28

4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395. The Labor Code violations alleged against Defendants herein arose throughout California, including in Stanislaus County.

II.

PARTIES

A. Plaintiff

5. Plaintiff KALI CAMPBELL was employed by Defendants as a non-exempt employee from September 2022 through October 2022 in Stanislaus County, California.

B. Defendants

6. Defendant LAGAN, INC. is a California corporation that employed Plaintiff and Aggrieved Employees in Stanislaus County, California.

7. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

8. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

9. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

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III.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR
CODE §§ 201, 202, 221, 226(a), 226.7, 510, 512, AND 1194 AND PURSUANT TO
LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 225.5, 226.3, AND 558**

10. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though fully set forth herein.

11. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

12. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to penalties and other relief in an amount to be shown at the time of trial subject to the following formula:

a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 221, 226(a), 226.7, 510, 512, and 1194; and

b. Pursuant to Labor Code § 2699(f), the penalties as authorized by Labor Code §§ 225.5, 226.3, and 558.

13. Civil penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

14. On October 24, 2022, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of October 24, 2022. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees she seeks to represent request relief as described below.

IV.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;
3. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1) and other applicable law; and
4. Such other and further relief as this Court may deem just and proper.

Dated: December 28, 2022

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

By: Daniel F. Gaines
DANIEL F. GAINES
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