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ARIANA RAMIREZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

ARIANA RAMIREZ, an individual,
Plaintiff,

v.

INDO CALI OPERATIONS, CO. , a California
Corporation; CANEX, LLC., a California
Limited Liability Company; EZ DELIVERY,
LLC., a California Limited Liability Company;
JAMES DAMASK, an individual; SHANNON
BITZER, an individual; CLINT SHIRLEY, an
individual; ANI SARDARIAN, an individual;
and BROOK FAIN, an individual; and DOES 1
through 20, inclusive,

Defendants.

Case No. **23STCV24902**

COMPLAINT FOR DAMAGES FOR:

- 1. RETALIATION IN VIOLATION OF
LABOR CODE § 98.6;**
- 2. RETALIATION IN VIOLATION OF
LABOR CODE §§ 232.5, 1102.5, 1102.6;
6310; 6400;**
- 3. WRONGFUL TERMINATION IN
VIOLATION OF THE PUBLIC
POLICY;**
- 4. FAILURE TO PAY ALL WAGES DUE
AND IMPROPER DEDUCTIONS IN
VIOLATION OF LABOR CODE §§
201, 204, 221, 351;**
- 5. FAILURE TO PAY MINIMUM WAGE
IN VIOLATION OF LABOR CODE §§
1182.12; 1194; 1194.2 and 1197.**
- 6. FAILURE TO PAY OVERTIME
COMPENSATION IN VIOLATION
OF LABOR CODE §§510, 1194;**

7. **FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES IN VIOLATION OF LABOR CODE §2802;**
8. **FAILURE TO PROVIDE MEAL AND REST BREAKS IN VIOLATION OF LABOR CODE §§226.7, 512;**
9. **FAILURE TO PROVIDE AN ACCURATE ITEMIZED WAGE STATEMENT IN VIOLATION OF LABOR CODE §§ 226, 1174**
10. **FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS (CAL. LABOR CODE §§226 et seq., 1198.5);**
11. **WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);**
12. **PRIVATE ATTORNEY GENERAL ACT LABOR CODE §2699; AND**
13. **UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.).**

DEMAND OVER \$25,000

[DEMAND FOR JURY TRIAL]

COMES NOW PLAINTIFF, ARIANA RAMIREZ, and for causes of action against the Defendants and each of them, alleges as follows:

JURISDICTION

1. This Court is the proper court, and this action is properly filed in Los Angeles County, because Defendants' obligations and liability arise therein, because Defendants maintain offices and transact business within Los Angeles County, and because the work that is the subject of this action was performed by Plaintiff in Los Angeles County.

THE PARTIES

2. Plaintiff, ARIANA RAMIREZ, is and at all times relevant hereto was a resident of the County of Los Angeles, State of California.

3. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant INDO CALI OPERATIONS, CO. (hereinafter referred to as “INDO CALI”) was and is a California corporation doing business at 4265 Marina City DR Unit 1015, Marina Del Rey, CA 90292 in the County of Los Angeles, State of California.

4. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, INDO CALI is a cannabis delivery service operator.

5. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant CANEX, LLC. is a California corporation doing business at 4265 Marina City DR Unit 1015, Marina Del Rey, CA 90292 in the County of Los Angeles, State of California.

6. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, CANEX, LLC. is a cannabis delivery service operator working in tandem with INDO CALI.

7. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant EZ DELIVERY, LLC., a California limited liability company, was and is a California limited liability company doing business at 5330 Derry Ave., Suite H, Agoura Hills, CA 91301 in the County of Los Angeles, State of California.

8. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant EZ DELIVERY, LLC. is a California commercial, non-storefront provisional cannabis license holder (C9-0000673) licensed for adult-use and medicinal cannabis affiliated with CANEX, LLC.

9. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendant JAMES DAMASK was and is an individual serving as Chief Executive Officer of INDO CALI with an address of 4265 Marina City DR Unit 1015, Marina Del Rey, CA 90292 in the County of Los Angeles, State of California. Defendant JAMES DAMASK is also listed as an individual serving as Chief Executive Officer of CANEX, LLC with an address of 4265 Marina City DR Unit 1015, Marina Del Rey, CA 90292 in the County of Los Angeles, State of California.

1 10. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
2 hereto, Defendant SHANNON BITZER was and is an individual serving as Secretary of INDO CALI
3 with an address of 7322 Wildwood Ct., Knoxville, TN 37980 in the County of Knox, State of Tennessee.
4 SHANNON BITZER is also listed as Manager of CANEX, LLC. with an address of 18960 Ventura Blvd.,
5 #149, Tarzana, CA 91356.

6 11. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
7 hereto, Defendant CLINT SHIRLEY was and is an individual serving as Chief Financial Officer of INDO
8 CALI with an address of 262 East St., Mandeville, LA 70448 in the Parish of St. Tammany, State of
9 Louisiana.

10 12. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
11 hereto, Defendant ANI SARDARIAN was and is an individual officially listed on the cannabis license
12 for EZ DELIVERY, LLC. (C9-0000673) and was also Plaintiff's manager at INDO CALI.

13 13. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
14 hereto, Defendant BROOK FAIN was and is an individual officially listed on the cannabis license for EZ
15 DELIVERY, LLC. (C9-0000673) and also listed as Chief Executive Officer of EZ DELIVERY, LLC.
16 with an address of 199 W. Hillcrest Drive., Thousand Oaks, CA 91360 in the County of Ventura, State
17 of California.

18 14. At all times relevant herein, Defendants and DOES 1-20 were Plaintiff's employers, joint
19 employers and/or special employers within the meaning of the Labor Code and Industrial Welfare
20 Commission Order No. 5-2001, and are each any "employer or other person acting on behalf of an
21 employer" as such term is used in Labor Code section 558, 558.1, and/or 1197.1 and liable to Plaintiff on
22 that basis.

23 15. Defendants and DOES 1-20, inclusive, are hereinafter collectively referred to as
24 "Defendants."

25 16. The true names and capacities, whether individual, corporate, associate, or otherwise, of
26 the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and therefore
27 said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this complaint to
28 insert the true names and capacities of said Defendants when the same become known to Plaintiff.

1 Plaintiff is informed and believes, and based thereupon alleges, that each of the fictitiously named
2 Defendants is responsible for the wrongful acts alleged herein, and is therefore liable to Plaintiff as
3 alleged hereinafter.

4 17. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant
5 hereto, Defendants, and each of them, were the agents, employees, managing agents, supervisors,
6 coconspirators, parent corporation, joint employers, alter egos, successors, and/or joint ventures of the
7 other Defendants, and each of them, and in doing the things alleged herein, were acting at least in part
8 within the course and scope of said agency, employment, conspiracy, joint employer, alter ego status,
9 successor status and/or joint venture and with the permission and consent of each of the other Defendants.

10 18. Plaintiff is informed and believes, and based thereupon alleges, that Defendants, and each
11 of them, including those defendants named as DOES 1-20, acted in concert with one another to commit
12 the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
13 wrongful acts alleged herein, and/or attempted to do so, including pursuant to Government Code
14 §12940(i). Plaintiff is further informed and believes, and based thereupon alleges, that Defendants, and
15 each of them, including those defendants named as DOES 1-20, and each of them, formed and executed
16 a conspiracy or common plan pursuant to which they would commit the unlawful acts alleged herein,
17 with all such acts alleged herein done as part of and pursuant to said conspiracy, intended to cause and
18 actually causing Plaintiff harm.

19 19. Whenever and wherever reference is made in this complaint to any act or failure to act by
20 a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
21 and/or failures to act by each Defendant acting individually, jointly and severally.

22
23 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

24 20. Plaintiff is informed and believes, and based thereon alleges, that there exists such a unity
25 of interest and ownership between Defendants and DOES 1-20 that the individuality and separateness of
26 defendants have ceased to exist.

1 21. Plaintiff is informed and believes, and based thereon alleges, that despite the formation of
2 purported corporate existence, Defendants and DOES 1-20 are, in reality, one and the same, including,
3 but not limited to because:

4 a. Defendants and DOES 1-20 are completely dominated and controlled by one
5 another, and DOES 1-20 personally committed the frauds and violated the laws as set forth in this
6 complaint, and have hidden and currently hide behind Defendants to perpetrate frauds, circumvent
7 statutes, or accomplish some other wrongful or inequitable purpose.

8 b. Defendants and DOES 1-20 derive actual and significant monetary benefits by and
9 through one another's unlawful conduct, and by using one another as the funding source for their own
10 personal expenditures.

11 c. Defendants and DOES 1-20, while really one and the same, were segregated to
12 appear as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
13 accomplishing some other wrongful or inequitable purpose.

14 d. Defendants do not comply with all requisite corporate formalities to maintain a
15 legal and separate corporate existence.

16 e. The business affairs of Defendants and DOES 1-20 are, and at all times relevant
17 were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in
18 inextricable confusion. Defendants are, and at all times relevant hereto was, used by DOES 1-20 as a
19 mere shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter ego
20 of one another and DOES 1-20. The recognition of the separate existence of Defendants would not
21 promote justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff for
22 violations of the Government Code and other statutory violations. The corporate existence of Employers
23 and DOES 1-20 should be disregarded in equity and for the ends of justice because such disregard is
24 necessary to avoid fraud and injustice to Plaintiff herein.

25 22. Accordingly, Defendants and DOES 1-20 constitute the alter ego of one another, and the
26 fiction of their separate corporate existence must be disregarded.

27 23. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
28 thereon alleges that Defendants and DOES 1-20 are Plaintiff's joint employers by virtue of a joint

1 enterprise, and that Plaintiff was an employee of Defendants and DOES 1-20. Plaintiff performed
2 services for each and every one of Defendants, and to the mutual benefit of all Defendants, and all
3 Defendants shared control of Plaintiff as an employee, either directly or indirectly, and the manner in
4 which Defendants' business was and is conducted.

5 24. Alternatively, Plaintiff is informed and believes and, based thereupon alleges, that as and
6 between DOES 1-20, Defendants or any of them, (1) there is an express or implied agreement of
7 assumption pursuant to which Defendants and/or DOES 1-20 agreed to be liable for the debts of the other
8 Defendants, (2) the transaction between Defendants and/or DOES 1-20 and the other Defendants amounts
9 to a consolidation or merger of the two corporations, (3) Defendants and/or DOES 1-20 are a mere
10 continuation of the other Defendants, or (4) the transfer of assets to Defendants and/or DOES 1-20 is for
11 the fraudulent purpose of escaping liability for Defendants' debts. Accordingly, Defendants and/or
12 DOES 1-20 are the successors of one or more of the other Defendants, and are liable on that basis.

13 **FACTUAL ALLEGATIONS**

14 25. On or about November 3, 2022, Defendants hired Plaintiff to work as a cannabis
15 delivery driver. Plaintiff was a full-time, non-exempt employee, who performed all of Plaintiff's job
16 duties satisfactorily before Plaintiff was constructively terminated on or about February 25, 2023 due
17 to Defendants' refusal to provide Plaintiff with a safe working environment and to properly compensate
18 Plaintiff for wages earned.

19 **Retaliation For Engagement In Protected Activity**

20 26. Plaintiff's duties consisted primarily of direct-to-consumer cannabis delivery
21 operations, oftentimes requiring her to drive long distances on her own with considerable cash and
22 cannabis product on-hand.

23 27. Defendants required Plaintiff to pick up cannabis product at Defendants' facilities, which
24 were often poorly supervised, ill-equipped and unsafe. Defendants required Plaintiff to wait extended
25 periods of time alone in her car to retrieve Defendants' cannabis product for customers—oftentimes in
26 poor lighting conditions and without proper safety measures in place.

27 28. On or about January 9, 2023, Defendants' management team demanded that drivers take
28 3-5 minutes to pack and sell orders, a mandate that Plaintiff (as well as other cannabis delivery drivers)

1 felt to be a nearly impossible and unsafe task, particularly when drivers were required to pull over to an
2 inconvenient side of the street or to complete orders in dangerous neighborhoods.

3 29. On or about January 25, 2023, Defendants' customer robbed and assaulted Plaintiff when
4 making a delivery in her vehicle. Plaintiff complained multiple times to her supervisors about the
5 incident, only to face dismissal and delay in formally lodging a complaint with Defendants and the police.
6 Plaintiff suffered from extreme anxiety and migraines due to the stress of the incident.

7 30. On January 29, 2023, Plaintiff completed a delivery to a male customer (hereafter referred
8 to as "W.D.") who began to make inappropriate and flirtatious comments towards her via Defendants'
9 delivery app messenger. During the exchange of these messages, W.D. had access to Plaintiff's personal
10 cellphone number.

11 31. On February 15, 2023, Plaintiff received harassing and threatening text messages on her
12 personal cellphone number from a woman who appeared to be W.D.'s girlfriend (hereafter referred to as
13 "J.D."). J.D. purported to be in possession of Plaintiff's personal home address and threatened to "rob"
14 Plaintiff. These threats from J.D. were especially difficult for Plaintiff, who had been robbed and
15 assaulted by another of Defendants' customers.

16 32. Immediately following the incident with J.D. on February 15, 2023, Plaintiff requested to
17 formally document the events with Defendants' Human Resources department. Plaintiff's requests,
18 however, were stalled and delayed: Defendants required Plaintiff to wait until February 22, 2023 to fill
19 out a statement, as well as to speak with its Human Resources department.

20 33. On or about February 18, 2023, Defendants routed Plaintiff to return to Santa Clarita
21 County—the same county where Plaintiff had been threatened by W.D. and J.D., and where Plaintiff did
22 not wish to return due to her safety concerns. As a result, Plaintiff called in sick, and was effectively
23 forced to take her own personal time off without pay in order to avoid returning to this location again to
24 face additional potential threats and harassment.

25 34. On or about February 22, 2023, Plaintiff was finally able to formally complain of the
26 incident with J.D. to ANI, as well as Defendants' Human Resources department. Plaintiff asked
27 Defendants to refrain from scheduling her for delivery in the same county as W.D. and J.D., and also
28 informed ANI that other customers had made sexual advances towards her in the past as well.

35. When voicing these concerns to ANI, however, ANI failed to take Plaintiff's complaints seriously. Additionally, despite speaking directly to Defendants' Human Resources department about the robbery and unwelcomed texts from both J.D. and W.D., Plaintiff did not receive any indication that further investigation nor prevention efforts would ensue.

36. On February 25, 2023, Plaintiff was forced to resign from her employment with Defendants unless she sought to continue working in unsafe and illegal working conditions furnished by Defendants.

Wage And Hour Allegations

37. Plaintiff's schedule began with 10-12 hour shifts, totaling approximately 20-30 hours per week, 1-4 days per week.

38. Throughout Plaintiff's four-month employment with Defendants, November 2022 through February 2023 (the "Claim Period"), Plaintiff was not properly awarded sufficient earned wages (including overtime pay and reimbursement for required expenses) in violation of Labor Code §201, §204, §221, §351, §510, §1182.12, §1194, §1194.2, §1197 and §2802, nor was she granted statutorily required meal and rest breaks in violation of Labor Code § 512 and § 226.7.

39. In violation of Labor Code § 226.7, Plaintiff was not permitted to, nor was she advised of, her right to take her statutory 10-minute rest break for every four hours worked, or majority portion thereof, during the Claim Period. Plaintiff's supervisors often expressed disapproval whenever Plaintiff's vehicle were stalled or stopped, causing Plaintiff to feel "uncomfortable" when attempting to take her statutorily permitted breaks during deliveries.

40. During the Claim Period, Plaintiff did not receive uninterrupted 30-minute meal periods for days on which Plaintiff worked at least 5 hours, in violation of Labor Code § 512. Defendants' management and staff often interrupted Plaintiff and other employees during their 30-minute meal periods, and Defendants' employees were only allowed complete, uninterrupted 30-minute meal periods on "slow" days of work.

41. Furthermore, during the Claim Period, Defendants failed to remunerate overtime pay to Plaintiff in violation of Labor Code §§ 510 and 1194, requiring employers to pay non-exempt employees one-and-a-half times their regular rate of pay for working more than 8 hours in a workday or more than

1 40 hours in a workweek or more than 6 consecutive days in a workweek, or to pay non-exempt employees
2 double-pay for working more than 12 hours in a workday or more than 8 hours on the seventh consecutive
3 day in a workweek. Plaintiff regularly worked 10-12 hours shifts during the Claim Period, and was never
4 compensated with required overtime payments during this time.

5 42. Additionally, Plaintiff was often required to work off the clock, and thus, received
6 payment of less than a minimum wage fixed by California law in violation of Labor Code §§1182.12,
7 1194, 1194.2, 1197.

8 43. Defendants also violated Labor Code §§ 221 and 351, when they effectively required
9 Plaintiff to cover the cost of an incorrect cash payment from a customer, as well as the cost of accepting
10 a \$100 fake bill from another customer as well. In both circumstances, payments were unlawfully taken
11 directly from Plaintiff's earned tips without proper reimbursement, despite Plaintiff's complaints to her
12 immediate supervisor (hereafter referred to as "ANI") and Defendants' Human Resources department.
13 Defendants violated their duties to Plaintiff by effectively and unlawfully "collecting or receiving from
14 an employee any part of wages therefore paid by said employer to said employee" in violation of Labor
15 Code § 221, as well as Labor Code § 351 (prohibiting an employer from "collect[ing], tak[ing], or
16 [receiv[ing] any gratuity or a part thereof that is paid, given to, or left for an employee by a patron, or
17 deduct[ing] any amount from wages due an employee on account of gratuity, or require[ing] an employee
18 to credit the amount, or any part thereof, of a gratuity against as part of the wages due to the employee
19 from the employer.")

20 44. Furthermore, Defendants failed to sufficiently reimburse Plaintiff for expenses incurred,
21 including reimbursement for mileage and personal cellphone usage, in violation of Labor Code § 2802.
22 Plaintiff was often required to complete cannabis pick-ups and deliveries without mileage reimbursement
23 from Defendants, often on last-minute notice and to far-distanced locations. On or about February 12,
24 2023, Defendants ordered Plaintiff to drive an additional 37.3 miles without reimbursement.

25 45. Defendants often required Plaintiff to use her own personal cellphone without sufficient
26 reimbursement for numerous mandatory tasks, including clocking -in and -out of shifts using the platform
27 "When I Work", as well as communicating directly with delivery customers.
28

46. Additionally, throughout Plaintiffs' employment, Defendants did not provide Plaintiff with paystubs that complied with Labor Code §226 and §1174. Defendants consistently provided incorrect and inaccurate paystubs that failed to properly itemize regular and overtime hours worked for said wages, and reimbursement for mileage and cell phone usage, among other inaccurate information.

47. On March 20, 2023, when Plaintiff made a written request to inspect or receive a copy of Plaintiff's personnel and payroll records from Defendants (which Defendants did, in fact, receive), Defendants failed and refused to permit Plaintiff to inspect of Plaintiff's personnel and payroll records, and also failed to provide a copy of Plaintiff's personnel and payroll records to Plaintiff within 30 days—a violation of Labor Code §§1198.5 and 226, *et seq.*

48. Upon termination, Plaintiff was not paid all of her accrued wages nor other compensation due immediately upon termination or within 72 hours of resignation, as required by Labor Code §201-203.

49. Plaintiff is informed and believes, and thereupon alleges, that she and other employees were subject to the same violations, and, therefore, are aggrieved employees within the meaning of California Labor Code § 2699. Thus, Plaintiff, as an aggrieved employee, reserves her right to bring an action against Defendants, on behalf of herself and other current and former employees.

50. Additionally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, as an aggrieved employee, Plaintiff may investigate and pursue claims and penalties on behalf of other aggrieved employees for other violations that she was not personally “aggrieved” by.

General Allegations

51. Defendants' conduct described herein was undertaken, authorized, and/or ratified Defendants' officers, directors and/or managing agents, including, but not limited to Defendants and DOES 1-20, who were authorized and empowered to make decisions that reflect and/or create policy for Defendants. The aforementioned conduct of said managing agents and individuals was therefore undertaken on behalf of Defendants who further had advanced knowledge of the actions and conduct of said individuals whose actions and conduct were ratified, authorized, and approved by managing agents.

52. As a result of Defendants' actions, Plaintiff has suffered and will continue to suffer general and special damages, including severe and profound pain and emotional distress, anxiety, depression,

1 headaches, tension, and other physical ailments, as well as medical expenses, expenses for psychological
2 counseling and treatment, and past and future lost wages and benefits.

3 53. As a result of the above, Plaintiff is entitled to past and future lost wages, commissions,
4 benefits and loss or diminution of earning capacity.

5 54. Plaintiff claims general damages for emotional and mental distress and aggravation in a
6 sum in excess of the jurisdictional minimum of this Court.

7 55. Because the acts taken toward Plaintiff were carried out by officers, directors and/or
8 managing agents acting in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard
9 of Plaintiff's rights and in order to injure and damage Plaintiff, Plaintiff requests that punitive damages
10 be levied against Defendants and each of them, in sums in excess of the jurisdictional minimum of this
11 Court.

12
13 **FIRST CAUSE OF ACTION**
14 **RETALIATION IN VIOLATION OF**
15 **LABOR CODE §§98.6**

16 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

17 56. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
18 though set forth in full herein.

19 57. Labor Code §98.6(a) prohibits an employer from discharging or discriminating against an
20 employee for political activities; for complaining that he or she is owed unpaid wages; for
21 whistleblowing; for assigning wage claims to the Labor Commissioner resulting from demotion,
22 suspension, or discharge for lawful conduct occurring during nonworking hours away from employer's
23 premises; for filing a complaint with the Labor Commissioner or testifying in such proceedings; for
24 initiating proceedings against the employer to collect civil penalties under the "Labor Code Private
25 Attorneys General Act;" and for exercising "any rights afforded him or her" under the Labor Code. Thus,
26 Section 98.6 prohibits an employer from discharging or in any manner discriminating or retaliating
27 against an employee who, among other things, has exercised her or her rights under that Chapter,
28 including the right to take meal breaks, and/or made a written or oral complaint that he or she is owed

1 unpaid wages. An employee who has been discharged or retaliated against in violation of Labor Code
2 §98.6 is entitled to recovery of a civil penalty against the employer in an amount not exceeding ten
3 thousand dollars (\$10,000.00) for each violation of that section.

4 58. Plaintiff was effectively terminated from Plaintiff's employment with Defendants due to
5 Plaintiff's complaints about Defendants' hostile, unsafe and illegal working conditions. Defendants'
6 retaliatory animus is evidenced by, among other things, the aforementioned facts.

7 59. Defendants' conduct described herein was undertaken, authorized, and/or ratified by
8 Defendants, and Defendants' officers and/or managing agents, including those identified herein as DOES
9 1-20, who were authorized and empowered to make decisions that reflect and/or create policy for
10 Defendants. The aforementioned conduct of said managing agents and individuals was therefore
11 undertaken on behalf of Defendants. Defendants further had advanced knowledge of the actions and
12 conduct of said individuals whose actions and conduct were ratified, authorized, and approved by
13 managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified
14 and designated herein as DOES 1-20, inclusive.

15 60. The damage allegations of Paragraphs 51 through 55, inclusive, are herein incorporated
16 by reference.

17 61. As a result of Defendants' actions, Plaintiff is entitled to a civil penalty not to exceed
18 \$10,000.00 for Defendants' violations of Labor Code § 98.6.

19 62. Because the acts taken toward Plaintiff were carried out by managerial employees acting
20 in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights and
21 in order to injure and damage Plaintiff, Plaintiff requests that punitive damages be levied against
22 Defendants and each of them, in sums in excess of the jurisdictional minimum of this court.

SECOND CAUSE OF ACTION
RETALIATION IN VIOLATION OF
LABOR CODE §§ 232.5, 1102.5, 1102.6 and 6310
AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

63. Plaintiff re-alleges and incorporates by reference all Paragraphs, inclusive, as though set forth in full herein.

64. At all relevant times, Labor Code §232.5 was in full force and effect and binding on Defendants. Labor Code §232.5(b) prohibits an employer from discharging, formally disciplining, or otherwise discriminating against an employee who discloses information about the employer's working conditions.

65. At all relevant times, Labor Code §1102.5(a) was in full force and effect, and was binding on Defendants. This law prohibits an employer, or any person acting on behalf of the employer, from discharging an employee or in any manner discriminating or retaliating against, or taking any adverse action against, an employee because, among other things, the employee disclosed information to a government or law enforcement agency, or to a person with authority over the employee or another employee who has the authority to investigate, discover, or correct the violation or noncompliance, if the employee has reasonable cause to believe that the information discloses a violation of state or federal statute, or violation of or noncompliance with a local, state, or federal rule or regulation, regardless of whether disclosing the information is part of the employee's job duties. Pursuant to Labor Code §1102.5(f), in addition to other penalties, an employer that is a corporation or limited liability company is liable for a civil penalty not exceeding ten thousand dollars (\$10,000) for each violation of this section.

66. At all relevant times mentioned in this complaint, Labor Code §§923, 6310, and 6400, et seq., were in full force and effect and were binding on Defendants.

67. Labor Code §6310 declares, in pertinent part, that no person shall discharge, or in any manner discriminate against an employee, because the employee has made any oral or written complaint to his employer with reference to employee safety or health. The public policy underlying Labor Code §6310 is not merely to aid the reporting of actual safety violations; it is to prevent retaliation against those who in good faith report working conditions they believe to be unsafe.

1 68. Labor Code §§6400, et seq., require that every employer shall furnish employment and a
2 place of employment that is safe and healthful for employees.

3 69. When read together, the foregoing statutes establish a fundamental public policy of the
4 State of California requiring employers to provide a safe and secure workplace, including a requirement
5 that an employer take reasonable steps to address credible threats of violence in the workplace.

6 70. Plaintiff believes and thereon alleges that her complaints regarding the safety and health
7 of the place of employment furnished by Defendants were factors in Defendants' decision to retaliate
8 against Plaintiff by refusing to investigate Plaintiff's complaints of safety, by failing to prevent
9 harassment and discrimination, routing Plaintiff to the same area which she requested to avoid for safety
10 reasons, and by terminating Plaintiff, as alleged hereinabove.

11 71. Plaintiff reported suspected violations of the Labor Code to Plaintiff's supervisors.

12 72. Defendants subjected Plaintiff to the adverse employment action, including without
13 limitation, effective termination because Plaintiff reported the suspected violations of the Labor Code to
14 Plaintiff's supervisors.

15 73. Plaintiff's reports of these violations were a motivating and contributing factor for the
16 adverse employment actions by Defendants against Plaintiff.

17 74. Said conduct violates Labor Code §§232.5, 1102.5, 1102.6, and/or 6301, and such
18 violations were a proximate cause in Plaintiff's damages as hereinabove stated.

19 75. The damage allegations of Paragraphs 51 through 55, inclusive, are herein incorporated
20 by reference.

21 76. As a result of Defendants' actions, Plaintiff is entitled to a civil penalty not to exceed
22 \$10,000.00 for Defendants' violations of Labor Code § 1102.5.

23 77. The foregoing conduct of Defendants individually, or by and through their managing
24 agents, was intended by Defendants to cause injury to Plaintiff, or was despicable conduct carried on by
25 Defendants with a willful and conscious disregard of the rights of Plaintiff or subjected Plaintiff to cruel
26 and unjust hardship in conscious disregard of Plaintiff's rights such as to constitute malice, oppression,
27 or fraud under Civil Code §3294, thereby entitling Plaintiff to punitive damages in an amount appropriate
28 to punish or make an example of Defendants.

1 78. Defendants' conduct described herein was undertaken, authorized, and/or ratified by
2 Defendants, and Defendants' officers and/or managing agents, and those identified herein as DOES 1-
3 20, who were authorized and empowered to make decisions that reflect and/or create policy for
4 Defendants. The aforementioned conduct of said managing agents and individuals was therefore
5 undertaken on behalf of Defendants. Defendants further had advanced knowledge of the actions and
6 conduct of said individuals whose actions and conduct were ratified, authorized, and approved by
7 managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified
8 and designated herein as DOES 1-20, inclusive.

9 79. Because the acts taken toward Plaintiff were carried out by managerial employees acting
10 in a deliberate, cold, callous, cruel and intentional manner, in conscious disregard of Plaintiff's rights and
11 in order to injure and damage Plaintiff, Plaintiff requests that punitive damages be levied against
12 Defendants and each of them, in sums in excess of the jurisdictional minimum of this court.

13 80. Plaintiff is also entitled to reasonable attorneys' fees and costs, pursuant to Labor Code
14 §§98.7(e) and other Labor Code sections.

15
16 **THIRD CAUSE OF ACTION**
17 **FOR WRONGFUL TERMINATION**
18 **IN VIOLATION THE PUBLIC POLICY OF THE STATE OF CALIFORNIA**
19 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

20 81. Plaintiff re-alleges and incorporates by reference all Paragraphs, inclusive, as though set
21 forth in full herein.

22 82. At all relevant times mentioned in this complaint, Labor Code §98.6 was in full force
23 and effect and was binding upon Defendants and each of them. This law prohibits retaliation against
24 employees who complain about unpaid wages and/or attempt to exercise the rights under the Labor
25 Code. Labor Code §98.6 reflects the State's broad public policy interest in protecting the rights of
26 individual employees and job applicants who could not otherwise afford to protect themselves from
27 violations of the Labor Code.
28

1 83. At all relevant times mentioned in this complaint, Labor Code §1102.5 and Labor Code
2 §1102.6 were in full force and effect and was binding upon Defendants and each of them. This law
3 prohibits retaliation against employees who disclose reasonable suspicions of illegal activity or conduct
4 by their employer to a government or law enforcement agency, or to employer itself. Labor Code
5 §1102.5 and §1102.6 reflect the State's broad public policy interest in encouraging workplace
6 "whistleblowers," who may without fear of retaliation report concerns regarding an employer's
7 suspected illegal conduct, irrespective of whether the reporting is made to governmental agencies or to
8 the employer itself, and irrespective of whether the employee's suspicions are correct that the
9 challenged conduct actually violates some law. Indeed, the law in California is that an employee's
10 good faith but mistaken belief in the illegality of his co-workers', supervisor's, and employer's conduct
11 is protected from employer retaliation in the whistle-blowing context.

12 84. At all relevant times mentioned in this complaint, Labor Code §§923, 6310, and 6400,
13 et seq., were in full force and effect and were binding on Defendants.

14 85. Plaintiff is informed and believes, and based thereupon alleges, that Plaintiff's
15 engagement in protected activities, as alleged herein, under Labor Code §§ 98.6, 1102.5, 1102.6, and
16 6310 were a proximate cause in Plaintiff's damages as stated below.

17 86. The damage allegations of Paragraphs 51 through 55, inclusive, are herein incorporated
18 by reference.

19 87. The foregoing conduct of Defendants individually, or by and through their officers,
20 directors and/or managing agents, was intended by the Defendants to cause injury to the Plaintiff or
21 was despicable conduct carried on by the Defendants with a willful and conscious disregard of the
22 rights of Plaintiff or subjected Plaintiff to cruel and unjust hardship in conscious disregard of Plaintiff's
23 rights such as to constitute malice, oppression, or fraud under Civil Code §3294, thereby entitling
24 Plaintiff to punitive damages in an amount appropriate to punish or make an example of Defendants.

FOURTH CAUSE OF ACTION
FOR FAILURE TO PAY ALL WAGES DUE AND IMPROPER DEDUCTIONS IN
VIOLATION OF LABOR CODE §§201, 204, 206, 221, 351
AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

88. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein..

89. As alleged herein, Plaintiff was not exempt from the requirements of Labor Code §510, 8 Code of Regulations §11050, and Industrial Welfare Commission Order No. 5-2001.

90. At all relevant times, Defendants failed and refused to pay Plaintiff wages earned and required by 8 Code of Regulations §11050, as set forth hereinabove. As alleged herein, Defendants routinely underpaid Plaintiff and failed to pay Plaintiff for all hours worked, including those beyond eight in a day or 40 per week.

91. Defendants violated Labor Code §§ 204 and 223 because Defendants failed to pay wages for all hours worked paid at least twice during each calendar month to employees as required “by contract” under Labor Code section 223, as well as an improper collection of wages paid to an employee under Labor Code section 221. *Gonzales v. Downtown LA Motors*, 215 Cal. App. 4th 36 (2d App. Dist. Mar. 6, 2013).

92. Defendants, as a pattern and practice in uniform administration of corporate policy with regard to Plaintiff and the other aggrieved employees, required Plaintiff and the other aggrieved employees to perform labor without overtime compensation.

93. Plaintiff has been deprived of Plaintiff’s rightfully earned compensation as a direct and proximate result of Defendants’ failure and refusal to pay said compensation. Plaintiff is entitled to recover such amounts, plus interest thereon, attorneys’ fees and costs.

94. Labor Code §558(a) provides that any person acting on behalf of an employer who violates, or causes to be violated, any statute or provision regulating hours and days of work in any order of the Industrial Welfare Commission pay a civil penalty in the amount of \$50 for each underpaid employee for each pay period in which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. Also, Labor Code §558(a) for each subsequent violation, the person acting

on behalf of an employer is liable in the amount of \$100 for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover the underpaid wages.

95. Pursuant Labor Code § 218.5 and/or Labor Code § 1194(a), Plaintiff and the other aggrieved employees request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

FIFTH CAUSE OF ACTION
FOR FAILURE TO PAY MINIMUM WAGES
LABOR CODE §§1182.12, 1194, 1194.2, 1197
AGAINST DEFENDANTS AND DOES 1-20, INCLUSIVE

96. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

97. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid hours exceeded the minimum wage. Under California law, Plaintiff is entitled to at least the minimum wage for every hour worked.

98. The historical minimum wage requirements in California are as follows:

Effective	26+ employees	1-25 employees
1/1/23	\$15.50	\$15.50
1/1/22	\$14.00	\$15.00
1/1/21	\$13.00	\$14.00
1/1/20	\$12.00	\$13.00
1/1/19	\$12.00	\$11.00
1/1/18	\$11.00	\$10.50
1/1/17	\$10.50	\$10.00
1/1/16	\$10.00	\$9.00
7/1/14	\$9.00	\$8.00
1/1/08	\$8.00	\$7.50
1/1/07	\$7.50	\$6.75

99. In the four years immediately preceding the filing of this complaint, Employers failed and refused to pay Plaintiff the legal minimum wage in the State of California, as set forth in Labor Code §1182.12, in each of the following ways:

1 107. At all relevant times, Defendants failed and refused to pay Plaintiff all the overtime
2 compensation required by Labor Code §510, 8 Code of Regulations §11050, and Industrial Welfare
3 Commission Order No. 5-2001.

4 108. In the past year, Plaintiff worked multiple hours of overtime each week, all of which
5 should have been paid at 1.5 or 2.0 times Plaintiff's regular hourly wage rate at that time. Defendants
6 failed to pay Plaintiff the requisite overtime wages by allowing her to work off the clock, all of which
7 should have been paid at a premium wage in an amount according to proof.

8 109. As alleged herein, Plaintiff is not exempt from the overtime pay requirements of Labor
9 Code §510, 8 Code Regulations §11050, and Industrial Welfare Commission Order No. 5-2001.

10 110. Thus, for the entirety of the time periods set forth above, Plaintiff is owed overtime wages
11 in the amount according to proof, above and beyond the minimum wages sought in the preceding cause
12 of action for these same hours.

13 111. Plaintiff has been deprived of Plaintiff's rightfully earned overtime compensation as a
14 direct and proximate result of Defendants' failure and refusal to pay said compensation. Plaintiff is
15 entitled to recover such amounts, plus interest thereon, attorneys' fees, and costs.

16
17 **SEVENTH CAUSE OF ACTION**
18 **FOR FAILURE TO INDEMNIFY FOR NECESSARY BUSINESS EXPENSES**
19 **LABOR CODE §2802**
20 **AGAINST DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

21 112. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
22 though set forth in full herein.

23 113. Pursuant to Labor Code §450(a), "no employer...may compel or coerce any employee...to
24 patronize his or her employer, or any other person, in the purchase of anything of value."

25 114. Pursuant to Labor Code §2802, "an employer shall indemnify his or her employee for all
26 necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his
27 or her duties, or of his or her obedience to the directions of the employer."
28

1 115. Plaintiff was required by Defendants to expend Plaintiff's personal funds because of the
2 duties required by Defendants, as alleged hereinabove, including but not limited to Plaintiff's mileage
3 and cellphone expenses for Defendant's business purposes.

4 116. Pursuant to Labor Code §2802, Defendants are legally required to reimburse Plaintiff for
5 all necessary expenditures incurred in the performance of Plaintiff's duties.

6 117. In violation of Labor Code § 2802, Defendants did not provide Plaintiff a business
7 cellphone in the field to use, making Plaintiff have to use her own personal cell phone which she was
8 never reimbursed, nor did Defendants appropriately reimburse Plaintiff for car mileage during required
9 cannabis deliveries.

10 118. Plaintiff is therefore entitled to full reimbursement for usage of her cell phone, as well as
11 for her car mileage.

12 119. As a proximate result of the aforementioned violations of Labor Code §§450(a) and 2802,
13 Plaintiff is entitled to recover from Defendants the unpaid balance of all of the necessary aforementioned
14 expenditures.

15 120. As a proximate result of the aforementioned violations of Labor Code §§450(a) and 2502,
16 Plaintiff has been damaged in an amount according to proof at the time of trial.

17 121. Pursuant to Labor Code §2802, Plaintiff requests that the Court award interest at the same
18 rate as judgments in civil actions, accruing from the date on which Plaintiff incurred the necessary
19 expenditure or loss.

20 122. Pursuant to Labor Code §2802, Plaintiff requests that the Court award Plaintiff reasonable
21 attorneys' fees and costs incurred in this action.

22
23 **EIGHTH CAUSE OF ACTION**
24 **FOR FAILURE TO PROVIDE MEAL AND REST BREAKS**
25 **IN VIOLATION OF LABOR CODE §§226.7, 512**
26 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

27 123. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
28 though set forth in full herein.

1 124. Labor Code §512 requires employers to provide every employee with an uninterrupted
2 meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

3 125. Labor Code §226.7 requires an employer to provide every employee with an
4 uninterrupted rest period of not less than 10 minutes, for every period worked of four hours, or
5 substantial portion thereof.

6 126. In the past year, Plaintiff regularly worked in excess of 7 hours per day, and was thereby
7 entitled to take an uninterrupted 30-minute meal periods and two 10-minute rest periods on each day
8 of work.

9 127. Defendants failed and refused to provide Plaintiff with uninterrupted rest and meal
10 periods, and failed to compensate Plaintiff for missed or uninterrupted meal and rest periods, as
11 required by Labor Code §§226.7 and the applicable sections of 8 Code of Regulations §11050 and
12 Industrial Welfare Commission Order No. 5-2001.

13 128. During the Claim Period, Plaintiff was not permitted and not advised of her right to take
14 one or more of her statutory 10-minute rest periods nor her 30-minute meal breaks for days on which
15 Plaintiff worked for at least five hours.

16 129. As alleged herein, Plaintiff is not exempt from the rest break requirements of 8 Code of
17 Regulations §11050 and Industrial Welfare Commission Order No. 5-2001. Consequently, Plaintiff is
18 owed one hour of pay at her then regular hourly rate, or the requisite minimum wage, whichever is
19 greater, for each day that she was denied such rest and meal periods.

20 130. Plaintiff has been deprived of her rightfully earned compensation for meal and rest
21 breaks as a direct and proximate result of Defendants' failure and refusal to pay said compensation.

22 131. Thus, for the entirety of the time periods set forth above, Plaintiff is entitled to recover
23 such amounts in the amount according to proof, pursuant to Labor Code §226.7(b), plus interest thereon
24 and costs of suit.

NINTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE AN ACCURATE ITEMIZED WAGE STATEMENT IN
VIOLATION OF LABOR CODE §§ 226, 1174
AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

132. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

133. Pursuant to Labor Code §§226 and 1174, employers have a duty to provide their non-exempt employees with itemized statements showing total hours worked, hourly wages, gross wages, total deductions and net wages earned. An employer who violates these code sections is liable to its employees for the greater of actual damages suffered by the employee, or \$50.00 in civil penalties for the initial pay period in which a violation occurred, and \$100.00 per employee for each subsequent pay period, up to a statutory maximum of \$4,000.00. Pursuant to Labor Code §226(e)(2), an employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement at all.

134. In addition thereto, pursuant to Labor Code §226.3, an employer who willfully violates Labor Code §226 is subject to a \$250.00 civil penalty for the initial pay period in which a violation occurred, and \$1,000.00 per employee for each subsequent pay period, with no maximum.

135. At all relevant times, Defendants failed to provide Plaintiff with timely and accurate wage and hour statements showing gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity employing Plaintiff, and all applicable hours and rates in effect during each pay period and the corresponding number of hours worked at each hourly rate by Plaintiff.

136. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §226.

137. This failure has injured Plaintiff, by misrepresenting and depriving Plaintiff of hour, wage, and earnings information to which Plaintiff is entitled, causing Plaintiff difficulty and expense in attempting to reconstruct time and pay records, causing Plaintiff not to be paid wages Plaintiff is entitled to, causing Plaintiff to be unable to rely on earnings statements in dealings with third parties, eviscerating Plaintiff's right under Labor Code §226(b) to review itemized wage statement information by inspecting

1 the employer's underlying records, and deceiving Plaintiff regarding Plaintiff's entitlement to overtime,
2 meal period, and rest period wages.

3 138. Plaintiff was paid on a bi-weekly basis, and therefore Defendants violated Labor Code
4 §226 approximately eight (8) times during the last year that Plaintiff worked for Defendants.
5 Consequently, Defendants are liable to Plaintiff for Plaintiff's actual damages, or penalties in the statutory
6 maximum amount of \$4,000.00, whichever is greater.

7 139. In addition, thereto, Plaintiff is entitled civil penalties pursuant to Labor Code §226.3 in
8 the amount of \$15,250 (\$250.00 + \$1,000.00 x 15 subsequent pay periods).

9 140. Based on Defendants' conduct as alleged herein, Defendants are liable for damages and
10 statutory penalties pursuant to Labor Code §226, civil penalties pursuant to Labor Code §226.3, and other
11 applicable provisions, as well as attorneys' fees and costs.

12
13 **TENTH CAUSE OF ACTION**

14 **FAILURE TO PERMIT INSPECTION OF PERSONNEL AND PAYROLL RECORDS**

15 **LABOR CODE §§226 ET SEQ., 1198.5**

16 **AGAINST ALL DEFENDANTS**

17 141. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
18 though set forth in full herein.

19 142. Labor Code §226(c) requires an employer, within twenty-one (21) days of a written
20 request thereof, to inspect or receive a copy of an employee's records. Pursuant to Labor Code §226(f),
21 an employer's failure to do so subjects the employer to a \$750.00 penalty, payable to the employee.

22 143. Labor Code §1198.5 requires an employer, within thirty (30) days of a written request
23 thereof, to inspect or receive a copy of an employee's personnel and payroll records. An employer's
24 failure to do so subjects the employer to a \$750.00 penalty, payable to the employee.

25 144. On March 20, 2023, Plaintiff made a written request to inspect or receive a copy of
26 Plaintiff's personnel and payroll records from Defendants, which Defendants received.

1 145. Defendants failed and refused to permit Plaintiff's inspection of his personnel and payroll
2 records, and failed to provide a copy of Plaintiff's personnel and payroll records to him within the time
3 required by Labor Code §§ 226 *et seq.*, 1198.5, or ever.

4 146. As a result of Defendants' failure and refusal to comply with Labor Code §§ 226, and
5 1198.5, Plaintiff is entitled to recover from Defendants a civil penalty of \$1,500.00.00.

6
7 **ELEVENTH CAUSE OF ACTION**
8 **FOR WAITING TIME PENALTIES**
9 **LABOR CODE §§201-203**

10 **AGAINST ALL DEFENDANTS AND DOES 1 THROUGH 20, INCLUSIVE**

11 147. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
12 though set forth in full herein.

13 148. At all relevant times, Defendants failed to pay all of Plaintiff's accrued wages and other
14 compensation due immediately upon termination or within 72 hours of resignation, as required under
15 Labor Code §§201-203. These wages refer to, at a minimum, reimbursement for business expenses and
16 compensation that Defendants should have paid, but did not pay, to Plaintiff during the term of Plaintiff's
17 employment and which were, at the latest, due within the time restraints of Labor Code §§201-203.

18 149. As alleged herein, Plaintiff is not exempt from the requirements of Labor Code §§201-
19 203.

20 150. As a direct and proximate result of Defendants' willful failure to pay these wages, Plaintiff
21 is entitled to payment of Plaintiff's retroactive pay, minimum wages, overtime wages, meal and rest
22 periods as previously pleaded herein, and more than \$6,736.80 in wait time penalties, calculated based
23 on a daily average wage of \$6,736.80, times 30 days (i.e., \$224.56 ((((\$16.04 x 8 hours = \$128.32) +
24 (\$24.06 x 4 hours = \$96.24)) x 30 days)), inclusive of overtime.

25 151. Based on Defendants' conduct as alleged herein, Defendants are liable for \$6,736.80 in
26 statutory penalties pursuant to Labor Code §203 and other applicable provisions, as well as attorneys'
27 fees and costs.

TWELFTH CAUSE OF ACTION
FOR PRIVATE ATTORNEY GENERAL ACT

LABOR CODE §2699
AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE

152. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as though set forth in full herein.

153. Under Labor Code §2699, Plaintiff, as an aggrieved employee, may bring an action against Defendants, on behalf of himself and other current or former employees, seeking statutory civil penalties for Defendants' violations of the California Labor Code.

154. Plaintiff was an aggrieved employee within the meaning of Labor Code §§2699(c) and 2699.3(a), as Defendants have committed multiple California Labor Code violations against Plaintiff, as previously pleaded in this Complaint.

155. On April 24, 2023, more than 65 calendar days before filing this Complaint, Plaintiff provided written notice by certified mail to the Labor and Workforce Development Agency and to Defendants of the specific provisions of the California Labor Code that Defendants violated, thereby satisfying the requirements of Labor Code §2699.3(a). This Complaint include violations of Labor Code §§ 98.6, 201, 201.3, 202, 203, 204, 221, 226, 226.7, 232.5; 351, 510, 512, 6310, 6400, 1102.5, 1102.6, 1174, 1182.12, 1194, 1194.2, 1197, 1198.5 and 2802, each of which is enumerated among the serious violations set forth in Labor Code §2699.5.

1. Here, Plaintiff's civil action alleges violations of provisions listed in Labor Code §2699.5 and violations of provisions other than those listed in Labor Code §2699.5. As such, Labor Code §2699.3(a) and §2699.3(c) apply to this action.

156. As of the filing of this Complaint, Plaintiff has not received any response from the Labor and Workforce Development Agency on its intent to pursue an action against Defendants. Consequently, Plaintiff may now commence a civil action, pursuant to Labor Code §2699.3.

157. Further, as of the filing of this Complaint, Plaintiff has not received from Defendants written notice by certified mail that the alleged violations have been cured, including a description of the actions taken. As such, Plaintiffs have complied with Labor Code §2699.3(c) and have been given

1 authorization therefrom to commence a civil action which includes a cause of action pursuant to Labor
2 Code §2699.

3
4 **PENALTIES**

5 158. Pursuant to Labor Code §2699(a) (which provides that any provision of the Labor Code
6 that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development
7 Agency (“LWDA”) (or any of its departments, divisions, commissions, board agency or employees), such
8 civil penalties may, as an alternative, be recovered through a civil action brought by an aggrieved
9 employee on behalf of himself or herself and other current or former employees) and Labor Code
10 §2699(f) (which establishes a civil penalty for violations of all Labor Code provisions except those which
11 a civil penalty is specifically provided), the aggrieved employees seek recover of all applicable civil
12 penalties, as follows:

13 a) As applicable, civil penalties under Labor Code §2699(f), for all violations of the Labor
14 Code except for those for which a civil penalty is specifically provided, in the amount of one hundred
15 dollars (\$100.00) for each aggrieved employee per period for the initial violation; and two hundred dollars
16 (\$200.00) for each aggrieved employee per pay period for each subsequent violation, including those
17 violations notated in each of the foregoing paragraphs as though set forth in full herein.

18 b) As applicable, civil penalties under Labor Code §558 (in addition to and entirely
19 independent and apart from any other penalty provided for in the Labor Code), for violations of Labor
20 Code §§1-556, in the amount of \$50 for each underpaid aggrieved employee for each pay period the
21 aggrieved employee was underpaid in addition to an amount sufficient to recover underpaid wages, and
22 \$100 for each subsequent violation for each underpaid employee for each pay period for which the
23 employee was underpaid; and also an additional amount sufficient to recover under paid wages as
24 penalties, with all wages recovered pursuant to Labor Code §557 paid to the aggrieved employees.
25 Plaintiff is entitled to recover approximately \$2,550 for civil penalties, including for violations under
26 Labor Code §§ 226.7, 512, 1030. Plaintiff is also able to collect an additional penalty to be distributed
27 to the other aggrieved employees in an amount according to proof;
28

1 c) As applicable, civil penalties under Labor Code §225.5 (in addition to and entirely
2 independent and apart from any other penalty provided in the Labor Code) for violations of Labor Code
3 § 221 and 223, in the amount of \$100 for each underpaid aggrieved employee for each pay period the
4 aggrieved employee was underpaid, and \$200 for each subsequent violation or any willful or intentional
5 violation, for each underpaid aggrieved employees regardless of whether the initial violation was
6 intentionally committed, in addition to 25 percent of the amount unlawfully withheld;

7 d) As applicable, civil penalties under Labor Code §210 (in addition to and entirely
8 independent and apart from any other penalty provided in the Labor Code), for each employee who is/was
9 not paid wages in accordance with Labor Code §§201.3, 204, 204b, 204.1, 204.2, 205, 205.5 and 1197.5,
10 in the amount of a civil penalty of \$100 for each aggrieved employee per pay period for each initial
11 violation, and \$200 for each aggrieved employee per pay period for each subsequent violation, plus 25
12 percent of the amount unlawfully withheld;

13 e) As applicable, civil penalties under Labor Code §2802 (in addition to and entirely
14 independent and apart from any other penalty provided in the Labor Code), for each violation of Labor
15 Code §2802, in the amount of \$100 for each aggrieved employee per pay period for each violation; and
16 \$200 for each aggrieved employee per pay period for each subsequent violation;

17 f) As applicable, civil penalties under Labor Code §226.3 (in addition to and entirely
18 independent and apart from any other civil penalty provided in the Labor Code), for each violation of
19 Labor Code §226(a), in the amount of \$250 for each aggrieved employee per pay period for each violation
20 and \$1,000 for each aggrieved employee per pay period for each subsequent violation;

21 g) As applicable, civil penalties under Labor Code §§203 and/or 256 (in addition to and
22 entirely independent and apart from any other penalty provided in the Labor Code), for any aggrieved
23 employee who was discharged or quit, and was not paid all earned wages at termination in accordance
24 with Labor Code §§201, 201.1, 201.5, 202, and 205.5, in the amount of a civil penalty of one day of pay,
25 at the same rate, for each day that he or she was paid late, until payment was/is made, up to a maximum
26 of thirty (30) days; and

27 h) As applicable, any and all additional applicable civil penalties and sums as provided by
28 the Labor Code and/or other relevant statutes.

1 159. In addition, Plaintiff seeks and is entitled to seventy-five percent (75%) of all penalties
2 obtained under Labor Code §2699 to be allocated to the LWDA, for education of employers and
3 employees about their rights and responsibilities under the Labor Code, and twenty-five percent (25%)
4 to the aggrieved employees.

5 160. Pursuant to Labor Code §218.6 and Civil Code §3287, these aggrieved employees seek
6 recovery of pre-judgment interest on all amounts recovered herein.

7 161. As a direct and proximate result of Defendants' California Labor Code violations as set
8 forth in this Complaint, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per
9 pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each
10 subsequent violation, pursuant to Labor Code §2699(f), for those Labor Code sections not expressly
11 providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly
12 provide for a penalty, §§203, 210, 225.5, 226.3, 226.7, 510, 512, 558, and 1030.

13 162. Pursuant to Labor Code §218.6 and Civil Code §3287, these aggrieved employees seek
14 recovery of pre-judgment interest on all amounts recovered herein.

15 163. Further, Plaintiff is entitled; to recover reasonable attorneys' fees and costs pursuant to
16 Labor Code §§2699(g)(1) and any other applicable statute.

17
18 **THIRTEENTH CAUSE OF ACTION**

19 **FOR UNFAIR COMPETITION**

20 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**

21 **AGAINST ALL DEFENDANTS AND DOES 1-20, INCLUSIVE**

22 164. Plaintiff re-alleges and incorporates by reference each of the foregoing paragraphs as
23 though set forth in full herein.

24 165. The court has jurisdiction over this action pursuant to Business and Professions Code
25 section 17200 et seq., specifically Business and Professions Code section 17203, which provides that
26 any person who engages, has engaged, or proposes to engage in unfair competition may be enjoined in
27 any court of competent jurisdiction; and the court may make such orders or judgments, including the
28 appointment of a receiver, as may be necessary to prevent the use or employment by any person of any

1 practice which constitutes unfair competition, or as may be necessary to restore to any person in interest
2 any money or property, real or personal, which may have been acquired by means of such unfair
3 competition; and Business and Professions Code Section 17204, which provides for actions for any
4 relief pursuant to the Unfair Competition Law to be prosecuted exclusively in a court of competent
5 jurisdiction by any board, officer, person, corporation or association or by any person acting for the
6 interests of itself, or its members and that has suffered an injury in fact and lost money or property as
7 a result of Defendants' conduct.

8 166. Defendants have engaged in, and continue to engage in the following unlawful, unfair
9 and/or fraudulent business practices in violation of Section 17200 of the California Business and
10 Professions Code: retaliation under the Labor Code, failure to pay wages, failure to provide overtime,
11 failure to provide and pay wages and premium wages for rest breaks, among other unfair conduct as
12 alleged herein above.

13 167. As a direct, proximate, and foreseeable result of Defendants' wrongful conduct as
14 alleged above, Defendants' business acts or practices have caused injury to the Plaintiff and the public.
15 Plaintiff is entitled to relief, including full restitution and/or disgorgement of all revenues, earnings,
16 profits, compensation and benefits that may have been obtained by Defendants as a result of such
17 business acts or practices.

18 168. Plaintiff is informed and believes and based thereon alleges that Defendants' illegal acts
19 as described above are a serious and continuing threat to Plaintiff and the public. If Defendants are
20 allowed to continue their unfair and unlawful acts, Plaintiff and the public will suffer further immediate
21 and irreparable injury, loss and damage. Plaintiff is further informed and believes, and based thereon
22 alleges, that, in the absence of a temporary restraining order and preliminary and permanent injunctions
23 as prayed for below, Defendants will continue to unfairly and unlawfully compete.

24
25 **PRAYER FOR RELIEF**

26 **WHEREFORE**, Plaintiff seeks judgment against Defendants and each of them, in an amount
27 according to proof but estimated to be no less than \$5,000,000 as follows:
28

1 169. For a money judgment representing compensatory damages including lost wages,
2 earnings, commissions, retirement benefits, and other employee benefits, and all other sums of money,
3 together with interest on these amounts; for other special damages; and for general damages for mental
4 pain and anguish and emotional distress and loss of earning capacity;

5 170. For civil penalties pursuant to Labor Code §98.6 in the amount of no less than \$10,000.00;

6 171. For civil penalties pursuant to Labor Code §§ 1102.5, 1102.6, 232.5, 6310 and 6400 in the
7 amount of no less than \$10,000.00;

8 172. For payment of unpaid minimum wage compensation pursuant to Labor Code §§1182.12,
9 1194, 1194.2, 1197, and Industrial Welfare Commission Order No. 4-2001, in the amount according to
10 proof;

11 173. For the payment of unpaid wages due and improper deductions pursuant to Labor Code
12 §201, 204, 221 and 351 in the amount of \$200, plus all tips awarded to Plaintiff between December 2-7,
13 2022;

14 174. For payment of unpaid overtime compensation pursuant to Labor Code §§201, 510, 1194,
15 Industrial Welfare Commission Order No. 4-2001, and 8 Code of Regulations §11040, in the amount of
16 no less than \$523.22;

17 175. For statutory penalties or damages pursuant to Labor Code §558 in the amount of no less
18 than \$1,550.00 (\$50 for a first violation, plus \$100 each 15 subsequent pay periods);

19 176. For reimbursement of necessary business expenses pursuant to Labor Code §2802, in the
20 amount of no less than \$579.24 (\$24.24 for mileage and \$555.00 for phone), plus interest;

21 177. For payment of meal and rest period compensation pursuant to Labor Code §226.7, 512,
22 in the amount of no less than \$1,480.50 (\$16.24 + 45 meals + 45 breaks);

23 178. For damages pursuant to Labor Code §226 in the amount of no less than \$1,550.00 (\$50
24 for a first violation, plus \$100 each 15 subsequent pay periods);

25 179. For statutory penalties or damages pursuant to Labor Code §226.3 in the amount of no
26 less than \$15,250 (\$250.00 for a first violation, plus \$1,000.00 for each 15 subsequent pay periods);
27
28

1 180. For waiting time penalties pursuant to Labor Code §§201-203 in the amount of no less
2 than \$6,736.80, times 30 days (i.e., \$224.56 ((((\$16.04 x 8 hours = \$128.32) + (\$24.06 x 4 hours = \$96.24))
3 x 30 days));

4 181. For statutory penalties pursuant to Labor Code §2699(f), in the amount of no less than
5 \$36,150.00 on Plaintiff's own behalf, and similar amounts on behalf of all of Defendants' aggrieved
6 employees, estimated to exceed \$500,000.00;

7 182. For statutory penalties pursuant to Labor Code §§ 226(f), 1198.5 in the amount of no less
8 than \$750.00 each, totaling \$1,500;

9 183. For civil penalties pursuant to Labor Code §2699(f), in addition to and entirely
10 independent and apart from other penalties in the Labor Code and for Labor Code violations without a
11 specific civil penalty, in the amount of \$100 for each aggrieved employee per pay period for each
12 violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;

13 184. For civil penalties under Labor Code §210, in addition to and entirely independent and
14 apart from any other penalty provided in the Labor Code, in the amount of \$100 for each aggrieved
15 employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for
16 each subsequent violation, plus 25 percent of the amount unlawfully withheld;

17 185. For civil penalties under Labor Code §§ 210 and 225.5, in addition to and entirely
18 independent and apart from any other penalty provided in the Labor Code, for each violation of Labor
19 Code §§204, 221 and 223, in the amount of \$100 for each aggrieved employee per pay period for each
20 violation, and \$200 for each aggrieved employee per pay period for each subsequent violation or for each
21 willful or intentional violation, in addition to 25 percent of the amount unlawfully withheld;

22 186. For civil penalties under Labor Code §226.3, in addition to and entirely independent and
23 apart from any other penalty provided in the Labor Code, in the amount of \$250 for each aggrieved
24 employee per pay period for each violation, and \$1,000 for each aggrieved employee per pay period for
25 each subsequent violation;

26 187. For civil penalties under Labor Code §§203 and/or 256, in addition to and entirely
27 independent and apart from any other penalty provided in the Labor Code, in the amount of one day of
28

1 pay, at the same rate, for each day that an aggrieved employee was paid late, at the time of termination,
2 until payment was/is made, up to a maximum of thirty (30) days;

3 188. For prejudgment interest on all amounts recovered herein pursuant to Labor Code §218.6,
4 Labor Code §1194(a), and/or Civil Code §3287;

5 189. For reasonable attorneys' fees and costs incurred pursuant to Labor Code §2699(g)(1) and
6 any other applicable statute; and

7 190. For prejudgment interest on each of the foregoing at the legal rate from the date the
8 obligation became due through the date of judgment in this matter.

9 **WHEREFORE**, Plaintiff further seeks judgment against Defendants, and each of them, in an
10 amount according to proof, as follows:

11 191. For a declaratory judgment reaffirming Plaintiff's equal standing under the law and
12 condemning Defendants' discriminatory practices;

13 192. For injunctive relief barring Defendants' discriminatory employment policies and
14 practices in the future, and restoring Plaintiff to Plaintiff's former position with Defendants;

15 193. For injunctive relief compelling Defendants to report to federal and state authorities wages
16 earned by Plaintiff, and other employees, and pay all state and federal taxes owing, employer matching
17 funds, unemployment premiums, social security, Medicare, and workers' compensation premiums, all
18 this in an amount according to the proof;

19 194. For punitive damages, pursuant to Civil Code §§3294 in amounts sufficient to punish
20 Defendants for the wrongful conduct alleged herein and to deter such conduct in the future;

21 195. For costs of suit, attorneys' fees, and expert witness fees pursuant to the FEHA, Labor
22 Code and/or any other basis;

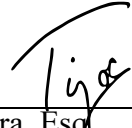
23 196. For post-judgment interest; and

24 197. For any other relief that is just and proper.

1 DATED: October 12, 2023

GUERRA & CASILLAS LLP

2
3 By:



Ruben Guerra, Esq.
Tizoc Perez-Casillas, Esq.
Attorney for Plaintiff
ARIANA RAMIREZ

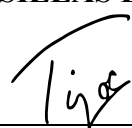
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5
6 **JURY TRIAL DEMANDED**

7 Plaintiff demands trial of all issues by jury.

8
9 DATED: October 12, 2023

GUERRA & CASILLAS LLP

10
11 By:



Ruben Guerra, Esq.
Tizoc Perez-Casillas, Esq.
Attorney for Plaintiff
ARIANA RAMIREZ