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County of Los Angeles
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on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JOANNE BARTEL and ROBERT KNIGHT,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

vs.

OFFSHORE GREENZ, INC., a California
corporation; 818 BRANDS LLC, a Delaware
limited liability company; THOMAS
CAMPBELL, an individual; and DOES 2
through 100, inclusive,

Defendants.

Case No.: 23STCV09611

CLASS ACTION

**FIRST AMENDED CLASS AND PAGA
REPRESENTATIVE COMPLAINT FOR:**

1. Failure to Pay Minimum Wages
2. Failure to Pay Overtime Wages
3. Failure to Provide Required Meal Periods
4. Failure to Provide Required Rest Periods
5. Failure to Reimburse Business Expenses
6. Failure to Provide Accurate Itemized Wage Statements
7. Failure to Maintain Required Records
8. Failure to Timely Pay Wages During Employment
9. Failure to Timely Pay All Wages Owed to Employees Who Were Discharged or Quit
10. Unfair and Unlawful Business Practices
11. Civil Penalties Pursuant to the Private Attorneys General Act of 2004, Cal. Labor Code §§ 2698 et seq.

DEMAND FOR JURY TRIAL

1 **INTRODUCTION**

2 1. Plaintiffs Joanne Bartel and Robert Knight (“PLAINTIFFS”) bring this class
3 action on behalf of themselves and all others similarly situated against Defendant OFFSHORE
4 GREENZ, INC., a California corporation, Defendant 818 BRANDS LLC, a Delaware limited
5 liability company, Defendant THOMAS CAMPBELL, an individual, and DOES 2 through 100,
6 inclusive (collectively, “DEFENDANTS”), hereby allege as follows:

7 **JURISDICTION AND VENUE**

8 2. The Superior Court of the State of California has jurisdiction over this matter
9 because, at all relevant times, PLAINTIFFS are, or were, residents of the State of California.
10 PLAINTIFFS are informed and believe that one or more of the DEFENDANTS were qualified to
11 do business and actually conducted business in California as a domestic corporation. Furthermore,
12 no federal question is at issue because PLAINTIFFS’ causes of action are based solely on
13 California law.

14 3. Venue is proper in this judicial district and the County of Los Angeles, California
15 because PLAINTIFFS are informed and believe that one or more of the DEFENDANTS
16 designated its principal office in the State of California at an address in the County of Los Angeles.
17 Furthermore, PLAINTIFFS and persons similarly situated performed work for DEFENDANTS in
18 the County of Los Angeles, and DEFENDANTS’ illegal conduct which are the subject of this
19 action occurred within the County of Los Angeles.

20 **PLAINTIFFS AND CLASS MEMBERS**

21 4. PLAINTIFFS, at all times relevant to this action, were residents of the State of
22 California who worked for DEFENDANTS as “trimmers” or “bud trimmers” at DEFENDANTS’
23 cannabis cultivation facilities in the State of California.

24 5. PLAINTIFFS bring this class action against DEFENDANTS, on behalf of
25 themselves and the following similarly situated class of individuals (the “CLASS MEMBERS”):
26 all current and former trimmers, including but not limited to those misclassified as independent
27 contractors, who performed work for DEFENDANTS in the State of California at any time during
28 the period commencing four (4) years prior to the filing of this action and continuing while this

1 action is pending to the time when final judgment is entered (the “CLASS PERIOD”).
2 PLAINTIFFS reserve the right to name additional class representatives.

3 6. PLAINTIFFS and the CLASS MEMBERS rendered services to DEFENDANTS;
4 however, DEFENDANTS failed to properly compensate PLAINTIFFS and CLASS MEMBERS
5 for such services and maintain and provide certain required information in compliance with
6 California law.

7 7. PLAINTIFFS bring this action for themselves and the CLASS MEMBERS to
8 recover, among other things, wages and penalties from unpaid wages earned and due, including
9 but not limited to, unpaid minimum wages and overtime, failure to provide required meal and rest
10 breaks, failure to timely pay all wages during employment, failure to timely pay all wages owed
11 to employees who were discharged or quit, failure to indemnify employees for necessary
12 expenditures and/or losses incurred in discharging their duties, failure to provide accurate itemized
13 wage statements, failure to maintain required records, unfair and unlawful business practices, and
14 for restitution, injunctive relief, interest, attorneys’ fees, costs, expenses, civil penalties pursuant
15 Private Attorneys General Act of 2004 and such other relief as may be just and proper under
16 California law.

17 **DEFENDANTS**

18 8. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANT
19 OFFSHORE GREENZ, INC. is, and at all times relevant hereto was, a California corporation
20 organized and existing under the laws of the State of California. PLAINTIFFS are further
21 informed and believe, and thereon allege, that DEFENDANT OFFSHORE GREENZ, INC. did
22 business in the State of California under California Secretary of State file number 4819933
23 including while doing business in the State of California and within the County of Los Angeles.

24 a. PLAINTIFFS are informed and believe, and thereon allege, that
25 DEFENDANT THOMAS CAMPBELL is the true name of a defendant, who was previously
26 designated as DOE 1, and is, and at all relevant times was, a natural person and citizen of the State
27 of California, an owner, officer, director, or managing agent of DEFENDANT OFFSHORE
28 GREENZ, INC. PLAINTIFFS are further informed and believe, and thereon allege, that

1 DEFENDANT THOMAS CAMPBELL directly and indirectly exercised control over the wages,
2 hours, and working conditions of PLAINTIFFS, CLASS MEMBERS AND AGGRIEVED
3 EMPLOYEES and that DEFENDANT THOMAS CAMPBELL was personally involved in, and
4 responsible for, the conduct for which PLAINTIFFS seek relief.

5 9. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANT 818
6 BRANDS LLC is, and at all times relevant hereto was, a California corporation organized and
7 existing under the laws of the State of California. PLAINTIFFS are further informed and believe,
8 and thereon allege, that DEFENDANT 818 BRANDS LLC did business in the State of California
9 under California Secretary of State file number 202035810748, including while doing business in
10 the State of California and within the County of Los Angeles.

11 10. The true names and capacities of DOES 2 through 100, inclusive, are unknown to
12 PLAINTIFFS at this time, and PLAINTIFFS therefore sue such defendants under fictitious names.
13 PLAINTIFFS are informed and believe, and thereon allege, that each DEFENDANT designated
14 as a DOE is responsible in some manner for the events and occurrences referred to herein, and
15 legally caused the injuries and damages alleged in this First Amended Complaint. PLAINTIFFS
16 will seek leave of Court to amend this First Amended Complaint to allege their true names and
17 capacities when ascertained.

18 11. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS,
19 and each of them, were joint employers of PLAINTIFFS, the CLASS MEMBERS and the
20 AGGRIEVED EMPLOYEES, in that DEFENDANTS, and each of them, employed, suffered and
21 permitted to work, and/or exercised control over the wages, hours, or working conditions of
22 PLAINTIFFS, the CLASS MEMBERS and the AGGRIEVED EMPLOYEES. Notably, 818
23 BRANDS LLC's supervisory personnel directly oversaw the daily tasks of PLAINTIFFS, CLASS
24 MEMBERS, and AGGRIEVED EMPLOYEES, including giving explicit directions on trimming
25 procedures and other work duties, while PLAINTIFFS, CLASS MEMBERS, and AGGRIEVED
26 EMPLOYEES performed work for DEFENDANTS at 818 BRANDS LLC's cannabis cultivation
27 facilities.
28

1 12. PLAINTIFFS are informed and believe, and thereon allege, that DEFENDANTS,
2 and each of them, were alter egos of each other and/or engaged in an integrated enterprise with
3 each other. PLAINTIFFS are informed and believe, and thereon allege, that at all material times
4 herein, a unity of interest and ownership existed between each of the DEFENDANTS, such that
5 any corporate individuality and separateness between them has ceased and that each of the
6 DEFENDANTS are alter egos of one another, effectively operate as a single enterprise, and/or are
7 mere instrumentalities of one another. PLAINTIFFS are further informed and believe, and thereon
8 allege, that DEFENDANTS, and each of them, was the agent, employer, servant and/or co-
9 conspirator of each of the remaining DEFENDANTS, acted within the purpose, scope and course
10 of said agency, employment, service and/or conspiracy and with the express and/or implied
11 knowledge, permission and consent of the remaining DEFENDANTS, and ratified and approved
12 the acts of the other DEFENDANTS. However, each of these allegations are deemed alternative
13 theories whenever not doing so would result in a contradiction with the other allegations.

14 13. Whenever reference is made in this First Amended Complaint to any act, deed, or
15 conduct of DEFENDANTS, the allegation means that DEFENDANTS engaged in the act, deed,
16 or conduct by or through one or more of its officers, directors, agents, employees, or
17 representatives who were actively engaged in the management, direction, control, or transaction
18 of DEFENDANTS' ordinary business and affairs. PLAINTIFFS are informed and believe, and
19 thereon allege, that each act or omission of DEFENDANTS alleged herein was authorized, ratified
20 or directed by DEFENDANTS' officers, directors or managing agents.

21 **CLASS ACTION ALLEGATIONS**

22 14. This action is appropriately suited for a Class Action because:
23 a. The potential class is a significant number, and joinder of all current and
24 former drivers individually would be impractical.
25 b. This action involves common questions of law and fact to the potential class
26 because the action focuses on the DEFENDANTS' systemic policies, practices and procedures of
27 violating California Labor Code, IWC Wage Orders, and the California Business and Professions
28 Code which prohibits unfair business practices arising from such violations.

1 15. The claims of the PLAINTIFFS are typical of the class because DEFENDANTS
2 subjected PLAINTIFFS and all of the CLASS MEMBERS to the identical violations of
3 California's wage and hour laws and regulations and related laws as a result of DEFENDANTS'
4 systemic policies, practices and procedures relating to the payment of its trimmers in California.

5 16. PLAINTIFFS are able to fairly and adequately protect the interests of all CLASS
6 MEMBERS because it is in PLAINTIFFS' best interests to prosecute the claims alleged herein to
7 obtain full compensation due for all services rendered and hours worked.

8 **FIRST CAUSE OF ACTION**

9 **Failure to Pay Minimum Wages**

10 **In Violation of Cal. Labor Code §§ 1182.12, 1197, 1198; IWC Wage Order No. 4-2001, § 4**

11 **(Against all DEFENDANTS)**

12 17. PLAINTIFFS incorporate all facts alleged in the preceding paragraphs, which are
13 consistent with this cause of action, as if fully set forth herein.

14 18. Pursuant to California Labor Code §§ 1182.12, 1197, 1198 and IWC Wage Order
15 No. 4-2001, § 4, California has fixed minimum wage rates, has required employers in California
16 to pay their employees no less than the minimum for all hours worked in the payroll period, has
17 provided that minimum wages for employees fixed by the IWC or by state law, is the minimum
18 wage to be paid to employees, and that payment of a lower wage than the minimum so fixed is
19 unlawful.

20 19. PLAINTIFFS and CLASS MEMBERS are current and former non-exempt
21 employees entitled to the protections of California Labor Code §§ 1182.12, 1197, 1198 and IWC
22 Wage Order No. 4-2001, § 4. During the CLASS PERIOD, DEFENDANTS failed to pay
23 PLAINTIFFS and CLASS MEMBERS minimum wages for all hours worked by, among other
24 things: requiring, permitting or suffering PLAINTIFFS and CLASS MEMBERS to work off the
25 clock; requiring, permitting or suffering PLAINTIFFS and CLASS MEMBERS to work through
26 meal periods and rest periods but not counting that time as time worked; illegally and inaccurately
27 recording time during which PLAINTIFFS and CLASS MEMBERS worked; failing to properly
28 maintain PLAINTIFFS and CLASS MEMBERS' records; failing to provide accurate itemized

1 wage statements to PLAINTIFFS and CLASS MEMBERS for each pay period; and other methods
2 to be discovered.

3 20. In violation of California law, DEFENDANTS have knowingly and willfully
4 refused to perform their obligations to compensate PLAINTIFFS and CLASS MEMBERS for all
5 wages earned and all hours worked. As a proximate result, PLAINTIFFS and CLASS MEMBERS
6 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
7 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
8 DEFENDANTS to fully perform their obligations under state law, all to their respective detriment
9 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

10 21. DEFENDANTS' conduct described herein violates California Labor Code §§
11 1182.12, 1197, 1198 and IWC Wage Order No. 4-2001, § 4. As a proximate result of the
12 aforementioned violations, PLAINTIFFS and CLASS MEMBERS have been damaged in an
13 amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 201, 202,
14 203, 204, 558, 558.1, 1194, 1194.2, 1197.1, 1198 and other applicable provisions under the Labor
15 Code and IWC Wage Orders, PLAINTIFFS and CLASS MEMBERS are entitled to recover the
16 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
17 expenses, and costs of suit.

18 **SECOND CAUSE OF ACTION**

19 **Failure to Pay Overtime Wages**

20 **In Violation of Cal. Labor Code §§ 510, 1198; IWC Wage Order No. 4-2001, § 3**

21 **(Against all DEFENDANTS)**

22 22. PLAINTIFFS incorporate all facts alleged in the preceding paragraphs, which are
23 consistent with this cause of action, as if fully set forth herein.

24 23. Pursuant to California Labor Code §§ 510, 1198 and IWC Wage Order No. 4-2001,
25 § 3, or other applicable IWC Wage Orders, California has required employers to pay their
26 employees at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess
27 of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the
28 seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours

1 in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive
2 day of work in any workweek.

3 24. PLAINTIFFS and CLASS MEMBERS are current and former non-exempt
4 employees entitled to the protections of California Labor Code §§ 510, 1198 and IWC Wage Order
5 No. 4-2001, § 3, or other applicable IWC Wage Orders. During the CLASS PERIOD,
6 DEFENDANTS failed to compensate PLAINTIFFS and CLASS MEMBERS for all overtime
7 hours worked as required under the foregoing provisions of the California Labor Code and IWC
8 Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) or double
9 the regular rate of pay; requiring, permitting or suffering PLAINTIFFS and CLASS MEMBERS
10 to work off the clock; requiring, permitting or suffering PLAINTIFFS and CLASS MEMBERS to
11 work through meal and rest periods; illegally and inaccurately recording time in which
12 PLAINTIFFS and CLASS MEMBERS worked; failing to properly maintain PLAINTIFFS' and
13 CLASS MEMBERS' records; failing to provide accurate itemized wage statements to
14 PLAINTIFFS and CLASS MEMBERS for each pay period; and by other methods to be
15 discovered.

16 25. In violation of California law, DEFENDANTS have knowingly and willfully
17 refused to perform their obligations to compensate PLAINTIFFS and CLASS MEMBERS for all
18 wages earned and all hours worked. As a proximate result, PLAINTIFFS and CLASS MEMBERS
19 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
20 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
21 DEFENDANTS to fully perform their obligations under state law, all to their respective detriment
22 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

23 26. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
24 1198 and IWC Wage Order No. 4-2001, § 3, or other applicable IWC Wage Orders. Therefore,
25 pursuant to California Labor Code §§ 200, 201, 202, 203, 204, 226, 500, 510, 558, 558.1, 1194,
26 1197.1, 1198 and other and other applicable provisions under the California Labor Code and IWC
27 Wage Orders, PLAINTIFFS and CLASS MEMBERS are entitled to recover the unpaid balance of
28

wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

THIRD CAUSE OF ACTION

Failure to Provide Required Meal Periods

In Violation of Cal. Labor Code §§ 226.7, 512, 1198; IWC Wage Order No. 4-2001, §11

(Against all DEFENDANTS)

27. PLAINTIFFS incorporate all facts alleged in the preceding paragraphs, which are consistent with this cause of action, as if fully set forth herein.

28. Pursuant to California Labor Code §§ 226.7, 512, 1198 and IWC Wage Order No. 4-2001, § 11, or other applicable IWC Wage Orders, California has prohibited employers from employing person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. California has also prohibited employers from employing person for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. California has also required that unless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. Moreover, if an employer fails to provide an employee a meal period in accordance with the applicable provisions of the relevant IWC Wage Order, then the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

29. PLAINTIFFS and CLASS MEMBERS are current and former non-exempt employees entitled to the protections of California Labor Code §§ 226.7, 510, 512, 1194, 1197, 1198 and IWC Wage Order No. 4-2001, § 11, or other applicable IWC Wage Orders. During the CLASS PERIOD, DEFENDANTS failed to provide PLAINTIFFS and CLASS MEMBERS meal periods, or to pay one (1) additional hour of compensation at PLAINTIFFS and CLASS

MEMBERS' regular rates of compensation for each workday that a meal period was not provided, as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: requiring, permitting or suffering PLAINTIFFS and CLASS MEMBERS to work past five (5) hours from the starts of their shifts before starting a meal period; requiring, permitting or suffering PLAINTIFFS and CLASS MEMBERS to work past ten (10) hours from the starts of their shifts before starting a second meal period; requiring, permitting or suffering PLAINTIFFS and CLASS MEMBERS to take meal periods of less than 30 minutes or that were otherwise not duty-free inasmuch as DEFENDANTS failed to relieve PLAINTIFFS and CLASS MEMBERS of all of their duties or maintained control over them during that time; failing to count all times that DEFENDANTS failed to provide PLAINTIFFS and CLASS MEMBERS duty-free 30-minute meal periods as time worked for the purposes of minimum wage and overtime wage payments; failing to pay PLAINTIFFS and CLASS MEMBERS one (1) hour of pay at their regular rates of compensation for each workday that the meal period was not provided; and by other methods to be discovered.

30. In violation of California law, DEFENDANTS have knowingly and willfully refused to perform their obligations to provide meal breaks to PLAINTIFFS and CLASS MEMBERS and otherwise compensate them for all wages earned and all hours worked. As a proximate result, PLAINTIFFS and CLASS MEMBERS have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations under state law, all to their respective detriment in amounts according to proof at time of trial, and within the jurisdiction of this Court.

31. DEFENDANTS' conduct described herein violates California Labor Code §§ 226.7, 510, 512, 1194, 1197, 1198 and IWC Wage Order No. 4-2001, § 11, or other applicable IWC Wage Orders. Therefore, pursuant to California Labor Code §§ 200, 201, 202, 203, 204, 226.7(c), 500, 510, 558, 558.1, 1194, 1194.2, 1197.1, 1198 and other applicable provisions under the California Labor Code and IWC Wage Orders, PLAINTIFFS and CLASS MEMBERS are

entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

FOURTH CAUSE OF ACTION

Failure to Provide Required Rest Periods

In Violation of Cal. Labor Code §§ 226.7, 1198; IWC Wage Order No. 4-2001, § 12

(Against all DEFENDANTS)

32. PLAINTIFFS incorporate all facts alleged in the preceding paragraphs, which are consistent with this cause of action, as if fully set forth herein.

33. Pursuant to California Labor Code §§ 226.7, 1198, and IWC Wage Order No. 4-2001, § 12, or other applicable Wage Orders, California has required that employers shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period, that the authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof, that a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours, and that authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages. California has also required that if an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

34. PLAINTIFFS and CLASS MEMBERS are current and former non-exempt employees entitled to the protections of California Labor Code §§ 226.7, 1198, and IWC Wage Order No. 4-2001, § 12, or other applicable IWC Wage Orders. During the CLASS PERIOD, DEFENDANTS failed to provide PLAINTIFFS and CLASS MEMBERS rest periods, or to pay one (1) additional hour of compensation at PLAINTIFFS and CLASS MEMBERS' regular rates of compensation for each workday that a rest period was not provided, as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: requiring, permitting or suffering PLAINTIFFS and CLASS MEMBERS to work past three and one-half (3 1/2) hours from the starts of their shifts without authorizing and permitting them to

1 take a timely and fully uninterrupted first rest period; requiring, permitting or suffering
2 PLAINTIFFS and CLASS MEMBERS to work past three and six (6) hours from the starts of their
3 shifts without authorizing and permitting them to take a timely and fully uninterrupted second rest
4 period; requiring, permitting or suffering PLAINTIFFS and CLASS MEMBERS to work past
5 three and ten (10) hours from the starts of their shifts without authorizing and permitting them to
6 take a timely and fully uninterrupted second rest period; requiring, permitting or suffering
7 PLAINTIFFS and CLASS MEMBERS to take rest periods of less than 10 minutes or that were
8 otherwise not duty-free inasmuch as DEFENDANTS failed to relieve PLAINTIFFS and CLASS
9 MEMBERS of all of their duties or maintained control over them during that time; failing to pay
10 PLAINTIFFS and CLASS MEMBERS one (1) hour of pay at their regular rates of compensation
11 for each workday that the rest period was not provided; and by other methods to be discovered.

12 35. In violation of California law, DEFENDANTS have knowingly and willfully
13 refused to perform their obligations to compensate PLAINTIFFS and CLASS MEMBERS for all
14 wages earned and all hours worked. As a proximate result, PLAINTIFFS and CLASS MEMBERS
15 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
16 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
17 DEFENDANTS to fully perform their obligations under state law, all to their respective detriment
18 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

19 36. DEFENDANTS' conduct described herein violates California Labor Code §§
20 226.7, 1198, and IWC Wage Order No. 4-2001, § 12, or other applicable IWC Wage Orders.
21 Therefore, pursuant to California Labor Code §§ 200, 201, 202, 203, 204, 226.7(c), 558, 558.1,
22 1194, 1194.2, 1197.1, 1198 and other applicable provisions under the California Labor Code and
23 IWC Wage Orders, PLAINTIFFS and CLASS MEMBERS are entitled to recover the unpaid
24 balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees,
25 expenses, and costs of suit.

1 **FIFTH CAUSE OF ACTION**

2 **Failure to Reimburse Business Expenses**

3 **In Violation of Cal. Labor Code § 2802(a), 1198; IWC Wage Order No. 4-2001, § 9**

4 **(Against all DEFENDANTS)**

5 37. PLAINTIFFS incorporate all facts alleged in the preceding paragraphs, which are
6 consistent with this cause of action, as if fully set forth herein.

7 38. Pursuant to California Labor Code §§ 2802(a), 1198, and IWC Wage Order No. 4-
8 2001, § 9, or other applicable IWC Wage Orders, California requires that employers indemnify
9 employees for all necessary expenditures or losses incurred by an employee in direct consequence
10 of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

11 39. PLAINTIFFS and CLASS MEMBERS are current and former non-exempt
12 employees entitled to the protections of California Labor Code §§ 2802(a), 1198, and IWC Wage
13 Order No. 4-2001, § 9, or other applicable IWC Wage Orders. During the CLASS PERIOD,
14 DEFENDANTS knowingly and willfully failed to indemnify PLAINTIFFS and CLASS
15 MEMBERS for all business expenses and/or losses incurred in direct consequence of the discharge
16 of their duties while working under the direction of DEFENDANTS including, but not limited to,
17 by failing to reimburse PLAINTIFFS and CLASS MEMBERS for expenses they incurred in direct
18 consequence of the discharge of their duties while working under the direction of Employers,
19 including but not limited to expenses for trimming scissors and other employment-related
20 expenses.

21 40. In violation of California law, DEFENDANTS have knowingly and willfully
22 refused to perform their obligations to indemnify PLAINTIFFS and CLASS MEMBERS for all
23 monies they expended in necessary expenditures or losses incurred. As a proximate result,
24 PLAINTIFFS and CLASS MEMBERS have suffered, and continue to suffer, substantial losses
25 related to the use and enjoyment of such unreimbursed monies, and expenses and attorneys' fees
26 in seeking to compel DEFENDANTS to fully perform their obligations under state law, all to their
27 respective detriment in amounts according to proof at time of trial, and within the jurisdiction of
28 this Court.

41. DEFENDANTS' conduct described herein violates California Labor Code § 2802(a) 1198, and IWC Wage Order No. 4-2001, § 9, or other applicable IWC Wage Orders. Therefore, pursuant to California Labor Code §§ 2802(b), 2802(c), 2802(d), 1198 and other applicable provisions under the California Labor Code and IWC Wage Orders, PLAINTIFFS and CLASS MEMBERS are entitled to recover the unreimbursed amounts owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

SIXTH CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage Statements

In Violation of Cal. Labor Code §§ 226(a), 226(e)(2)(B), 1198; IWC Wage Order

No. 4-2001, § 7

(Against all DEFENDANTS)

42. PLAINTIFFS incorporate all facts alleged in the preceding paragraphs, which are consistent with this cause of action, as if fully set forth herein.

43. Pursuant to California Labor Code §§ 226(a), 226(e)(2)(B), 1198, and IWC Wage Order No. 4-2001, § 7, or other applicable IWC Wage Orders, California has required that employers semimonthly or at the time of each payment of wages furnish each of its employees an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the 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 the employee. California law has stated that an employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items of the foregoing nine (9) enumerated items and the employee cannot promptly and easily determine from the wage statement alone, *inter alia*, the amount of the gross wages or net wages paid to the employee during

the pay period or any of the other information required to be provided on the itemized wage statement pursuant to enumerated items (2) to (4), inclusive, (6), and (9).

44. PLAINTIFFS and CLASS MEMBERS are current and former non-exempt employees entitled to the protections of California Labor Code §§ 226(a), 226(e)(2)(B), 1198, and IWC Wage Order No. 4-2001, § 7, or other applicable IWC Wage Orders. During the CLASS PERIOD, DEFENDANTS failed to provide PLAINTIFFS and CLASS MEMBERS accurate itemized wage statements as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: failing to provide accurate writings showing each and every one of the nine (9) enumerated items required by Labor Code § 226(a), failing to provide accurate writings enabling PLAINTIFFS and CLASS MEMBERS to promptly and easily determine from the wage statement alone their total hours worked, the number of piece-rate units earned and any applicable piece rate, all deductions, the inclusive dates for which they were paid, and/or all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; and by other methods to be discovered.

45. In violation of California law, DEFENDANTS have knowingly and willfully refused to perform their obligations to provide PLAINTIFFS and CLASS MEMBERS with timely, accurate, and itemized wage statements in accordance with California Labor Code §§ 226(a), 226(e)(2)(B), 1198, and IWC Wage Order No. 4-2001, § 7, or other applicable IWC Wage Orders. As a proximate result, PLAINTIFFS and CLASS MEMBERS have suffered, and continue to suffer, substantial losses related to the use and enjoyment of accurate itemized wage statements, and expenses and attorneys' fees in seeking to compel DEFENDANTS to fully perform their obligations under state law, all to their respective detriment in amounts according to proof at time of trial, and within the jurisdiction of this Court.

46. DEFENDANTS' conduct described herein violates California Labor Code § 226(a), 1198, and IWC Wage Order No. 4-2001, § 7, or other applicable IWC Wage Orders. Therefore, pursuant to California Labor Code §§ 226(e)(1), 226(e)(2)(B), 226(h), 1198, and IWC Wage Order No. 4-2001, § 7, or other applicable IWC Wage Orders, PLAINTIFFS and CLASS MEMBERS are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the

1 initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for
2 each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand
3 dollars (\$4,000), and are entitled to an award of costs and reasonable attorney's fees.

4 **SEVENTH CAUSE OF ACTION**

5 **Failure to Maintain Required Records**

6 **In Violation of Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 4-2001, § 7**

7 **(Against all DEFENDANTS)**

8 47. PLAINTIFFS incorporate all facts alleged in the preceding paragraphs, which are
9 consistent with this cause of action, as if fully set forth herein.

10 48. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
11 and practices to deprive PLAINTIFFS and CLASS MEMBERS of all wages earned and due,
12 DEFENDANTS knowingly and intentionally failed to maintain records as required under
13 California Labor Code §§ 226, 1174, and IWC Wage Order No. 4-2001, § 7, including but not
14 limited to the following records: total daily hours worked by each employee; applicable rates of
15 pay; the number of piece-rate units earned and any applicable piece rate; all deductions; meal
16 periods; time records showing when each employee begins and ends each work period; and
17 accurate itemized statements.

18 49. As a proximate result of DEFENDANTS' unlawful actions and omissions,
19 PLAINTIFFS and CLASS MEMBERS have been damaged in an amount according to proof at
20 trial, and are entitled to all wages earned and due, plus interest thereon. Additionally,
21 PLAINTIFFS and CLASS MEMBERS are entitled to all available statutory penalties, including
22 but not limited to civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5,
23 and an award of costs, expenses, and reasonable attorneys' fees, including but not limited to those
24 provided in California Labor Code § 226(e), as well as other available remedies.

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1 **EIGHTH CAUSE OF ACTION**

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

3 **In Violation of Cal. Labor Code § 204**

4 **(Against all DEFENDANTS)**

5 50. PLAINTIFFS incorporate all facts alleged in the preceding paragraphs, which are
6 consistent with this cause of action, as if fully set forth herein.

7 51. Pursuant to California Labor Code § 204, all wages earned by any person in any
8 employment between the 1st and the 15th days, inclusive, of any calendar month, other than those
9 wages due upon termination of an employee, are due and payable between the 16th and the 26th
10 day of the month during which the labor was performed. California Labor Code § 204 also provides
11 that all wages earned by any person in any employment between the 16th and the last day, inclusive,
12 of any calendar month, other than those wages due upon termination of an employee, are due and
13 payable between the 1st and the 10th day of the following month. In addition, California Labor
14 Code § 204 provides that all wages earned for labor in excess of the normal work period shall be
15 paid no later than the payday for the next regular payroll period.

16 52. During the relevant time period, DEFENDANTS knowingly and willfully failed to
17 pay PLAINTIFFS and CLASS MEMBERS all wages due to them including, but not limited to,
18 overtime wages, minimum wages, and meal and rest period premium wages, when due as required
19 by California Labor Code § 204.

20 53. Pursuant to California labor Code § 210, failure to pay wages of each employee as
21 provided in California Labor Code § 204 will subject DEFENDANTS to a civil penalty of: (1) one
22 hundred dollars (\$100) for each failure to pay each employee for each initial violation; and (2) two
23 hundred (\$200) for each failure to pay each employee, plus twenty-five (25%) of the amount
24 unlawfully withheld, for each subsequent period.

25 54. DEFENDANTS' conduct described herein violates California Labor Code § 204.
26 As a proximate result of the aforementioned violations, PLAINTIFFS and CLASS MEMBERS
27 have been damages in an amount according to proof at trial. Therefore, pursuant to California
28 Labor Code §§ 200, 210, 226, 558, 1194, 1197.1, and other applicable provisions under the Labor

Code and IWC Wage Orders, PLAINTIFFS and CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

NINTH CAUSE OF ACTION

Failure to Pay All Wages Owed to Employees Who Were Discharged or Quit

In Violation of Cal. Labor Code §§ 201(a), 202, 203

(Against all DEFENDANTS)

55. PLAINTIFFS incorporate all facts alleged in the preceding paragraphs, which are consistent with this cause of action, as if fully set forth herein.

56. Pursuant to California Labor Code §§ 201(a), 202, and 203, California has required that employers pay their employees all wages earned and unpaid at the time of discharge, or if an employee quits, 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, and that if an employer willfully fails to timely pay 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.

57. PLAINTIFFS and CLASS MEMBERS are current and former non-exempt employees entitled to the protections of California Labor Code §§ 201, 202 and 203. During the CLASS PERIOD, DEFENDANTS failed to timely pay PLAINTIFFS and CLASS MEMBERS all wages due at the times they were discharged or at the times they quit under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: failing to pay all earned wages to PLAINTIFFS and CLASS MEMBERS in full; failing to pay all earned wages to PLAINTIFFS and CLASS MEMBERS at the time DEFENDANT discharged them or within 72 hours of the times they quit; and by failing to pay PLAINTIFFS and CLASS MEMBERS wages as a penalty from the due date thereof at the same rate until paid; and by other methods to be discovered.

58. In violation of California law, DEFENDANTS have knowingly and willfully

1 refused to perform their obligations to provide PLAINTIFFS and CLASS MEMBERS with timely
2 and full payment of all wages earned and unpaid at the time of discharge or quitting in accordance
3 with California Labor Code §§ 201, 202, and 203. As a proximate result, PLAINTIFFS and
4 CLASS MEMBERS have suffered, and continue to suffer, substantial losses related to the use and
5 enjoyment of all final wages owed and due to them including the penalties due to them as a result
6 of DEFENDANTS' failures, and expenses and attorneys' fees in seeking to compel
7 DEFENDANTS to fully perform their obligations under state law, all to their respective detriment
8 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

9 59. DEFENDANTS' conduct described herein violates California Labor Code §§ 201,
10 202 and 203. Therefore, pursuant to California Labor Code §§ 200, 201, 202, 203, 204, 226.7(c),
11 500, 510, 558, 558.1, 1194, 1194.2, 1197.1, 1198 and other applicable provisions under the
12 California Labor Code and IWC Wage Orders, PLAINTIFFS and CLASS MEMBERS are entitled
13 to recover the unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties,
14 attorneys' fees, expenses, and costs of suit.

15 **TENTH CAUSE OF ACTION**

16 **Unfair and Unlawful Business Practices**

17 **In Violation of Cal. Business & Professions Code §§ 17200 et seq.**

18 **(Against all DEFENDANTS)**

19 60. PLAINTIFFS incorporate all facts alleged in the preceding paragraphs, which are
20 consistent with this cause of action, as if fully set forth herein.

21 61. Pursuant to California Business and Professions Code §§ 17200, *et seq.*, sometimes
22 called California's Unfair Competition Law ("UCL"), California has prohibited employers from
23 engaging in unlawful, unfair or fraudulent business acts or practices, which may include an
24 employer's violations of the California Labor Code sections which prohibit employers from
25 unlawfully withholding wages from an employee. Pursuant to § 17203, any person who engages,
26 has engaged, or proposes to engage in unfair competition may be enjoined in any court of
27 competent jurisdiction to prevent the use or employment by any person of any practice which
28 constitutes unfair competition, or as may be necessary to restore to any person in interest any

1 money or property, real or personal, which may have been acquired by means of such unfair
2 competition. Furthermore, § 17203 provides that any person may pursue representative claims or
3 relief on behalf of others only if the claimant meets the standing requirements of Section 17204
4 and complies with Section 382 of the Code of Civil Procedure.

5 62. Each and every one of DEFENDANTS' acts and omissions in violation of the
6 California Labor Code and/or the applicable IWC Wage Orders as alleged herein including, but
7 not limited to, DEFENDANTS' willful failure and refusal to pay minimum wages,
8 DEFENDANTS' willful failure and refusal to pay overtime wages, DEFENDANTS' willful
9 failure and refusal to provide meal periods or pay wages in lieu thereof, DEFENDANTS' willful
10 failure and refusal to provide rest periods or pay wages in lieu thereof, DEFENDANTS' willful
11 failure and refusal to indemnify for necessary business expenses, DEFENDANTS' willful failure
12 and refusal to furnish accurate itemized wage statements, DEFENDANTS' willful failure and
13 refusal to maintain required records, DEFENDANTS' willful failure and refusal to timely pay all
14 wages during employment, and DEFENDANTS' willful failure and refusal to timely pay all wages
15 due at time of discharge or quitting, constitutes an unfair and unlawful business practice under
16 California Business and Professions Code §§ 17200 *et seq.*

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18 63. DEFENDANTS' violations of California wage and hour laws constitute a business
19 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
20 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFFS, CLASS
21 MEMBERS and members of the general public. DEFENDANTS have avoided payment of wages,
22 reimbursement of expenses, meal periods, rest periods, and other benefits as required by the
23 California Labor Code, the California Code of Regulations, and the applicable IWC Wage Orders.
24 Further, DEFENDANTS have failed to record, report, and pay the correct sums of assessment to
25 the state authorities under the California Labor Code and other applicable regulations.

26 64. As a result of DEFENDANTS' unfair and unlawful business practices,
27 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
28 of PLAINTIFFS, CLASS MEMBERS, and members of the general public. DEFENDANTS

1 should be made to disgorge their ill-gotten gains and to restore them to PLAINTIFFS and CLASS
2 MEMBERS.

3 65. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFFS and
4 CLASS MEMBERS to preliminary and permanent injunctive relief including, but not limited to,
5 orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFFS and CLASS
6 MEMBERS the wages and other compensation unlawfully withheld from them. PLAINTIFFS
7 and CLASS MEMBERS are entitled to restitution of all monies to be disgorged from
8 DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
9 jurisdiction of this Court.

10 **ELEVENTH CAUSE OF ACTION**

11 **Civil Penalties Pursuant to the Private Attorneys General Act of 2004**

12 **Cal. Labor Code §§ 2698 et seq.**

13 **(Against DEFENDANTS 818 BRANDS LLC and OFFSHORE GREENZ, INC.)**

14 66. PLAINTIFFS incorporate all facts alleged in the preceding paragraphs, which are
15 consistent with this cause of action, as if fully set forth herein.

16 67. Pursuant to California Labor Code §§ 2698 *et. seq.*, also known as the California
17 Private Attorneys General Act of 2004 ("PAGA"), PLAINTIFF KNIGHT seeks to recover civil
18 penalties, including but not limited to penalties under California Labor Code §§ 2699, 210, 226.3,
19 558, 1174.5, 1197.1, and IWC Wage Order No. 4-2001, § 20, from DEFENDANTS in a
20 representative action on behalf of AGGRIEVED EMPLOYEES for the violations set forth above,
21 including but not limited to violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7,
22 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, and 2802. These penalties are in addition to any other
23 relief available under the Labor Code.

24 68. PLAINTIFF KNIGHT is an "aggrieved employee" within the meaning of
25 California Labor Code § 2699(c), and a proper representative to bring a civil action on behalf of
26 himself and other current and former employees of DEFENDANTS pursuant to the procedures
27 specified in California Labor Code § 2699.3, because PLAINTIFF KNIGHT and AGGRIEVED
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EMPLOYEES were employed by DEFENDANTS and the alleged violations of the California Labor Code were committed against PLAINTIFF KNIGHT and AGGRIEVED EMPLOYEES.

69. PLAINTIFF KNIGHT is also entitled to an award of reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1).

70. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF KNIGHT gave written notice on April 27, 2023, by online filing to the California Labor and Workforce Development Agency ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the California Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories to support the alleged violations. PLAINTIFFS are informed and believe and thereon allege that more than sixty-five (65) days have passed and the LWDA has not provided notice to PLAINTIFF KNIGHT that it intends to investigate the alleged violations. Accordingly, PLAINTIFF KNIGHT has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

71. As a result, and pursuant to PAGA, California Labor Code §§ 2698, *et seq.*, PLAINTIFF KNIGHT, as a matter of right, amends his complaint to seek an order for PAGA civil penalties under the aforementioned provisions of the California Labor Code and IWC Wage Orders, in a representative action for the violations set forth above as well as any and other provisions that may be brought upon the allegations in this complaint.¹ PLAINTIFF KNIGHT shall also seek an award of reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(g)(1).

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS, individually and on behalf of all other persons similarly situated, respectfully pray for relief against DEFENDANTS, and each of them, jointly and severally, as follows:

1. For compensatory damages in an amount to be ascertained at trial, including special

¹ As of the filing date of this First Amended Complaint, Defendants have not filed any answer, demurrer or motion to strike. Accordingly, Plaintiffs respectfully amend the pleading without need for leave of court, pursuant to Cal. Code Civ. Proc. § 472.

- 1 damages, against all Defendants, jointly and severally, in excess of \$50,000,000.00.
- 2 2. For punitive damages all Defendants, jointly and severally, in excess of
- 3 \$100,000,000.00.
- 4 3. For meal period and rest period premium wage compensation pursuant to California
- 5 Labor Code § 226.7 and IWC Wage Order No. 4-2001, or other applicable IWC Wage
- 6 Orders;
- 7 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 8 5. For actual and/or statutory damages and/or penalties according to proof, including but
- 9 not limited to, all penalties authorized by the California Labor Code §§ 203 and 226(e);
- 10 6. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code
- 11 §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and 3336 and/or any other
- 12 applicable provision providing for pre-judgment interest;
- 13 7. For statutory and civil penalties according to proof, including but not limited to all
- 14 penalties authorized by California Labor Code §§ 226(e);
- 15 8. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194,
- 16 2802, California Civil Code § 1021.5, and/or any other applicable provisions providing
- 17 for attorneys' fees and costs;
- 18 9. For an accounting of all monies due to PLAINTIFFS and CLASS MEMBERS arising
- 19 from DEFENDANTS' unfair and unlawful business practices;
- 20 10. For restitution of all monies due to PLAINTIFFS and CLASS MEMBERS, as well as
- 21 disgorged profits arising from DEFENDANTS' unfair and unlawful business practices;
- 22 11. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
- 23 violating the relevant provisions of the California Labor Code and the IWC Wager
- 24 Orders, and from engaging in the unlawful business practices complained of herein;
- 25 12. For declaratory relief;
- 26 13. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
- 27 Seventh, Eighth, Ninth, and Tenth Causes of Action as a class action;
- 28

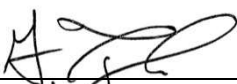
1 14. For an order appointing PLAINTIFFS as class representatives and PLAINTIFFS'
2 counsel as class counsel;

3 15. For all PAGA civil penalties and other recoveries according to proof including, but not
4 limited to, the amount of any and all civil penalties or other amounts authorized by
5 California Labor Code §§ 226, 226.3, 558, 1174.5, 1197.1, and 2699, and IWC Wage
6 Order No. 4-2001, §§ 11 and 12 or other applicable IWC Wage Orders or any other
7 applicable civil penalty provisions authorized under California law; and

8 16. For such further relief that the Court may deem just and proper.
9

10 Dated: August 29, 2023

11 Respectfully submitted,
12 THE KICK LAW FIRM, APC

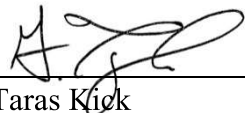
13 By: 
14 Taras Kick
15 Greg Taylor
16 Attorneys for Plaintiffs
17 Joanne Bartel and Robert Knight
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DEMAND FOR JURY TRIAL

PLAINTIFFS hereby demand a jury trial with respect to all issues triable of right by jury.

Dated: August 29, 2023

Respectfully submitted,
THE KICK LAW FIRM, APC

By: 
Taras Kick
Greg Taylor
Attorneys for Plaintiffs Joanne Bartel and
Robert Knight

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, State of California, and not a party to the above-entitled cause. My business address is The Kick Law Firm, APC, 815 Moraga Drive, Los Angeles, CA 90049.

On the below executed date, I served the document(s) described as:

**FIRST AMENDED CLASS AND PAGA REPRESENTATIVE ACTION
COMPLAINT**

on the following interested parties in this action by sending a true copy thereof to interested parties as follows:

Bernard Jasper, Esq.
bjasper@lhlawpc.com
LOCKETT & HORWITZ, PC
2 South Pointe Drive Suite 275
Lake Forest, CA 92630

Tim Hanigan, Esq.
trhanigan@gmail.com
Attorneys for Defendant 818 BRANDS, LLC

X **BY E-SERVICE.** I caused the documents to be electronically transmitted to Case Anywhere, an electronic filing and service provider, at www.caseanywhere.com pursuant to the Court's Electronic Case Management Order governing the matter. The transmission was either reported as being sent, complete and without error, or I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful, to the addressees as stated above.

On the below executed date, I also served the aforementioned document on the following interested parties in this action by sending a true copy thereof to interested parties as follows:

Keith F. Elder
THE LAW OFFICES OF KEITH F. ELDER
21550 Oxnard St Ste 630
Woodland Hills, CA 91367
Agent for Service for Defendant Offshore Greenz, Inc.

X **BY MAIL.** I transmitted the documents for collection and mailing, following our ordinary business practices. I am readily familiar with this firm's practice for collecting and processing correspondence for mailing. Within 24 hours that correspondence is transmitted for collection and mailing, it is deposited in the ordinary course of business with the USPS, in a sealed envelope with postage fully prepaid.

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

3 Executed on August 29, 2023.

4 /s/ Greg Taylor
5 Greg Taylor
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