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MARIA GUADELUPE YANEZ GONZALEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF MONTEREY

MARIA GUADELUPE YANEZ
GONZALEZ, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

BLISS SOLUTIONS, LLC; KING CITY
DBW, LLC dba VERTIS and DOES 1-10,
inclusive,

Defendants.

Case No. 23CV001547

Class Action

SECOND AMENDED COMPLAINT

1. Failure to Provide Duty Free Meal Periods
2. Failure to Pay Minimum Wages
3. Failure to Pay Wages for Rest Period Time
4. Failure to Pay Overtime Wages
5. Failure to Reimburse for Business Expenses
6. Unfair Competition
7. Failure to Provide Accurate Wage Statements
8. Failure to Provide Complete Wage Statements
9. Failure to Pay All Wages Owed Upon Termination
10. Civil Penalties Under PAGA

DEMAND FOR JURY TRIAL

Plaintiff Maria Guadalupe Yanez Gonzalez ("Plaintiff"), on behalf of herself and all others
similarly situated, complains and alleges as follows:

INTRODUCTION

1. This class action and representative action lawsuit arises out of the failure of defendants
Bliss Solutions, LLC ("Bliss") and KING CITY DBW, LLC dba VERTIS ("Vertis") to comply with

1 various labor laws with respect to non-exempt employees who engage in the processing of cannabis
2 ("Cannabis Employees"). Defendants fail to provide Cannabis Employees duty free meal periods of
3 30 minutes because Cannabis Employees are not allowed to leave the workplace during their meal
4 periods and/or during their 30 minute meal periods Cannabis Employees are required to go through
5 security screenings before being allowed to leave the room where they process cannabis. As a result of
6 not providing Cannabis Employees with duty free meal periods, Defendants fail to pay Cannabis
7 Employees wages owed for the entirety of their meal period time (all of which constitutes compensable
8 "hours worked") and Defendants fail to pay Cannabis Employees premium wages owed for not
9 providing legally compliant meal periods. Defendants also fail to pay Cannabis Employees wages for
10 the time required to go through security screenings prior to entering the workplace before work shifts
11 begin and before being allowed to leave the workplace after work shifts end. Defendants also fail to
12 pay Cannabis Employees, who are paid piece rate wages, for their rest period time in accordance with
13 Labor Code Section 226.2. As a result of not paying Cannabis Employees wages for their meal period
14 time and/or for the time required to go through security screenings, Defendants also fail to pay
15 Cannabis Employees all the overtime wages owed to them. As a result of the foregoing labor law
16 violations, Defendants fail to provide Cannabis Employees with accurate itemized wage statements
17 and Defendants fail to pay Cannabis Employees all the wages owed to them at the time their
18 employment ends. Defendant Bliss, who is a farm labor contractor, also fails to provide Cannabis
19 Employees with wage statements stating the name and address of the entity that secured the services of
20 Bliss. Defendants also fail to reimburse Cannabis Employees for the cost of shears they need to
21 perform their jobs. On behalf of herself and other class members defined in paragraph 9, Plaintiff
22 seeks all damages, restitution, and penalties to which she and similarly situated employees are entitled
23 to for Defendants' violations of the law, which also constitute unfair business practices in violation of
24 Business and Professions Code Section 17200. On behalf of herself and other aggrieved employees
25 defined in paragraph 75, Plaintiff also seeks civil penalties under the Private Attorneys General Act
26 ("PAGA"), Labor Code Section 2698 et seq., based on all of the Labor Code violations allegedly
27 committed by Defendants.

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1 before being allowed to exit the parking area. During her employment, Plaintiff was not paid wages
2 for any of the time she had to spend going through security screening before her work shift started or
3 after her work shift ended. During her employment, Plaintiff occasionally worked overtime hours. As
4 a result of Defendants' failure to pay Plaintiff all the wages owed to her for her meal period time and
5 the time she had to spend going through security screenings before her work shift started and after her
6 work shift ended, Defendants thus failed to pay Plaintiff all the overtime wages owed to her. Attached
7 as Exhibit 1 are copies of the wage statements provided to Plaintiff on pay dates between September 9,
8 2022 and December 19, 2022. These wage statements reflect that, during her employment: a) Plaintiff
9 was paid on a pay date nine days after the pay period ended; b) the wage statements described the
10 totality of her pay as a "Commission;" c) the "Pay Period" section of the wage statements state that the
11 "Total Hours" Plaintiff worked during the pay period was "0.00" hours; d) the wage statements did not
12 state an hourly rate of pay until October 21, 2022; e) the wage statements did not state a piece rate until
13 December 2, 2022; f) the wage statements did not state the total number of hours worked during the
14 pay period; g) the wage statements did not reflect payment of premium wages for meal period
15 violations; h) the wage statements did not reflect payment of wages for the time Plaintiff had to spend
16 going through security screenings before her work shift started or after her work shift ended; i) the
17 wage statements do not reflect payment of any wages at overtime rates of pay; j) the wage statements
18 did not reflect payment of wages to Plaintiff for rest period time in accordance with Labor Code
19 Section 226.2; and k) the wage statements did not indicate the name and address of the legal entity that
20 secured the farm labor contractor services of Bliss. During her employment with Defendants, Plaintiff
21 needed to use shears to perform her processing work. Because Defendants did not provide Plaintiff
22 with any shears she had to buy them at her own expense and Defendants failed to reimburse her for the
23 cost of buying the shears she needed to perform her job.

24 **B. Defendants**

25 5. At all relevant times, Bliss has been a limited liability company organized under the law
26 of the State of California with a principal place of business in Santa Cruz, California. Bliss is a farm
27 labor contractor who provides workers to growers of cannabis to process cannabis. By virtue of
28 exercising control over their wages, hours and/or working conditions, Bliss was an employer of

1 Plaintiff and other similarly situated employees at the time Bliss breached its legal obligations to them
2 as described herein, and Bliss continues to breach legal obligations owed to similarly situated
3 employees currently employed by Bliss.

4 6. At all relevant times, Vertis has been a limited liability company organized under the
5 law of the State of California with a principal place of business in King City, California. Vertis is a
6 grower of cannabis and engages farm labor contractors to process cannabis grown by Vertis. By virtue
7 of exercising control over their wages, hours and/or working conditions, Vertis was an employer of
8 Plaintiff and other similarly situated employees at the time Vertis breached its legal obligations to them
9 as described herein, and Vertis continues to breach legal obligations owed to similarly situated
10 employees currently employed by Vertis.

11 7. Plaintiff is ignorant of the true name, capacity, relationship and extent of participation in
12 the conduct herein alleged, of the Defendants sued herein as DOES 1 through 10, but is informed and
13 believes and thereon alleges that said Defendants are legally responsible for the wrongful conduct
14 alleged herein and therefore sues these Defendants by such fictitious names. Plaintiff will amend this
15 complaint to allege the true names and capacities of the DOE Defendants when ascertained.

16 8. Plaintiff is informed and believes and thereon alleges that Bliss and Vertis were joint
17 employers of employees provided by Bliss to process cannabis grown by Vertis; each Defendant acted
18 in all respects pertinent to this action as the agent of the other Defendant; each Defendant carried out a
19 joint scheme, business plan or policy in all respects pertinent hereto; and the acts of each Defendant are
20 legally attributable to the other Defendants.

21 **CLASS ACTION ALLEGATIONS**

22 9. Plaintiff brings her class action claims on behalf of herself and all other similarly
23 situated employees (collectively the "Class") as a class action pursuant to Section 382 of the Code of
24 Civil Procedure. The members of the Class belong to the Bliss Cannabis Employees Class, Vertis
25 Cannabis Employees Class, Bliss Restitution Class, Vertis Restitution Class, Bliss Wage Statement
26 Class, Vertis Wage Statement Class, Bliss Final Wages Class and Vertis Final Wage Class, which are
27 defined as follows:
28

1 **Bliss Cannabis Employees Class:** All persons who, at any time since the date three years
2 before the filing of the complaint in this action, worked for Bliss in California as non-exempt
3 employees engaged in the processing of cannabis.

4 **Vertis Cannabis Employees Class:** All persons who, at any time since the date three years
5 before the filing of the complaint in this action, worked for Vertis (whether employed directly by Vertis
6 or jointly by Vertis and a farm labor contractor) in California as non-exempt employees engaged in the
7 processing of cannabis grown by Vertis.

8 **Bliss Restitution Class:** All persons who, at any time since the date four years before the filing
9 of the complaint in this action, worked for Bliss in California as non-exempt employees engaged in the
10 processing of cannabis.

11 **Vertis Restitution Class:** All persons who, at any time since the date four years before the
12 filing of the complaint in this action, worked for Vertis (whether employed directly by Vertis or jointly
13 by Vertis and a farm labor contractor) in California as non-exempt employees engaged in the
14 processing of cannabis grown by Vertis.

15 **Bliss Wage Statement Class:** All persons who, at any time since the date one year before the
16 filing of the complaint in this action, worked for Bliss in California as non-exempt employees
17 engaged in the processing of cannabis.

18 **Vertis Wage Statement Class:** All persons who, at any time since the date one year before the
19 filing of the complaint in this action, worked for Vertis (whether employed directly by Vertis or
20 jointly by Vertis and a farm labor contractor) in California as non-exempt employees engaged
21 in the processing of cannabis grown by Vertis.

22 **Bliss Final Wages Class:** All persons who worked for Bliss in California as non-exempt
23 employees engaged in the processing of cannabis whose employment ended (whether by
24 discharge, resignation, or layoff at the end of seasonal employment) at any time since the date
25 three years before the filing of the complaint in this action.

26 **Vertis Final Wages Class:** All persons who worked for Vertis (whether employed directly by
27 Vertis or jointly by Vertis and a farm labor contractor) in California as non-exempt employees
28 engaged in the processing of cannabis grown by Vertis whose employment ended (whether by

1 discharge, resignation, or layoff at the end of seasonal employment) at any time since the date
2 three years before the filing of the complaint in this action.

3 10. This action has been brought and may be maintained as a class action pursuant to Code of
4 Civil Procedure Section 382 because there is a well-defined community of interests among many
5 persons who comprise a readily ascertainable class:

6 a. The Class members are so numerous that the individual joinder of all of them as
7 named plaintiffs is impracticable. While the exact number of Class members is
8 unknown to Plaintiff at this time, Plaintiff is informed and believes and thereon
9 allege that there are not less than 25 members in the Bliss Cannabis Employees
10 Class, not less than 25 members in the Vertis Cannabis Employees Class, not less
11 than 25 members in the Bliss Restitution Class, not less than 25 members in the
12 Vertis Restitution Class, not less than 25 members in the Bliss Wage Statement
13 Class, not less than 25 members in the Vertis Wage Statement Class, not less than
14 25 members in the Bliss Final Wages Class, and not less than 25 members in the
15 Bliss Final Wages Class.

16 b. Common questions of law and fact exist as to members of the Class and
17 predominate over any questions that affect only individual members of the Class.
18 These common questions include, but are not limited to:

19 (1) Did Defendants have a policy or practice of not providing Cannabis
20 Employees with meal periods that were duty free for 30 minutes?

21 (2) Did Defendants have a policy or practice of not paying Cannabis
22 Employees wages for meal period time owed as a result of meal periods not being
23 duty free for 30 minutes?

24 (3) Did Defendants have a policy or practice of not paying Cannabis
25 Employees premium wages owed as a result of meal periods not being duty free
26 for 30 minutes?

27 (4) Did Defendants have a policy or practice of not paying Cannabis
28 Employees wages for the time they were required to go through security

1 screenings before their work shifts started and/or after their work shifts ended?

2 (5) Did Defendants have a policy or practice of not paying Cannabis
3 employees all the overtime wages owed for overtime hours worked during a
4 workweek?

5 (6) Did Defendants have a policy or practice of not paying Cannabis
6 employees all the wages owed to them for rest period time?

7 (7) Did Defendants have a policy or practice of not reimbursing Cannabis
8 Employees for all their work-related business expenses?

9 (8) Did Defendants have a policy or practice of not providing Piece Rate
10 Employees with accurate or legally compliant wage statements?

11 (9) Did Defendants have a policy or practice of not paying all wages earned to
12 Cannabis Employees whose employment ended?

13 c. Plaintiff is a member of the Bliss Cannabis Employees Class, Vertis Cannabis
14 Employees Class, Bliss Restitution Class, Vertis Restitution Class, Bliss Wage
15 Statement Class, Vertis Wage Statement Class, Bliss Final Wages Class and Vertis
16 Final Wage Class, and the claims of Plaintiff are typical of the claims of the other
17 class members that Plaintiff seeks to represent. During her employment with
18 Defendants Plaintiff was subjected to the same unlawful practices that other
19 Cannabis Employees were subjected to when they worked for Defendants.
20 Plaintiff and other members of the Class suffered the same injuries and seek the
21 same relief.

22 d. Plaintiff will adequately and fairly protect the interests of the members of the
23 Class. Plaintiff has no interest adverse to the interests of absent class members
24 and Plaintiff is represented by attorneys with substantial class action experience in
25 civil litigation and employment law.

26 e. A class action is superior to other available means (if any) for fair and efficient
27 adjudication of the claims of the Class and would be beneficial for the parties and
28 the court. Class action treatment will allow a large number of similarly situated

persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would require. The monetary amounts due to many individual Class members are likely to be relatively small, and the burden and expense of litigation would make it difficult or impossible for Class members to seek and obtain relief through individual lawsuits. A class action will serve an important public interest by providing Class members an effective mechanism for redress of violation of their statutory rights.

11. Plaintiff is not aware of any difficulties likely to be encountered in the management of this action that would preclude its maintenance as a class action, but reserve the right to modify her allegations and/or the class definitions based on further investigation, discovery or legal developments.

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE DUTY FREE MEAL PERIODS

**(By Plaintiff, the Bliss Cannabis Employees Class, and the Vertis Cannabis Employees Class
against Defendants)**

12. Plaintiff incorporates paragraphs 1 through 11 of this complaint as if fully alleged herein.

13. At all relevant times, Plaintiff and the other members of the Bliss Cannabis Employees Class and the Vertis Cannabis Employees Class were employees covered by Labor Code Section 226.7, Labor Code Section 512, and Wage Order 4.

14. Pursuant to Labor Code Section 512 and Wage Order 4, Plaintiff and the other members of the Bliss Cannabis Employees Class and the Vertis Cannabis Employees Class were entitled to a duty-free meal period of at least 30 minutes before the start of their sixth hour of work on a workday. Pursuant to Labor Code Section 226.7 and Wage Order 4, Plaintiff and the other members of the Bliss Cannabis Employees Class and the Vertis Cannabis Employees Class were entitled to premium wages equal to one hour of pay at their regular rate of pay for every day that a meal period was not provided in accordance with Wage Order 4.

15. Bliss failed to provide Plaintiff and other members of the Bliss Cannabis Employees Class with legally compliant meal periods in accordance with Labor Code Section 512 and Wage Order

1 4 and failed to pay Plaintiff and other members of the Bliss Cannabis Employees Class premium wages
2 in accordance with Labor Code Section 226.7 and Wage Order 4 for meal period violations; and Vertis
3 failed to provide Plaintiff and other members of the Vertis Cannabis Employees Class with legally
4 compliant meal periods in accordance with Labor Code Section 512 and Wage Order 4 and failed to
5 pay Plaintiff and other members of the Vertis Cannabis Employees Class premium wages in accordance
6 with Labor Code Section 226.7 and Wage Order 4 for meal period violations. Plaintiff is informed and
7 believes and thereon alleges that, during the limitations period applicable to this cause of action,
8 Defendants had a policy or practice of not providing Cannabis Employees a meal period that was duty
9 free for at least 30 minutes, and Defendants had a policy or practice of not paying premium wages for
10 meal period violations.

11 16. As a result of the unlawful conduct of Bliss, Plaintiff and other members of the Bliss
12 Cannabis Employees Class have suffered damages in an amount, subject to proof, to the extent they
13 were not paid all the premium wages owed to them for meal period violations; and as a result of the
14 unlawful conduct of Vertis, Plaintiff and other members of the Vertis Cannabis Employees Class have
15 suffered damages in an amount, subject to proof, to the extent they were not paid all the premium
16 wages owed to them for meal period violations.

17 17. Plaintiff and the other members of the Bliss Cannabis Employees Class and Vertis
18 Cannabis Employees Class are entitled to recover reasonable attorney's fees in connection with their
19 meal period claims pursuant to Code of Civil Procedure Section 1021.5, the substantial benefit doctrine
20 and/or the common fund doctrine.

21 **SECOND CAUSE OF ACTION**

22 **FAILURE TO PAY MINIMUM WAGES**

23 **(By Plaintiff, the Bliss Cannabis Employees Class , and the Vertis Cannabis Employees Class**
24 **against Defendants)**

25 18. Plaintiff incorporates paragraphs 1 through 17 of this complaint as if fully alleged
26 herein.

27 19. At all relevant times, Plaintiff and the other members of the Bliss Cannabis Employees
28 Class and the Vertis Cannabis Employees Class were employees covered by Labor Code Section 1197.

1 20. Pursuant to Labor Code Section 1197, Plaintiff and the other members of the Bliss
2 Cannabis Employees Class were entitled to minimum wages for every hour they worked and/or every
3 hour deemed compensable "hours worked" by virtue of being subject to the direction and/or control of
4 their employer.

5 21. Bliss failed to pay Plaintiff and other members of the Bliss Cannabis Employees Class
6 all the minimum wages owed to them for every hour worked or deemed compensable "hours worked"
7 in accordance with Labor Code Section 1197 and Vertis failed to pay Plaintiff and other members of the
8 Vertis Cannabis Employees Class all the minimum wages owed to them for every hour worked or
9 deemed compensable "hours worked" in accordance with Labor Code Section 1197. Plaintiff is
10 informed and believes and thereon alleges that, during the limitations period applicable to this cause of
11 action, Defendants had a policy or practice of failing to pay Plaintiff and other Cannabis Employees for
12 their meal period time and/or for the time they were required to spend undergoing security screenings
13 prior to when their work shifts started and after their work shifts ended.

14 22. As a result of the unlawful conduct of Bliss, Plaintiff and other members of the Bliss
15 Cannabis Employees Class have suffered damages in an amount, subject to proof, to the extent they
16 were not paid all the minimum wages owed to them; and as a result of the unlawful conduct of Vertis,
17 Plaintiff and other members of the Vertis Cannabis Employees Class have suffered damages in an
18 amount, subject to proof, to the extent they were not paid all the minimum wages owed to them

19 23. Pursuant to Labor Code Section 1194, Plaintiff and the other members of the Bliss
20 Cannabis Employees Class and the Vertis Cannabis Employees Class are entitled to recover the full
21 amount of their unpaid minimum wages, interest thereon, reasonable attorney's fees and costs of suit.
22 Pursuant to Labor Code Section 1194.2, Plaintiff and other members of the Bliss Cannabis Employees
23 Class and the Vertis Cannabis Employees Class are also entitled to recover liquidated damages in an
24 amount equal to the amount of unpaid minimum wages and interest thereon.

25 **THIRD CAUSE OF ACTION**

26 **FAILURE TO PAY WAGES FOR REST PERIOD TIME**

27 **(By Plaintiff, the Bliss Cannabis Employees Class, and the Vertis Cannabis Employees Class**
28 **against Defendants)**

1 24. Plaintiff incorporates paragraphs 1 through 23 of this complaint as if fully alleged
2 herein.

3 25. At all relevant times, Plaintiff and the other members of the Bliss Cannabis Employees
4 Class and the Vertis Cannabis Employees Class were employees covered by Labor Code Section 226.2.

5 26. Pursuant to Labor Code Section 226.2(a)(3), Plaintiff and the other members of the
6 Bliss Cannabis Employees Class and the Vertis Cannabis Employees Class were entitled to be
7 compensated for their rest period time at a regular hourly rate no less than the higher of: 1) an average
8 hourly rate determined by dividing the total compensation for the workweek, exclusive of any
9 compensation for rest or recovery periods and any premium compensation for overtime, by the total
10 hours worked during the workweek, exclusive of rest and recovery periods; or 2) the applicable
11 minimum wage.

12 27. Bliss failed to pay Plaintiff and other members of the Bliss Cannabis Employees Class
13 all the wages owed to them for their rest period time in accordance with Section 226.2(a)(3) and Vertis
14 failed to pay Plaintiff and other members of the Vertis Cannabis Employees Class all the wages owed to
15 them for their rest period time in accordance with Section 226.2(a)(3). Plaintiff is informed and
16 believes and thereon alleges that, during the limitations period applicable to this cause of action,
17 Defendants had a policy or practice of failing to pay Plaintiff and other Cannabis Employees for their
18 rest period time in accordance with Section 226.2.

19 28. As a result of the unlawful conduct of Bliss, Plaintiff and other members of the Bliss
20 Cannabis Employees Class have suffered damages in an amount, subject to proof, to the extent they
21 were not paid all the wages owed to them for their rest period time; and as a result of the unlawful
22 conduct of Vertis, Plaintiff and other members of the Vertis Cannabis Employees Class have suffered
23 damages in an amount, subject to proof, to the extent they were not paid all the wages owed to them
24 for their rest period time.

25 29. Pursuant to Labor Code Sections 218 and 218.5, Plaintiff and other members of the
26 Bliss Cannabis Employees Class and the Vertis Cannabis Employees Class are entitled to recover the
27 full amount of their unpaid wages, reasonable attorney's fees and costs of suit. Pursuant to Labor Code
28 Section 218.6 or Civil Code Section 3287(a), Plaintiff and other members of the Bliss Cannabis

1 Employees Class and the Vertis Cannabis Employees Class are entitled to recover prejudgment interest
2 on the amount of their unpaid wages.

3 **FOURTH CAUSE OF ACTION**

4 **FAILURE TO PAY OVERTIME WAGES**

5 **(By Plaintiff, the Bliss Cannabis Employees Class, and the Vertis Cannabis Employees Class**
6 **against Defendants)**

7 30. Plaintiff incorporates paragraphs 1 through 29 of this complaint as if fully alleged
8 herein.

9 31. At all relevant times, Plaintiff and the other members of the Overtime Class were
10 employees covered by Labor Code Section 510 and/or Wage Order 4.

11 32. Pursuant to Labor Code Section 510 and/or Wage Order 4, Plaintiff and the other
12 members of the Bliss Cannabis Employees Class and the Vertis Cannabis Employees Class were entitled
13 to overtime wages at the rate of 1 and ½ times their regular rate of pay for every hour they worked in
14 excess of eight hours on a workday or in excess of forty hours in a workweek

15 33. Bliss failed to pay Plaintiff and other members of the Bliss Cannabis Employees Class
16 Overtime all the overtime wages owed to them when they worked overtime hours and Vertis failed to
17 pay Plaintiff and other members of the Vertis Cannabis Employees Class Overtime all the overtime
18 wages owed to them when they worked overtime hours. Plaintiff is informed and believes and thereon
19 allege that, during the limitations period applicable to this cause of action, Defendants had a policy or
20 practice of failing to pay Plaintiff and other Cannabis Employees for their meal period time and/or for
21 the time they were required to spend undergoing security screenings prior to when their work shifts
22 started and after their work shifts ended.

23 34. As a result of the unlawful conduct of Bliss, Plaintiff and other members of the Bliss
24 Cannabis Employees Class have suffered damages in an amount, subject to proof, to the extent they
25 were not paid all the overtime wages owed to them; and as a result of the unlawful conduct of Vertis,
26 Plaintiff and other members of the Vertis Cannabis Employees Class have suffered damages in an
27 amount, subject to proof, to the extent they were not paid all the overtime wages owed to them.

28 35. Pursuant to Labor Code Section 1194, Plaintiff and other members of the Bliss Cannabis

1 Employees Class and the Vertis Cannabis Employees Class are entitled to recover the full amount of
2 their unpaid overtime wages, interest thereon, reasonable attorney's fees and costs of suit.

3 **FIFTH CAUSE OF ACTION**

4 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

5 **(By Plaintiff, the Bliss Cannabis Employees Class, and the Vertis Cannabis Employees Class**
6 **against Defendants)**

7 36. Plaintiff incorporates paragraphs 1 through 11 of this complaint as if fully alleged
8 herein.

9 37. At all relevant times, Plaintiff and the other members of the Bliss Cannabis Employees
10 Class and the Vertis Cannabis Employees Class were employees covered by Labor Code Section 2800
11 *et seq.*

12 38. Labor Code Section 2802 requires employers to indemnify their employees for all
13 necessary expenditures or losses incurred by employees in direct consequence of the discharge of their
14 duties.

15 39. Plaintiff and other members of the Bliss Cannabis Employees Class and the Vertis
16 Cannabis Employees Class incurred necessary business-related expenses for acquiring shears required
17 for performing their job duties. In violation of Labor Code Section 2802, Bliss failed to reimburse
18 Plaintiff and other members of the Bliss Cannabis Employees Class for all their job-related expenses;
19 and in violation of Labor Code Section 2802, Vertis failed to reimburse Plaintiff and other members of
20 the Vertis Cannabis Employees Class for all their job-related expenses.

21 40. In committing the violations herein alleged, Bliss intentionally and willfully failed to
22 fully reimburse Plaintiff and other members of the Bliss Cannabis Employees Class members for all
23 their necessary business-related costs and expenses, and Vertis intentionally and willfully failed to
24 fully reimburse Plaintiff and other members of the Vertis Cannabis Employees Class members for all
25 their necessary business-related costs and expenses. As a direct result, Plaintiff and other members of
26 the Bliss Cannabis Employees Class and the Vertis Cannabis Employees Class have suffered
27 substantial losses.
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41. Pursuant to Labor Code Section 2802, Plaintiff and other members of the Bliss Cannabis Employees Class and Vertis Cannabis Employees Class are entitled to reimbursement of all their job-related expenses, attorneys' fees and litigation costs in connection with their reimbursement claim.

SIXTH CAUSE OF ACTION

UNFAIR COMPETITION

(By Plaintiff, the Bliss Restitution Class, and the Vertis Restitution Class against Defendants)

42. Plaintiffs incorporate paragraphs 1 through 41 of this complaint as if fully alleged herein.

43. The unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code Section 17200.

44. As a result of the unfair competition of Bliss alleged herein, Plaintiff and other members of the Bliss Restitution Class have suffered injury in fact and lost money or property; and as a result of the unfair competition of Vertis alleged herein, Plaintiff and other members of the Vertis Restitution Class have suffered injury in fact and lost money or property. Plaintiff and members of the Bliss Restitution Class and the Vertis Restitution Class have been deprived of their rights to be provided duty free meal periods, to be paid all the premium wages, minimum wages, overtime wages, rest period wages and expense reimbursement owed to them, and Plaintiff and other members of the Bliss Restitution Class and Vertis Restitution Class have not been paid all the monies owed to them under California law.

45. Pursuant to Business and Professions Code Section 17203, Plaintiff and other members of the Bliss Restitution Class and Vertis Restitution are entitled to restitution of all wages or other monies owed to them under California law (including interest thereon) in which they had a property interest. Restitution of the money owed to Plaintiff and other members of the Bliss Restitution Class and the Vertis Restitution Class that Defendants wrongfully withheld and retained by means of engaging in unlawful business practices in violation of California law is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with California law.

46. Plaintiffs and members of the Bliss Restitution Class and the Vertis Restitution Class are

entitled to recover reasonable attorney's fees in connection with their unfair competition claims pursuant to Code of Civil Procedure Section 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

SEVENTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(By Plaintiff, the Bliss Wage Statement Class, and the Vertis Wage Statement Class against Defendants)

47. Plaintiff incorporates paragraphs 1 through 35 of this complaint as if fully alleged herein.

48. At all relevant times, Plaintiff and the other members of the Bliss Wage Statement Class and the Vertis Wage Statement Class were employees covered by Labor Code Section 226 and Labor Code Section 226.2.

49. Pursuant to Labor Code Section 226(a), Plaintiff and the other members of the Bliss Wage Statement Class and the Vertis Wage Statement Class were entitled to receive, semimonthly or at the time of each payment of wages, an accurate itemized wage statement showing, *inter alia*, the total amount of gross wages earned during the pay period, the total amount of net wages earned during the pay period, the total number of hours worked during the pay period, the number of piece rate units earned and all the applicable piece rates during the pay period, all the applicable hourly rates of pay during the pay period and the corresponding number of hours worked at each hourly rate, and the name and address of the legal entity who secured the services of a farm labor contractor. Pursuant to Labor Code Section 226.2(a)(2), Plaintiff and the other members of the Bliss Wage Statement Class and the Vertis Wage Statement Class were entitled to receive, semimonthly or at the time of each payment of wages, an accurate itemized wage statement stating, separately from the information required by Section 226(a), the total hours of compensable rest periods, the rate of compensation for rest periods, and the gross wages paid for rest periods during the pay period.

50. Bliss failed to provide Plaintiff and other members of the Bliss Wage Statement Class accurate or legally compliant itemized statements in accordance with Labor Code Sections

1 226(a) and 226.2(a)(2) and Vertis failed to provide Plaintiff and other members of the Vertis
2 Wage Statement Class accurate or legally compliant itemized statements in accordance with
3 Labor Code Sections 226(a) and 226.2(a)(2). Plaintiff is informed and believes and thereon
4 alleges that, during the limitations period applicable to this cause of action, Defendants had a
5 policy or practice of failing to pay Cannabis Employees premium wages for meal period
6 violations; failing to pay Cannabis Employees minimum wages and/or overtime wages owed for
7 compensable meal period time and/or time required to undergo security screenings; failing to pay
8 Cannabis Employees for rest period time; failing to state on wage statements the total amount of
9 gross wages or net wages earned during the pay period, failing to state on wage statements the
10 total number of hours worked during the pay period; failing to state on wage statements the
11 number of piece rate units earned and all the applicable piece rates during the pay period; failing
12 to state on wage statements all applicable hourly rates and the corresponding number of hours
13 worked at each hourly rate; failing to state on wage statements the name and address of the legal
14 entity that secured the services of a farm labor contractor; and failing to state on wage statements
15 the total hours of compensable rest periods, the rate of compensation for rest periods, and the
16 gross wages paid for rest periods during the pay period.

17 51. The failure of Bliss to provide Plaintiff and other members of the Bliss Wage
18 Statement Class with accurate or legally compliant wage statements was knowing and intentional
19 and the failure of Vertis to provide Plaintiff and other members of the Vertis Wage Statement
20 Class with accurate or legally compliant wage statements was knowing and intentional. Bliss
21 had the ability to provide Plaintiff and other members of the Bliss Wage Statement Class with
22 accurate and legally compliant wage statements but knew and intended that wage statements
23 provided to Cannabis Employees did not comply with all the requirements of Labor Code
24 Section 226(a) or 266.2; and Vertis had the ability to provide Plaintiff and other members of the
25 Vertis Wage Statement Class with accurate and legally compliant wage statements but knew and
26 intended that wage statements provided to Cannabis Employees did not comply with all the
27 requirements of Labor Code Section 226(a) or 266.2.

28 52. As a result of Defendants' conduct, Plaintiff and other members of the Bliss Wage

1 Statement Class and the Vertis Wage Class have suffered injury. From the wage statements provided to
2 them alone, Plaintiff and other members of the Bliss Wage Statement Class and the Vertis Wage
3 Statement Class could not promptly and easily determine the total amount of gross wages actually
4 earned, the total amount of net wages actually earned, the total number of hours worked during the pay
5 period, the number of piece rate units earned and the all applicable piece rates during the pay period,
6 and all the applicable hourly rates of pay during the pay period and the corresponding number of hours
7 worked at each hourly rate.

8 53. Pursuant to Labor Code Sections 226(e) and 226.2(a)(2), Plaintiff and other members of
9 the Bliss Wage Statement Class and the Vertis Wage Statement Class are entitled to recover fifty
10 dollars for the initial pay period in which a violation of Labor Code Section 226(a) or 226.2 occurred
11 and one hundred dollars for each violation of Labor Code Section 226(a) or 226.2 in every subsequent
12 pay period, not to exceed an aggregate civil penalty of four thousand dollars per employee.

13 54. Pursuant to Labor Code Sections 218, 226(c), 226(g) and 226.2(a)(2), Plaintiff and
14 other members of the Bliss Wage Statement Class and the Vertis Wage Statement Class are entitled to
15 recover the full amount of penalties due under Labor Code Section 226(c), reasonable attorney's fees
16 and costs of suit.

17 EIGHTH CAUSE OF ACTION

18 **FAILURE TO PROVIDE COMPLETE WAGE STATEMENTS**

19 **(By Plaintiff and the Bliss Wage Statement Class against Defendant Bliss)**

20 55. Plaintiff incorporates paragraphs 1 through 11 of this complaint as if fully alleged
21 herein.

22 56. At all relevant times, Plaintiff and the other members of the Bliss Wage Statement
23 Class were employees covered by Labor Code Section 226.

24 57. Pursuant to Labor Code Section 226(a)(7), Plaintiff and the other members of the
25 Bliss Wage Statement Class were entitled to receive, semimonthly or at the time of each payment
26 of wages, an accurate itemized wage statement showing, *inter alia*, the name and address of the
27 legal entity that secured the services of Bliss.

28 57. Bliss failed to provide Plaintiff and other members of the Bliss Wage Statement

1 Class legally compliant itemized statements in accordance with Labor Code Sections 226(a)(7).
2 Plaintiff is informed and believes and thereon alleges that, during the limitations period
3 applicable to this cause of action, Defendant Bliss had a policy or practice of failing to state on
4 wage statements provided to Cannabis Employees the name and address of the legal entity that
5 secured the services of Bliss.

6 58. The failure of Bliss to provide Plaintiff and other members of the Bliss Wage
7 Statement Class with legally compliant wage statements was knowing and intentional. Bliss had
8 the ability to provide Plaintiff and other members of the Bliss Wage Statement Class with legally
9 compliant wage statements but knew and intended that wage statements provided to Cannabis
10 Employees did not comply with the requirements of Labor Code Section 226(a)(7).

11 59. As a result of the conduct of Defendant Bliss, Plaintiff and other members of the Bliss
12 Wage Statement Class have suffered injury. From the wage statements provided to them alone,
13 Plaintiff and other members of the Bliss Wage Statement Class could not promptly and easily
14 determine the name of the legal entity that secured the services of Bliss.

15 60. Pursuant to Labor Code Sections 226(e) Plaintiff and other members of the Bliss Wage
16 Statement Class are entitled to recover fifty dollars for the initial pay period in which a violation of
17 Labor Code Section 226(a)(7) occurred and one hundred dollars for each violation of Labor Code
18 Section 226(a)(7) in every subsequent pay period, not to exceed an aggregate civil penalty of four
19 thousand dollars per employee.

20 61. Pursuant to Labor Code Sections 218, 226(e) and 226(g), Plaintiff and other members of
21 the Bliss Wage Statement Class are entitled to recover the full amount of penalties due under Labor
22 Code Section 226(e), reasonable attorney's fees and costs of suit.

23 **NINTH CAUSE OF ACTION**

24 **FAILURE TO PAY ALL WAGES UPON TERMINATION**

25 **(By Plaintiff, the Bliss Final Wages Class, and the Vertis Final Wages Class against Defendants)**

26 62. Plaintiffs incorporate paragraphs 1 through 35 of this complaint as if fully alleged
27 herein.

28 63. At all relevant times, Plaintiff and the other members of the Bliss Final Wages Class and

1 the Vertis Final Wages Class were employees covered by Labor Code Sections 201 or 202.

2 64. Pursuant to Labor Code Sections 201 or 202, Plaintiff and other members of the Bliss
3 Final Wages Class and the Vertis Final Wages Class were entitled upon termination (including layoff at
4 end of seasonal employment) to timely payment of all wages earned and unpaid prior to termination.
5 Discharged employees were entitled to payment of all wages earned and unpaid prior to discharge
6 immediately upon termination. Employees who resigned were entitled to payment of all wages earned
7 and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72
8 hours previous notice, they were entitled to payment of all wages earned and unpaid prior to
9 resignation at the time of resignation.

10 65. Bliss failed to pay Plaintiff and other members of the Bliss Final Wages Class all wages
11 earned and unpaid prior to termination in accordance with Labor Code Sections 201 or 202 and Vertis
12 failed to pay Plaintiff and other members of the Vertis Final Wages Class all wages earned and unpaid
13 prior to termination in accordance with Labor Code Sections 201 or 202. Plaintiff is informed and
14 believes and thereon alleges that during the limitations period applicable to this cause of action,
15 Defendants had a policy or practice of failing to pay Cannabis Employees premium wages for meal
16 period violations, failing to pay Cannabis Employees minimum and/or overtime wages owed for
17 compensable meal period time and/or the time required to undergo security screenings; and failing to
18 pay Cannabis Employees for rest period time; which resulted in Defendants failing to pay Cannabis
19 Employees all the wages owed to them upon termination.

20 66. The failure of Bliss to pay Plaintiff and members of the Bliss Final Wages Class all
21 wages earned prior to termination in accordance with Labor Code Sections 201 or 202 was willful and
22 the failure of Vertis to pay Plaintiff and members of the Vertis Final Wages Class all wages earned prior
23 to termination in accordance with Labor Code Sections 201 or 202 was willful. Defendants had the
24 ability to pay all wages earned by Cannabis Employees prior to termination in accordance with Labor
25 Code Sections 201 or 202, but intentionally adopted policies or practices incompatible with the
26 requirements of Labor Code Sections 201 or 202. Defendants intended and knew that, during the
27 limitations period applicable to this cause of action, Defendants had a policy or practice of failing to
28 pay Cannabis Employees premium wages for meal period violations, failing to pay Cannabis

1 Employees minimum and/or overtime wages owed for compensable meal period time and/or the time
2 required to undergo security screenings; and failing to pay Cannabis Employees for rest period time;
3 which resulted in Defendants failing to pay Cannabis Employees all the wages owed to them upon
4 termination.

5 67. Pursuant to Labor Code Sections 201 or 202, Plaintiff and other members of the Bliss
6 Final Wages Class and the Vertis Final Wages Class are entitled to all wages earned prior to
7 termination that were not paid to them.

8 68. Pursuant to Labor Code Section 203, Plaintiff and other members of the Bliss Final
9 Wages Class and the Vertis Final Wages Class are entitled to penalty wages, from the day their earned
10 and unpaid wages were due upon termination until paid, up to a maximum of 30 days of penalty
11 wages.

12 69. As a result of the unlawful conduct of Bliss, Plaintiff and other members of the Bliss
13 Final Wages Class have suffered damages in an amount, subject to proof, to the extent they were not
14 paid for all wages earned prior to termination; and as a result of the unlawful conduct of Vertis,
15 Plaintiff and other members of the Vertis Final Wages Class have suffered damages in an amount,
16 subject to proof, to the extent they were not paid for all wages earned prior to termination

17 70. As a result of the unlawful conduct of Bliss, Plaintiff and other members of the Bliss
18 Final Wages Class have suffered damages in an amount, subject to proof, to the extent they were not
19 paid all penalty wages owed under Labor Code Section 203; and as a result of the unlawful conduct of
20 Vertis, Plaintiff and other members of the Vertis Final Wages Class have suffered damages in an
21 amount, subject to proof, to the extent they were not paid all penalty wages owed under Labor Code
22 Section 203.

23 71. Pursuant to Labor Code Sections 218 and 218.5, Plaintiff and other members of the
24 Bliss Final Wages Class and the Vertis Final Wages Class are entitled to recover the full amount of
25 their unpaid wages, penalty wages under Labor Code Section 203, reasonable attorney's fees and costs
26 of suit. Pursuant to Labor Code Section 218.6 or Civil Code Section 3287(a), Plaintiff and other
27 members of the Bliss Final Wages Class and the Vertis Final Wages Class are entitled to recover
28 prejudgment interest on the amount of their unpaid wages and unpaid penalty wages.

TENTH CAUSE OF ACTION

CIVIL PENALTIES UNDER PAGA

(By Plaintiff, the Bliss Aggrieved Employees and the Vertis Aggrieved Employees against Defendants)

72. Plaintiff incorporates paragraphs 1 through 71 of this complaint as if fully alleged herein.

73. Labor Code Sections 2699(a) and (g) authorize an aggrieved employee, on behalf of himself and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3.

74. Plaintiff has complied with the procedures for bringing suit specified in Labor Code Section 2699.3. By letter dated May 15, 2023, Plaintiff gave written notice to the Labor and Workforce Development Agency ("LWDA") that day (by electronic submission) of Plaintiff's allegations that Defendants had violated the Labor Code. A true and correct copy of this letter, which was sent by certified mail to Bliss on May 15, 2023, is attached as Exhibit 2. After learning that Vertis had been named incorrectly in the notice letter dated May 15, 2023, Plaintiff by letter dated May 19, 2023 gave written notice to the LWDA that day (by electronic submission) that Plaintiff was amending the initial notice letter to substitute the correct name for Vertis in place of the incorrect name. A true and correct copy of this letter, which was sent by certified mail to Vertis on May 19, 2023 along with the initial notice letter dated May 15, 2023 is attached as Exhibit 3. Because the LWDA did not give Plaintiff any notice within 65 days of the date notice was given to the LWDA the LWDA either intended or did not intend to investigate Plaintiff's allegations, Plaintiff may now pursue a civil action for civil penalties under PAGA pursuant to Labor Code Section 2699.3.

75. Plaintiff brings her claims for civil penalties under PAGA against Bliss on behalf of "Bliss Aggrieved Employees" defined as follows: "All persons who, at any time since the date one year before the filing of the complaint in this action, worked for Bliss in California as non-exempt employees engaged in the processing of cannabis." Plaintiff brings her claims for civil penalties under PAGA against Vertis on behalf of "Vertis Aggrieved Employees" defined as follows: "All persons who, at any time since the date one year before the filing of the complaint in this action, worked for Vertis

(whether employed directly by Vertis or jointly by Vertis and a farm labor contractor) in California as non-exempt employees engaged in the processing of cannabis grown by Vertis.”

76. As set forth in the written notice to the LWDA dated May 15, 2023, Plaintiff alleges that Defendant violated the following sections of the Labor Code: 512, 226.7, 1197, 226.2, 510, 2802, 226, 226.2, 205, 1695.6, 201 and/or 202. Pursuant to Labor Code Sections 2699(a) and (f), Plaintiff and Bliss Aggrieved Employees are entitled to recover civil penalties against Bliss, and Plaintiff and Vertis Aggrieved Employees are entitled to recovery civil penalties against Vertis, for Defendants’ violations of the Labor Code in the following amounts:

a. For violation of Labor Code Sections 201, 202, 205, 226, 226.2, 226.7, 1197, 1695.6 and 2802, one hundred dollars (\$100) for each employee per pay period for the initial violation and two hundred dollars (\$200) for each employee per pay period for each subsequent violation [penalty amount per Labor Code Section 2699(f)(2)].

b. For violation of Labor Code Sections 510 and 512, fifty dollars (\$50) for each employee for each pay period and for each subsequent violation, one hundred dollars (\$100) for each employee for each pay period [penalty amount per Labor Code Section 558].

77. Pursuant to Labor Code Section 2699(i), 75% of the civil penalties recovered shall be distributed to the LWDA, and 25% shall be distributed to the aggrieved employees.

78. Pursuant to Labor Code Section 2699(g), Plaintiff is entitled to an award of reasonable attorney’s fees and costs in connection with his claims for civil penalties.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and all others similarly situated, prays for relief and judgment against Defendants as follows:

A. An order certifying that Plaintiff may pursue her claims as a class action under Section 382 of the Code of Civil Procedure.

B. An order appointing Plaintiff as the Class representative and appointing Plaintiff’s counsel as counsel for the Class.

C. Damages for unpaid premium wages for meal period violations under Labor Code Section 226.7 and Wage Order 4.

- 1 D. Damages for unpaid minimum wages under Labor Code Section 1194
2 E. Liquidated damages under Labor Code Section 1194.2.
3 F. Damages for unpaid wages for rest period time under Labor Code Section 226.2.
4 G. Damages for unpaid overtime wages under Labor Code Section 1194.
5 H. Damages for unpaid expense reimbursement under Labor Code Section 2803.
6 I. Restitution for unpaid monies owed under Business and Professions Code Section
7 17203.
8 J. Penalties for inaccurate or non-compliant wage statements under Labor Code Section
9 226 and/or Labor Code Section 226.2.
10 K. Damages for unpaid wages under Labor Code Section 201 and/or Labor Code Section
11 202.
12 L. Penalty wages under Labor Code Section 203.
13 M. Civil penalties under Labor Code Section 2699.
14 N. Pre-judgment interest.
15 O. Costs.
16 P. Reasonable attorney's fees.
17 Q. Such other and further relief as the Court deems just and proper.

18 Dated: July 28 2023

KARASIK LAW FIRM
LAW OFFICES OF SANTOS GOMEZ

19
20 By

s/ Gregory N. Karasik
Gregory N. Karasik
Attorneys for Plaintiff

21 **DEMAND FOR JURY TRIAL**

22 Plaintiff demands a trial by jury for himself and all others similarly situated on all claims so
23 triable.

24 Dated: July 28 2023

KARASIK LAW FIRM
LAW OFFICES OF SANTOS GOMEZ

25
26 By

s/ Gregory N. Karasik
Gregory N. Karasik
Attorneys for Plaintiff

EXHIBIT 1

Bias Solutions LLC
109 Berkeley Way
Santa Cruz CA 95062

Check No.: 1197

Pay Stub Detail
PAY DATE: 09/09/2022
NET PAY: \$1,659.21

Maria Yanez
511 Chaparral St
Salinas CA 93906

Check No.: 1197

EMPLOYER
Bias Solutions LLC
109 Berkeley Way
Santa Cruz CA 95062

PAY PERIOD
Period Beginning
Period Ending
Pay Date:
Total Hours:

08/18/2022
09/01/2022
09/09/2022
0.00

EMPLOYEE
Maria Yanez
511 Chaparral St
Salinas CA 93906

SSN: ...2303

NET PAY: \$1,659.21

MEMO:
Payroll 8/22 to 9/2: 22.01 hrs, 7.25 hours backing

<u>PAY</u>	<u>Hours</u>	<u>Rate</u>	<u>Current</u>	<u>YTD</u>
Commission	-	-	1,894.05	18,563.85

<u>DEDUCTIONS</u>	<u>Current</u>	<u>YTD</u>
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<u>TAXES</u>	<u>Current</u>	<u>YTD</u>
Federal Income Tax	0.00	104.82
Social Security	116.81	1,150.96
Medicare	27.32	269.18
CA Income Tax	59.98	731.18
CA State Disability Ins	20.73	204.21

<u>SUMMARY</u>	<u>Current</u>	<u>YTD</u>
Total Pay	\$1,894.05	\$18,563.85
Taxes	\$224.84	\$2,480.36
Deductions	\$0.00	\$0.00

Net Pay \$1,659.21

Bliss Solutions LLC
109 Berkeley Way
Santa Cruz CA 95062

Check No.: 1233

Pay Stub Detail
PAY DATE: 09/23/2022
NET PAY: \$1,857.61

Maria Yancz
511 Chaparral St
Salinas CA 93906

Check No.: 1233

EMPLOYER
Bliss Solutions LLC
109 Berkeley Way
Santa Cruz CA 95062

PAY PERIOD
Period Beginning
Period Ending:
Pay Date:
Total Hours:

09/01/2022
09/14/2022
09/23/2022
0.00

EMPLOYEE
Maria Yancz
511 Chaparral St
Salinas CA 93906

SSN: _2309

NET PAY: \$1,857.61

MEMO:
Payroll 9/5 to 9/16: 25.21 hrs, 15.5 hours docking/harvesting

PAY	Hours	Rate	Current	YTD
Commission	-	-	2,120.30	20,684.15

DEDUCTIONS	Current	YTD
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TAXES	Current	YTD
Federal Income Tax	0.00	104.82
Social Security	131.46	1,282.42
Medicare	30.74	299.97
CA Income Tax	77.17	808.34
CA State Disability Ins	23.32	227.53

SUMMARY	Current	YTD
Total Pay	\$2,120.30	\$20,684.15
Taxes	\$262.69	\$2,723.04
Deductions	\$0.00	\$0.00

Net Pay \$1,857.61

Bliss Solutions LLC
109 Berkeley Way
Santa Cruz CA 95062

Check No.: 1284

Pay Stub Detail
PAY DATE: 10/07/2022
NET PAY: \$1,579.69

Maria Yanez
511 Chaparral St.
Salinas CA 93906

Check No.: 1284

EMPLOYER
Bliss Solutions LLC
109 Berkeley Way
Santa Cruz CA 95062

PAY PERIOD
Period Beginning
Period Ending:
Pay Date:
Total Hours:

09/15/2022
09/25/2022
10/07/2022
0.00

EMPLOYEE
Maria Yanez
511 Chaparral St.
Salinas CA 93906

SS#: .2303

NET PAY: \$1,579.69

MEMO:
9/19 to 9/30; 19.72 hrs. 12.5 hours bucking/have down

PAY	Hours	Rate	Current	YTD
Commission	-	-	1,790.10	22,474.25

DEDUCTIONS	Current	YTD
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TAXES	Current	YTD
Medicare	25.96	325.88
CA Income Tax	53.78	862.13
CA State Disability Ins	19.89	247.22
Social Security	110.98	1,393.40
Federal Income Tax	0.00	104.82

SUMMARY	Current	YTD
Total Pay	\$1,790.10	\$22,474.25
Taxes	\$210.41	\$2,833.45
Deductions	\$0.00	\$0.00

Net Pay \$1,579.69

Bliss Solutions LLC
109 Berkeley Way
Santa Cruz CA 95062

Check No.: 1325

Pay Stub Detail
PAY DATE: 10/21/2022
NET PAY: \$1,828.13

Maria Yanez
511 Chaparral St
Salinas CA 93905

Check No.: 1325

EMPLOYER
Bliss Solutions LLC
109 Berkeley Way
Santa Cruz CA 95062

PAY PERIOD
Period Beginning:
Period Ending:
Pay Date:
Total Hours:

09/29/2022
10/12/2022
10/21/2022
0.00

EMPLOYEE
Maria Yanez
511 Chaparral St
Salinas CA 93905

SSN: . 2303

NET PAY:

\$1,828.13

MEMO:
Payroll 10/3 to 10/14: 23.83 hrs, 10.48 hours at \$17/hr

PAY	Hours	Rate	Current	YTD
Commission	-	-	2,084.56	24,558.81

DEDUCTIONS	Current	YTD
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TAXES	Current	YTD
Medicare	30.22	356.10
CA State Disability Ins	22.83	270.15
Federal Income Tax	0.00	104.82
Social Security	129.28	1,522.86
CA Income Tax	74.03	938.16

SUMMARY	Current	YTD
Total Pay	\$2,084.56	\$24,558.81
Taxes	\$235.43	\$2,100.86
Deductions	\$0.00	\$0.00

Net Pay

\$1,828.13

Bliss Solutions LLC
109 Berkeley Way
Santa Cruz CA 95062

Pay Stub Detail
PAY DATE: 11/04/2022
NET PAY: \$1,846.06

Maria Yanez
511 Chaparral St
Salinas CA 93906

EMPLOYER
Bliss Solutions LLC
109 Berkeley Way
Santa Cruz CA 95062

PAY PERIOD
Period Beginning
Period Ending
Pay Date
Total Hours

10/13/2022
10/28/2022
11/04/2022
0.00

EMPLOYEE
Maria Yanez
511 Chaparral St
Salinas CA 93906

SS#: 2303

NET PAY: \$1,846.06

MEMO:
Payroll 10/17 to 10/28: 23.97 lbs, 11.1 hours bucking/harvesting at \$17/hour

PAY	Hours	Rate	Current	YTD
Commission	-	-	2,106.30	26,885.11

DEDUCTIONS	Current	YTD
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TAXES	Current	YTD
Federal Income Tax	0.00	104.62
Social Security	130.58	1,653.24
Medicare	30.54	386.64
CA Income Tax	75.94	1,012.10
CA State Disability Ins	23.17	233.32

SUMMARY	Current	YTD
Total Pay	\$2,106.30	\$26,885.11
Taxes	\$260.24	\$3,490.12
Deductions	\$0.00	\$0.00

Net Pay \$1,846.06

Bless Solutions LLC
109 Berkeley Way
Santa Cruz CA 95062

Check No.: 1406

Pay Stub Detail
PAY DATE: 11/18/2022
NET PAY: \$2,033.80

Maria Yanez
511 Chaparral St
Salinas CA 93906

Check No.: 1406

EMPLOYER
Bless Solutions LLC
109 Berkeley Way
Santa Cruz CA 95062

PAY PERIOD
Period Beginning: 10/27/2022
Period Ending: 11/09/2022
Pay Date: 11/18/2022
Total Hours: 0.00

EMPLOYEE
Maria Yanez
511 Chaparral St
Salinas CA 93906

SSN: ...2303

NET PAY: \$2,033.80

MEMO:
Payroll 10/31 to 11/11: 25.8 hrs + 11.18 hours buiding at \$17/hour

PAY	Hours	Rate	Current	YTD
Commission	-	-	2,334.00	28,989.11

DEDUCTIONS	Current	YTD
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TAXES	Current	YTD
CA Income Tax	85.98	1,108.08
Federal Income Tax	0.00	104.82
Social Security	144.70	1,797.94
Medicare	33.85	420.49
CA State Disability Ins	25.67	318.99

SUMMARY	Current	YTD
Total Pay	\$2,334.00	\$28,989.11
Taxes	\$600.00	\$3,750.32
Deductions	\$0.00	\$0.00

Net Pay \$2,033.80

Bliss Solutions LLC
109 Berkeley Way
Santa Cruz CA 95062

Check No : 1440

Pay Stub Detail
PAY DATE: 12/02/2022
NET PAY: \$1,297.65

Maria Yanez
511 Chaparral St
Salinas CA 93906

Check No : 1440

EMPLOYER
Bliss Solutions LLC
109 Berkeley Way
Santa Cruz CA 95062

PAY PERIOD
Period Beginning
Period Ending
Pay Date
Total Hours:

11/10/2022
11/23/2022
12/02/2022
0.00

EMPLOYEE
Maria Yanez
511 Chaparral St
Salinas CA 93906

SS#: . 2003

NET PAY:

\$1,297.65

MEMO:
Payroll 11/14 to 11/25, 15.00 hrs at \$80/hr + 11.97 hours backing at \$17/hr

PAY	Hours	Rate	Current	YTD
Commission	-	-	1,458.69	30,467.80

DEDUCTIONS	Current	YTD
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TAXES	Current	YTD
Social Security	90.44	1,889.38
CA State Disability Ins	18.05	335.04
CA Income Tax	33.40	1,141.48
Federal Income Tax	0.00	104.82
Medicare	21.15	441.54

SUMMARY	Current	YTD
Total Pay	\$1,458.69	\$30,467.80
Taxes	\$161.04	\$5,911.38
Deductions	\$0.00	\$0.00

Net Pay **\$1,297.65**

Bliss Solutions LLC
109 Berkeley Way
Santa Cruz CA 95062

Check No.: 1470

Pay Stub Detail
PAY DATE: 12/19/2022
NET PAY: \$2,986.83

Maria Yanez
511 Chaparral St
Salinas CA 93906

Check No.: 1470

EMPLOYER
Bliss Solutions LLC
109 Berkeley Way
Santa Cruz CA 95062

PAY PERIOD
Period Beginning
Period Ending
Pay Date
Total Hours:

11/24/2022
12/07/2022
12/19/2022
0.00

EMPLOYEE
Maria Yanez
511 Chaparral St
Salinas CA 93906

SS#: .2303

NET PAY: \$2,986.83

MEMO:
Payroll 11/25 to 12/9: 43.89 hrs at \$80/hr = 10.48 hours bucking at \$17/hour

PAY	Hours	Rate	Current	YTD
Commission	-	-	3,897.38	34,155.18

DEDUCTIONS	Current	YTD
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TAXES	Current	YTD
CA Income Tax	292.52	1,374.00
Social Security	229.24	2,117.62
Medicare	53.61	495.25
Federal Income Tax	154.49	299.31
CA State Disability Ins	40.67	375.71

SUMMARY	Current	YTD
Total Pay	\$3,897.38	\$34,155.18
Taxes	\$710.53	\$4,821.89
Deductions	\$0.00	\$0.00

Net Pay \$2,986.83

EXHIBIT 2

KARASIK LAW FIRM

16021 Aiglon St.
Pacific Palisades, CA 90272
Tel. (310) 463-9761
greg@karasiklawfirm.com

May 15, 2023

Labor and Workforce Development Agency
Department of Industrial Relations
Online Filing

Re: California Labor Code §2699 Letter

Aggrieved Employee: Maria Guadalupe Yanez Gonzalez
Employers: Bliss Solutions, LLC and Vertis Partners, LLC

This letter shall serve as notice under Labor Code Section 2699.3(a)(1) that Maria Guadalupe Yanez Gonzalez alleges that her former employers Bliss Solutions, LLC ("Bliss") and Vertis Partners, LLC ("Vertis") have or had a practice of violating various provisions of the Labor Code with respect to non-exempt employees who processed cannabis ("Cannabis Employees"). Ms. Gonzalez was employed by Bliss and Vertis to work as a Cannabis Employee from approximately May 2022 through January 10, 2023. Ms. Gonzalez was hired and paid by Bliss, a farm labor contractor, who provided Vertis, a grower of cannabis, with employees to process the cannabis grown by Vertis. Because Vertis also exercised control over the wages, hours and/or working conditions of Ms. Gonzalez, she was employed jointly by Bliss and Vertis. Ms. Gonzalez alleges, on behalf of herself and other Cannabis Employees who were employed by Bliss and/or Vertis, that Bliss and Vertis violated the Labor Code in the following ways.

1. In violation of Labor Code Section 512, Bliss and Vertis failed to provide Cannabis Employees with meal periods that were duty free for 30 minutes. The 30 minute meal periods provided to Cannabis Employees were not duty free for 30 minutes because Cannabis Employees were not allowed to leave the workplace during meal periods and Cannabis employees had to undergo security screenings at the start of the meal period before being allowed to leave the room where they processed cannabis.

2. In violation of Labor Code Section 226.7, Bliss and Vertis failed to pay Cannabis Employees premium wages owed as a result of not providing Cannabis Employees meal periods that were duty free for 30 minutes.

3. In violation of Labor Code Section 1197, Bliss and Vertis failed to pay Cannabis Employees all the minimum wages owed to them. Cannabis Employees were not paid wages for meal period time that constituted compensable hours worked because meal periods were not duty free; and Cannabis Employees were not paid wages for the time they were required to spend undergoing security screenings prior to when their work shifts started and after their work shifts

ended. Before Cannabis Employees were allowed to enter the parking area, a security guard would search the interior and trunk of their cars. Before Cannabis Employees were allowed to enter the building where employees processed cannabis, they had to undergo additional security screening, which included inspection to see if they were carrying any weapons, the emptying of her pockets and checking their bags. At the end of their shifts, Cannabis Employees had to go through the same screening process before being allowed to leave the room where they processed cannabis and before being allowed to exit the parking area.

4. In violation of Labor Code Section 226.2, Bliss and Vertis failed to pay Cannabis Employees for all their rest period time. Cannabis Employees were paid both piece rate wages and hourly wages. Because they were paid piece rate wages, Cannabis Employees were entitled to be paid for their rest period time in accordance with Section 226.2(a)(3), but Bliss and Vertis failed to pay Cannabis Employees for their rest period time in accordance with Section 226.2.

5. In violation of Labor Code Section 510, Bliss and Vertis failed to pay Cannabis Employees all the overtime wages owed to them when they worked overtime hours. As explained above, Cannabis Employees were not paid wages for meal period time that constituted compensable hours worked because meal periods were not duty free; and Cannabis Employees were not paid wages for the time they were required to spend undergoing security screenings prior to when their work shifts started and after their work shifts ended.

6. In violation of Labor Code Section 2802, Bliss and Vertis failed to reimburse Cannabis Employees for all their necessary business-related expenses. Cannabis Employees were required to use shears to perform their job duties but neither Bliss nor Vertis provided Cannabis Employee with shears so they had to acquire them at their own expense.

7. In violation of Labor Code Section 226 and/or Labor Code Section 226.2, Bliss and Vertis failed to provide Cannabis Employees with accurate or legally compliant wage statements. Wage statements provided to Cannabis Employees failed to state the actual amount of gross wages earned during the pay period, the actual amount of net wages earned during the pay period, the total number of hours worked during the pay period, the number of piece rate units earned and all the applicable piece rates during the pay period, all the applicable hourly rates of pay during the pay period and the corresponding number of hours worked at each hourly rate, the name and address of the legal entity who secured the services of a farm labor contractor, the total hours of compensable rest periods, the rate of compensation for rest periods, and the gross wages paid for rest periods during the pay period. Wage Statements provided to Cannabis Employees: a) described the totality of their pay as a "Commission;" b) stated in the "Pay Period" section of the wage statements state that the "Total Hours" worked during the pay period was "0.00" hours; c) did not state an hourly rate of pay until October 21, 2022; d) did not state a piece rate until December 2, 2022; e) did not state the total number of hours worked during the pay period; f) did not reflect payment of premium wages for meal period violations; g) did not reflect payment of wages for the time Cannabis Employees had to spend going through security screenings before work shifts started or after work shifts ended; h) did not reflect payment of any wages at overtime rates of pay; i) did not reflect payment of wages for rest period time in accordance with Labor Code Section 226.2; and j) did not indicate the name and address of Vertis as the legal entity that secured the services of the farm labor contractor Bliss.

8. In violation of Labor Code Section 205 and/or Section 1695.6, Bliss and Vertis failed to pay Cannabis Employees wages on a payday at least once every week and failed to pay Cannabis Employees on their paydays for all wages earned up to the fourth day before the payday. Cannabis Employees were paid approximately every two weeks on a payday 9 days after the pay period ended.

9. In violation of Labor Code Sections 201 and/or 202, Bliss and Vertis failed to pay Cannabis Employees all the wages owed to them at the time their employment ended. As explained above, Cannabis Employees were not paid wages for meal period time that constituted compensable hours worked because meal periods were not duty free; Cannabis Employees were not paid wages for the time they were required to spend undergoing security screenings prior to when their work shifts started and after their work shifts ended; and Cannabis Employees were not paid all the wages owed to them for rest period time.

Please advise whether the LWDA intends to investigate these allegations. If we do not receive a timely notice that the LWDA intends to do so, Ms. Gonzalez will proceed to seek civil penalties under Labor Code Section 2699 in the civil lawsuit she has filed against Bliss and Vertis in the Monterey County Superior Court.

Very truly yours,

KARASIK LAW FIRM

s/ Gregory N. Karasik
Gregory N. Karasik

cc: Bliss Solutions, LLC
109 Berkeley Way, Apt A
Santa Cruz, CA 95062
Via Certified Mail

Vertis Partners, LLC
1176 Shoreline Dr.
San Mateo, CA 94404
Via Certified Mail

EXHIBIT 3

KARASIK LAW FIRM

16021 Aiglon St.
Pacific Palisades, CA 90272
Tel. (310) 463-9761
greg@karasiklawfirm.com

May 19, 2023

Labor and Workforce Development Agency
Department of Industrial Relations
Online Filing

Re: Amended California Labor Code §2699 Letter
LWDA Case No. LWDA-CM-955002-23

Aggrieved Employee: Maria Guadalupe Yanez Gonzalez
Employers: Bliss Solutions, LLC and King City DBW, LLC dba Vertis

Aggrieved Employee Maria Guadalupe Yanez Gonzalez, having designated an employer in her Notice Letter dated May 15, 2023 by the incorrect name of VERTIS PARTNERS, LLC, and having discovered the true name of that employer to be KING CITY DBW, LLC dba VERTIS, hereby amends that Notice Letter by substituting the true name for the incorrect name wherever it appears in the Notice Letter.

A copy of this Amended Notice Letter along with the original Notice Letter dated May 15, 2023 shall be sent by certified mail to the incorrectly named employer.

Very truly yours,

KARASIK LAW FIRM

s/ Gregory N. Karasik
Gregory N. Karasik

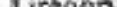
cc: King City DBW, LLC dba Vertis
100 Don Bates Way
King City, CA, 93930
Via Certified Mail

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I served the document described as **SECOND AMENDED COMPLAINT** on the interested parties in this action listed below or on the attached service list as follows:

SERVICE LIST

Attorneys for Plaintiff


Gregory N. Karasik