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Superior Court of California
County of Los Angeles
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David W. Slayton, Executive Officer / Clerk of Court
By: M. Arellanes Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MICHELA SOLIS, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

BUDEE, INC., a California Corporation;
DRIVEN DELIVERIES, INC., a Nevada
Corporation; STEM HOLDINGS, INC., a
Nevada Corporation; and DOES 1 through
100,

Defendants.

CASE NO. 23STCV19509

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

- (1) FAILURE TO PAY ALL OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- (2) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, AND 1197);**
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (4) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (5) FAILURE TO REIMBURSE
NECESSARY BUSINESS
EXPENDITURES (LABOR CODE
§§ 2802, 2804)**
- (6) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226 *et seq.*;**
- (7) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (8) UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and**
- (9) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Michela Solis (“Plaintiff”), on behalf of herself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Budee, Inc., a California Corporation, Driven Deliveries, Inc., a Nevada
4 Corporation, Stem Holdings, Inc., a Nevada Corporation, and DOES 1 through 100, inclusive
5 (collectively “Defendants”), and on information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
8 action for recovery of unpaid wages, penalties, and unreimbursed expenses under California
9 Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1197, 1198, 2802,
10 2804, and 2698 *et seq.*, California Business and Professions Code § 17200 *et. seq.* (“Unfair
11 Competition Law”), and Industrial Welfare Commission Wage Order 7 (“Wage Order 7”) in
12 addition to seeking declaratory relief, injunctive relief, and restitution. This Complaint is brought
13 pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
14 Defendants’ violations of the California Labor Code because the amount in controversy exceeds
15 this Court’s jurisdictional minimum.

16 **VENUE**

17 2. Venue is proper in this judicial district pursuant to California Code of Civil
18 Procedure §§ 395(a) and 395.5, as Defendants’ principal place of business is located in Los
19 Angeles County. Defendants own, maintain offices, transact business, have an agent or agents
20 within Los Angeles County, and/or otherwise are found within the Los Angeles County, and
21 Defendants are within the jurisdiction of this Court for purposes of service of process.

22 **THE PARTIES**

23 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
24 Plaintiff was, and currently is, a California resident. During the four years immediately preceding
25 the filing of the Complaint in this action, and within the statute of limitations periods applicable
26 to each cause of action pled herein, Defendants employed Plaintiff as a non-exempt employee in
27 Los Angeles County. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
28 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed

1 to her by California Labor Code §§ 226.7, 510, 512, 516, 558, 1182.12, 1194, 1197, 1198, 2802,
2 2804, and 2698 *et seq.*, California Business and Professions Code § 17200 *et. seq.*, and Wage
3 Order 7 which sets employment standards for the mercantile industry.

4 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
5 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
6 continue to do) business within Los Angeles County by operating a cannabis delivery service,
7 and employed Plaintiff and other, similarly situated non-exempt employees within Los Angeles
8 County and the state of California and, therefore, were (and are) doing business in Los Angeles
9 County and the State of California.

10 5. Plaintiff does not know the true names or capacities, whether individual, partner,
11 or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said
12 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
13 further amend this action when such true names and capacities are discovered. Plaintiff is
14 informed and believes, and based thereon alleges, that each of said fictitious defendants, whether
15 individual, partner, or corporate, were responsible in some manner for the acts and omissions
16 alleged herein, and proximately caused Plaintiff and the Classes (as defined herein) to be subject
17 to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

18 6. Plaintiff is informed and believes, and thereon alleges, that all Defendants,
19 however designated whether by real or fictitious name, were and are in some manner responsible
20 for the events, happenings, occurrence and instrumentalities upon and about which this action is
21 made. At all relevant times mentioned herein, Defendants were and are the employers of Plaintiff
22 and all similarly situated employees.

23 7. Plaintiff is further informed and believes, and thereon alleges, that each of the
24 Defendants herein, whether designated by real or fictitious name, are, and at all times relevant
25 hereto, were, the agents servants, and employees and hirelings of each of the co-Defendants, as
26 well as the agents of all Defendants, and in doing things and acts herein alleged and complained
27 of or in failing to do that which they should have done, were acting within the scope of
28 employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified

each and every one of the acts or omissions alleged herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the Classes.

GENERAL FACTUAL ALLEGATIONS

9. Defendants operate a cannabis delivery service throughout California. Defendants employed Plaintiff as a non-exempt driver from approximately July 2022 to approximately June 28, 2023. Plaintiff's job duties included driving and delivering cannabis products to customers on demand. Unless otherwise stated, all allegations contained herein occurred during Plaintiff's employment with Defendants.

10. Defendants failed to provide Plaintiff and other non-exempt employees with timely 30-minute meal periods commencing before the end of the fifth hour of work. Specifically, Defendants failed to schedule any meal periods throughout the day. Instead, Defendants required drivers to request approval from a dispatcher (and wait for approval to be granted) prior to taking a meal period. Defendants also required Plaintiff and other non-exempt employees to finish the orders in their queue before beginning their meal period. This led to Defendants regularly failing to provide a meal period to Plaintiff and other non-exempt employee before the end of the fifth hour of work. Plaintiff and other non-exempt employees regularly began their shift at 7:30 a.m., often working until 7:30 p.m. On occasions when Plaintiff and other non-exempt employees worked in excess of 10.0 hours in a workday, Defendants failed to provide a second, 30-minute meal period before the end of the tenth hour of work. Defendants also failed to provide Plaintiff and other non-exempt employees with an additional hour of premium pay for each workday in which a meal period violation occurred, as required by Labor Code § 226.7.

11. Defendants failed to pay all wages owed to Plaintiff and other non-exempt employees due to Defendants' practice of requiring employees to clock out for their meal periods and continue taking deliveries when demand was high. In each of these instances, Plaintiff and

1 other non-exempt employees were not paid all overtime and minimum wages owed. *See*
2 *Kaanaana v. Barrett Business Services, Inc.* (2018) 29 Cal.App.5th 778, 808 (holding that
3 requiring employees to work through any portion of meal period entitles them to payment for
4 actual time worked as well as an additional hour of pay for the meal period premium).

5 12. Plaintiff and other non-exempt employees were also not authorized and permitted
6 to take a rest period for every four hours worked (or major fraction thereof) due to Defendants'
7 unlawful rest period policies/practices. Specifically, Defendants failed to schedule any rest
8 periods throughout the workday and regularly failed to provide Plaintiff and other non-exempt
9 employees with a reasonable opportunity to take rest periods due to the demands of the job. On
10 occasions when Plaintiff was able to take a rest period, those breaks were frequently interrupted
11 as Plaintiff was required to monitor her phone in case a delivery was scheduled – which she would
12 then be required to complete within a limited amount of time. Defendants also failed to provide
13 Plaintiff and other non-exempt employees with an additional hour of premium pay for each
14 workday in which a rest period violation occurred, as required by Labor Code § 226.7.

15 13. Defendants also required Plaintiff and other non-exempt employees to use their
16 personal cellular phones for work. Specifically, Defendants required employees to use their
17 personal cellular phones to download the “Budee Go” app to receive orders, communicate with
18 supervisors and dispatchers, track and manage deliveries, and to clock in and out of shifts.
19 However, Defendants never reimbursed Plaintiff for a reasonable portion of her cellular phone
20 expenses, as mandated by Labor Code § 2802. *See also Cochran v. Schwan's Home Service, Inc.*
21 (2014) 228 Cal.App.4th 1137, 1144 (holding that an employer must reimburse a reasonable
22 portion of an employee’s cell phone bill when its use is necessary for the job).

23 14. As a result of Defendants’ failure to pay all overtime wages, minimum wages, and
24 meal and rest period premiums, Defendant maintained inaccurate payroll records, issued
25 inaccurate wage statements, and failed to pay all final wages to Plaintiff and other non-exempt
26 employees upon their separation of employment.

27 **CLASS ACTION ALLEGATIONS**

28 15. **Class Definitions:** Plaintiff brings this action on behalf of herself and the

1 following Classes pursuant to Code of Civil Procedure § 382:

- 2 a. The Overtime Class consists of all Defendants' current and former non-exempt
3 employees in California who worked more than 8.0 hours per day and/or 40.0
4 hours per workweek and were subject to Defendants' meal period policies and/or
5 practices, during the four years immediately preceding the filing of this action
6 through the present.
- 7 b. The Minimum Wage Class consists of all Defendants' current and former non-
8 exempt employees in California who were subject to Defendants' meal period
9 policies and/or practices, during the four years immediately preceding the filing of
10 this action through the present.
- 11 c. The Meal Period Class consists of all Defendants' current and former non-exempt
12 employees in California who: (i) worked at least one shift in excess of 5.0 hours
13 without a recorded meal period of at least 30 minutes commencing prior to the end
14 of the fifth hour of work; or (ii) worked at least one shift in excess of 10.0 hours
15 without a recorded second meal period of at least 30 minutes commencing prior to
16 the end of the tenth hour of work, during the four years immediately preceding the
17 filing of this action through the present.
- 18 d. The Rest Period Class consists of all Defendants' current and former non-exempt
19 employees in California who worked at least one shift in excess of 3.5 hours,
20 during the four years immediately preceding the filing of this action through the
21 present.
- 22 e. The Expense Reimbursement Class consists of all Defendants' current and former
23 non-exempt employees in California who were not reimbursed for the use of their
24 personal cell phone, during the four years immediately preceding the filing of this
25 action through the present.
- 26 f. The Wage Statement Class consists of all members of the (i) Overtime Class;
27 (ii) Minimum Wage Class; (iii) Meal Period Class; and/or (iv) Rest Period Class,
28

who received a wage statement from Defendants during the one year immediately preceding the filing of the action through the present.

- g. The Waiting Time Class consists of all members of the (i) Overtime Class; (ii) Minimum Wage Class; (iii) Meal Period Class; and/or (iv) Rest Period Class, who separated their employment from Defendants during the three years immediately preceding the filing of the action through the present.

16. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the Classes numbers greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

17. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

- i. Whether Defendants lawfully paid for all overtime hours worked to members of the Overtime Class pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198;
- ii. Whether Defendants lawfully paid all minimum wages for all hours worked to members of the Minimum Wage Class pursuant to Labor Code §§ 1182.12, 1194, 1194.2 and 1197;
- iii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class;
- iv. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class;
- v. Whether Defendants provided meal and/or rest period premium payments for non-compliant meal and/or rest periods;

- 1 vi. Whether Defendants failed to reimburse members of the Expense Reimbursement
2 Class for all necessary business expenses;
- 3 vii. Whether Defendants furnished legally compliant wage statements to members of
4 the Wage Statement; and
- 5 viii. Whether Defendants' policies and/or practices for the timing and payment of final
6 wages to members of the Waiting Time Class were unlawful.

7 18. **Predominance of Common Questions:** Common questions of law and fact
8 predominate over questions that affect only individual members of the Classes. The common
9 questions of law set forth above are numerous and substantial and stem from Defendants' policies
10 and/or practices applicable to each individual class member, such as Defendants' overtime,
11 minimum wage, meal and rest period, and reimbursement policies/practices. As such, the
12 common questions predominate over individual questions concerning each individual class
13 member's showing as to his or her eligibility for recovery or as to the amount of his or her
14 damages.

15 19. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
16 Plaintiff, like the members of the Classes, was employed by Defendants in California during the
17 applicable statute of limitations period and was not paid all wages, provided all legally required
18 meal and rest periods, reimbursed for her personal cell phone use, did not receive accurate,
19 compliant wage statements, and was not paid all final wages owed at the time of separation of
20 employment.

21 20. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
22 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
23 Plaintiff's attorneys are ready, willing, and able to represent the members of the Classes and
24 Plaintiff fully and adequately. Plaintiff's attorneys have prosecuted and defended numerous wage
25 and hour class actions in state and federal courts in the past, and are committed to vigorously
26 prosecuting this action on behalf of the members of the Classes.

27 21. **Superiority:** The California Labor Code is broadly remedial in nature and serves
28 an important public interest in establishing minimum working conditions and standards in

California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws, and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee was required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified herein are maintainable under Code of Civil Procedure § 382.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

22. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

23. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198, which provide that non-exempt employees are entitled to all overtime wages and

1 compensation for hours worked, and provide a private right of action for the failure to pay all
2 overtime compensation for overtime work performed.

3 24. At all times relevant herein, Defendants were required to properly compensate
4 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime
5 hours worked pursuant to Labor Code § 1194 and Wage Order 7. Wage Order 7, § 3 requires an
6 employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay”
7 for work in excess of eight hours per workday and/or in excess of forty hours of work in the
8 workweek. Wage Order 7, § 3 also requires an employer to pay an employee double the
9 employee’s regular rate of pay for work in excess of twelve hours each work day and/or for work
10 in excess of eight hours on the seventh consecutive day of work in the workweek. Defendants
11 caused Plaintiff to work overtime hours, but did not compensate Plaintiff or members of the
12 Overtime Pay Class at one and one-half times their regular rate of pay for such hours or double
13 their regular rate of pay for those hours worked in excess of 12 hours in a single workday.

14 25. The foregoing policies and practices alleged herein are unlawful and create
15 entitlement to recovery by Plaintiff and the members of the Overtime Class in a civil action for
16 the unpaid amount of overtime wages, including interest thereon, statutory penalties, civil
17 penalties, attorneys’ fees, and costs of suit according to California Labor Code §§ 204, 210, 216,
18 510, 558, 1194, and 1198; and Code of Civil Procedure § 1021.5.

19 **SECOND CAUSE OF ACTION**

20 **MINIMUM WAGE VIOLATIONS**

21 **(AGAINST ALL DEFENDANTS)**

22 26. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

23 27. Wage Order 7, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
24 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
25 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
26 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
27 attorneys’ fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
28 wages and interest accrued thereon.

1 28. At all relevant times herein, Defendants failed to conform their pay practices to
2 the requirements of the law by failing to compensate Plaintiff and members of the Minimum
3 Wage Class for all hours worked including, but not limited to, all hours they were subject to the
4 control of Defendants and/or suffered or permitted to work under the California Labor Code and
5 Wage Order 7.

6 29. California Labor Code § 1198 makes unlawful the employment of an employee
7 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
8 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
9 those employees the unpaid balance of the unpaid wages as well as liquidated damages in an
10 amount equal to the wages due and interest thereon.

11 30. As a direct and proximate result of Defendants' unlawful conduct as alleged
12 herein, Plaintiff and the Minimum Wage Class have sustained economic damages including, but
13 not limited to, unpaid wages and lost interest, in an amount to be established at trial, and are
14 entitled to recover economic and statutory damages and penalties and other appropriate relief as
15 a result of Defendants' violations of the California Labor Code and Wage Order 7.

16 31. The foregoing practices and policies are unlawful and create an entitlement to
17 recovery by Plaintiff and the members of the Minimum Wage Class in a civil action for the unpaid
18 amount of minimum wages owing, including interest thereon, liquidated damages, statutory and
19 civil penalties, attorney's fees, and costs of suit according to California Labor Code §§ 204, 558,
20 1194, 1197, and 1198, Wage Order 7, and Code of Civil Procedure § 1021.5

21 **THIRD CAUSE OF ACTION**

22 **MEAL PERIOD VIOLATIONS**

23 **(AGAINST ALL DEFENDANTS)**

24 32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 failed in their affirmative obligation to provide all of their non-exempt employees in California,
27 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
28 in accordance with the mandates of the California Labor Code and Wage Order 7, § 11. Despite

1 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
2 of the Meal Period Class at their respective regular rates of pay, in accordance with California
3 Labor Code §§ 204, 210, 226.7, and 512.

4 34. As a result, Defendants are responsible for paying premium compensation for meal
5 period violations pursuant to Labor Code §§ 226.7, 512, 558, and 1198, and Wage Order 7,
6 including interest thereon, statutory penalties, civil penalties, and costs of suit.

7 **FOURTH CAUSE OF ACTION**

8 **REST PERIOD VIOLATIONS**

9 **(AGAINST ALL DEFENDANTS)**

10 35. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

11 36. Wage Order 7, § 12 and California Labor Code §§ 226.7, 516, 558, and 1198
12 establish the right of employees to be authorized and permitted to take a paid rest period of at
13 least ten (10) minutes net rest time for each four (4) hour period worked, or major fraction thereof.

14 37. As alleged herein, Defendants failed to authorize and permit Plaintiff and members
15 of the Rest Period Class to take all required and legally compliant rest periods, and failed to pay
16 rest period premium wages when rest periods were not authorized and permitted.

17 38. The foregoing violations create an entitlement to recovery by Plaintiff and
18 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
19 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
20 to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

21 **FIFTH CAUSE OF ACTION**

22 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

23 **(AGAINST ALL DEFENDANTS)**

24 39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25 40. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
26 states that "an employer shall indemnify his or her employees for all necessary expenditures or
27 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
28 his or obedience to the directions of the employer."

1 41. At all relevant times herein, Defendants were subject to Labor Code § 2804, which
2 states that “any contract or agreement, express or implied, made by any employee to waive the
3 benefits of this article or any part thereof, is null and void, and this article shall not deprive any
4 employee or his personal representative of any right or remedy to which he is entitled under the
5 laws of this State.”

6 42. As a proximate result of Defendants’ policies and/or practices in violation of Labor
7 Code §§ 2802 and 2804, and Wage Order 7 § 9, Plaintiff and members of the Classes were
8 damaged in sums, which will be shown according to proof.

9 43. Plaintiff and members of the class are entitled to attorney’s fees and costs of suit
10 pursuant to Labor Code § 2802(c) for bringing this action. Pursuant to Labor Code § 2802(b), any
11 action brought for the reimbursement of necessary expenditures carries interest at the same rate
12 as judgments in civil actions. Thus, Plaintiff is entitled to interest, which shall accrue from the
13 date on which Plaintiff incurred the necessary expenditure.

14 **SIXTH CAUSE OF ACTION**
15 **WAGE STATEMENT VIOLATIONS**
16 **(AGAINST ALL DEFENDANTS)**

17 44. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

18 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
20 and the Wage Statement Class with accurate and complete itemized wage statements that
21 included, among other requirements, all meal and rest period premium wages earned, in violation
22 of Labor Code § 226.

23 46. Defendants’ failure to furnish Plaintiff and members of the Wage Statement Class
24 with complete and accurate itemized wage statements resulted in actual injury, as said failures led
25 to, among other things, all overtime wages, minimum wages, meal and rest period premium
26 wages, and deprived them of the information necessary to identify the discrepancies in
27 Defendants’ reported data.

28 47. Defendants’ failures create an entitlement to recovery by Plaintiff and members of

1 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
2 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
3 costs of suit according to California Labor Code § 226 *et seq.*

4 **SEVENTH CAUSE OF ACTION**

5 **WAITING TIME PENALTIES**

6 **(AGAINST ALL DEFENDANTS)**

7 48. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

8 49. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
9 an employer to pay all wages earned immediately at the time of separation of employment in the
10 event the employer discharges the employee, or if the employee provides at least 72 hours of
11 notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of
12 his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon
13 said employee's last date of employment.

14 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
16 at the time of their separation including, among other things unpaid overtime wages, minimum
17 wages, meal and rest period premium wages. Further, Plaintiff is informed and believes, and based
18 thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay
19 members of the Waiting Time Class all earned wages at the end of employment in a timely manner
20 pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages
21 was willful within the meaning of Labor Code § 203.

22 51. Defendants' willful failure to timely pay Plaintiff and members of the Waiting
23 Time Class all earned wages upon separation from employment results in a continued payment
24 of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and
25 members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203,
26 plus reasonable attorneys' fees and costs of suit.

1 **EIGHTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

4 52. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 53. Defendants have engaged and continue to engage in unfair and/or unlawful
6 business practices in California in violation of California Business and Professions Code § 17200
7 *et seq.*, by failing to provide Plaintiff and the Classes lawful meal periods and failing to authorize
8 and permit Plaintiff and the Classes lawful rest periods.

9 54. Defendants' utilization of these unfair and/or unlawful business practices deprived
10 Plaintiff and continues to deprive members of the Classes of compensation to which they are
11 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
12 over Defendants' competitors who have been and/or are currently employing workers and
13 attempting to do so in honest compliance with applicable wage and hour laws.

14 55. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
15 herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of
16 monies, as necessary and according to proof, to restore all monies withheld, acquired and/or
17 converted by the Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

18 56. The acts complained of herein occurred within the last four years immediately
19 preceding the filing of the Complaint in this action.

20 57. Plaintiff was compelled to retain the services of counsel to file this court action to
21 protect Plaintiff's interests and those of the Class, to obtain restitution, to secure injunctive relief
22 on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting
23 the public interest. Plaintiff thereby incurred the financial burden of attorneys' fees and costs,
24 which Plaintiff is entitled to recover under Code of Civil Procedure § 1021.5.

25 **NINTH CAUSE OF ACTION**

26 **PRIVATE ATTORNEYS GENERAL ACT**

27 **(AGAINST ALL DEFENDANTS)**

28 58. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

59. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee pursuant to Labor Code § 210 for each failure to pay each employee; (2) \$50.00 for each initial violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay Plaintiff and other aggrieved employees all overtime compensation earned in violation of Labor Code §§ 204, 510, 558, 1194 and 1198;
- b. Failing to pay Plaintiff and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
- c. Failing to provide meal periods as required by law and failing to pay meal period premiums to Plaintiff and other aggrieved employees at these employees’ respective regular rates of compensation for meal period violations in violation of Labor Code §§ 226.7, 512, and 558;
- d. Failing to authorize and permit Plaintiff and other aggrieved employees to take all lawful rest periods to which they are entitled, and failing to pay rest period premiums to Plaintiff and other aggrieved employees at these employees’ respective regular rates of compensation for rest period violations in violation of Labor Code §§ 226.7, 516, and 558;
- e. Failing to reimburse Plaintiff and other aggrieved employees for all work-related

expenses incurred in violation of Labor Code §§ 2802 and 2804;

f. Failing to furnish Plaintiff and other aggrieved employees with accurate and compliant itemized wage statements in violation of Labor Code § 226;

g. Failing to timely pay all final wages due to Plaintiff and other aggrieved employees in violation of Labor Code §§ 201-203;

h. Failing to maintain accurate records on behalf of Plaintiff and aggrieved employees in violation of Labor Code §§ 558 and 1174; and

i. Failing to pay Plaintiff and other aggrieved employees all wages earned at least twice during each calendar month in violation of Labor Code § 204.

60. On August 16, 2023 and August 29, 2023, Plaintiff notified Defendants, via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via e-mail of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified herein. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

61. Based on the foregoing, Plaintiff seeks to represent herself and all other Aggrieved Employees, as defined by Labor Code § 2699(c), which includes all of Defendants’ current and former nonexempt employees who worked for Defendants in California at any time between August 16, 2022, and the present.

62. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other similarly aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is entitled to receive under California Labor Code § 2699.

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;

2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;
4. Upon the First Cause of Action for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
5. Upon the Second Cause of Action, for payment of minimum wages, liquidated damages, and penalties owed according to proof pursuant to Labor Code §§ 558, 1182.12, 1194, 1194.2 and 1197;
6. Upon the Third Cause of Action for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
8. Upon the Fifth Cause of Action for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 2802 and 2804;
9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 226 *et seq.*;
10. Upon the Seventh Cause of Action for statutory waiting time penalties pursuant to Labor Code § 201-203;
11. Upon the Eighth Cause of Action for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of California Business and Professions Code § 17200 *et seq.*;
12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee pursuant to Labor Code § 210 for each failure to pay each employee; (2) \$50.00 for each initial violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation pursuant to Labor Code § 226.3 per employee per

1 pay period; and/or (5) \$100.00 for each initial violation per employee per pay period for those
2 violations of the Labor Code for which no civil penalty is specifically provided, based on the
3 violations of Labor Code sections cited in Paragraph 59 (a)-(i) above;

4 13. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code
5 § 218.6, and Civil Code §§ 3287 and 3289;

6 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code
7 §§ 218.5, 1194 *et seq.*, 2698 *et seq.*, and Code of Civil Procedure § 1021.5; and

8 15. For such other and further relief the Court may deem just and proper.

9
10 Dated: October 23, 2023

Respectfully submitted,
HAINES LAW GROUP, APC

11 By:



Fletcher W. Schmidt
Attorney for Plaintiff

12
13 **DEMAND FOR JURY TRIAL**

14 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

15
16 Dated: October 23, 2023

Respectfully submitted,
HAINES LAW GROUP, APC

17 By:



Fletcher W. Schmidt
Attorney for Plaintiff