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Attorneys for Plaintiff and the Aggrieved Employees

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

WILLIEMAE MAMSAANG,
Individually, and on Behalf of all
Aggrieved Employees,

Plaintiff,

vs.

TOLUCA LAKE COLLECTIVE, INC.,
a California Corporation; and DOES 1
to 10, inclusive,

Defendants.

CASE NO.: 24STCV04162

**COMPLAINT FOR PENALTIES
FOR VIOLATION OF LABOR
CODE §§ 2698, et seq. (Private
Attorneys General Act of 2004)**

Plaintiff WILLIEMAE MAMSAANG (“Plaintiff”) on behalf of herself and all current and former aggrieved employees, hereby files this complaint against defendant TOLUCA LAKE COLLECTIVE, INC. (“TLC”), and DOES 1 to 10, inclusive (collectively, “Defendants”). Plaintiff is informed and believes, and on the basis of that information and belief, alleges as follows:

INTRODUCTION

1. This representative action is brought pursuant to Labor Code §§ 2698, et seq. (the Private Attorneys General Act of 2004 or the “PAGA”) for Defendants’

1 violations of, *inter alia*, Labor Code §§ 201-203, 226, 226.3, 226.7, 512, 558 and
2 1174 for penalties, attorneys' fees and costs, and prejudgment interest (this second
3 amended complaint is hereinafter referred to as the "PAGA Complaint").

4 2. This PAGA Complaint challenges Defendants' systemic illegal
5 employment practices, resulting in violations of the PAGA.

6 **JURISDICTION AND VENUE**

7 3. Venue as to each Defendants is proper in this judicial district, pursuant to
8 Code of Civil Procedure section 395. Defendants TLC and/or DOES own and operate
9 fabrication and distribution sites, warehouses, facilities, employ hourly employees,
10 conduct business, and commit Labor Code violations within Los Angeles County, and
11 each Defendants and/or DOE is within the jurisdiction of this Court for service of
12 process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
13 those similarly situated within the State of California and within Los Angeles County,
14 as Defendants TLC and/or DOES employ numerous aggrieved employees in Los
15 Angeles County.

16 **PARTIES**

17 4. Plaintiff is a resident of San Jose, California. At all relevant times herein,
18 she was employed by Defendants TLC and/or DOES, from approximately January 3,
19 2023 to August 11, 2023 as a Non-Exempt Employee at TLC in Los Angeles,
20 California. Throughout her employment with TLC and/or DOES, Plaintiff was
21 employed in a non-exempt capacity as an hourly, Human Resource Coordinator.

22 5. Defendants TLC and/or DOES are engaged in the ownership and
23 operation of a marijuana dispensary for customers located within Los Angeles
24 County. During the liability period, Defendants TLC and/or DOES employed Plaintiff
25 and similarly situated persons as TLC Non-Exempt Employees within California. On
26 information and belief, each of the Defendants and/or DOES is conducting business in
27 good standing in California.

28 6. TLC's and/or DOES' principal place of business is in the State of

1 California.

2 7. Defendants TLC and/or DOES are engaged in the ownership and
3 operation of a marijuana dispensary for customers located within Los Angeles
4 County. During the liability period, Defendants TLC and/or DOES employed Plaintiff
5 and similarly situated persons as TLC Non-Exempt Employees within California. On
6 information and belief, each of the Defendants and/or DOES is conducting business in
7 good standing in California.

8 8. California is the nerve center of TLC's and/or DOES' operations.

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

18 10. Plaintiff is informed and believes, and based thereon alleges, that each
19 Defendants and/or DOES acted in all respects pertinent to this action as the agent of
20 the other Defendants and/or DOES, carried out a joint scheme, business plan or policy
21 in all respects pertinent hereto, and the acts of each Defendants and/or DOE are
22 legally attributable to the other Defendants and/or DOES.

23 11. At all times herein mentioned, Defendants, and each of them, were
24 agents, partners, joint venturers, representatives, servants, employees, successors-in-
25 interest, co-conspirators and assigns, each of the other, and at all times relevant hereto
26 were acting within the course and scope of their authority as such agents, partners,
27 joint venturers, representatives, servants, employees, successors, co-conspirators and
28 assigns, and that all acts or omissions alleged herein were duly committed with

1 ratification, knowledge, permission, encouragement, authorization and consent of
2 each defendant designated herein.

3 12. As such, and based upon all the facts and circumstances incident to
4 Defendants' business and unlawful conduct in California, Defendants are subject to,
5 *inter alia*, the PAGA and Labor Code §§ 201-203, 226, 226.3, 226.7, 512, 558 and
6 1174.

7 **CAUSE OF ACTION**
8 **VIOLATION OF THE PAGA**
9 **(Against All Defendants)**

10 13. Plaintiff reallege and incorporate by reference all previous paragraphs of
11 this PAGA Complaint as though fully set forth herein.

12 14. The PAGA expressly establishes that any provision of the California
13 Labor Code which provides for a penalty to be assessed and collected by the Labor
14 and Workforce Development Agency (the "LWDA"), or any of its departments,
15 divisions, commissions, boards, agencies or employees for a violation of the
16 California Labor Code, may be recovered through a civil action brought by an
17 aggrieved employee on behalf of himself or herself, and other current or former
18 employees.

19 15. On October 30, 2023, Plaintiff provided written notice to the LWDA and
20 TLC of the specific provisions of the Labor Code Plaintiff contends were violated,
21 and the theories supporting her contentions. To date, Plaintiff has not received a
22 response from the LWDA.

23 16. Plaintiff herein was a non-exempt employee and is an "aggrieved
24 employees" as defined by California Labor Code § 2699(c) in that she is a former
25 employee of TLC, and one or more of the alleged violations was committed against
26 her.

27 **Failure to Provide Meal Periods and Rest Breaks**

28 17. In accordance with the mandates of Labor Code § 226.7, and 512, TLC

1 and/or DOES was required to authorize and permit Plaintiff and the Aggrieved
2 Employees to take a 10-minute rest break for every four hours worked or major
3 fraction thereof, and were further required to provide them with a 30-minute meal
4 period for every five hours worked.

5 18. During the liability period, and as a pattern and practice, TLC and/or
6 DOES failed to provide Plaintiffs and the Aggrieved Employees with legally-
7 mandated meal periods and rest breaks and failed to pay proper compensation for
8 these violations.

9 19. During the liability period, Defendants TLC and/or DOES have had a
10 consistent policy of requiring Non-Exempt Employees within the State of California,
11 including Plaintiff, to work through meal periods and work at least five (5) hours
12 without a meal period and failing to pay such employees one (1) hour of pay at the
13 employees' regular rate of compensation for each workday that the meal period is not
14 provided, or other compensation, as required by California's state wage and hour laws.

15 20. During the liability period, Defendants TLC and/or DOES did not have a
16 policy of allowing the Non-Exempt Employees working shifts of 10 or more hours in
17 a day to take a second meal period of not less than 30 minutes as required by the
18 applicable Wage Orders of the Industrial Welfare Commission (the applicable "IWC
19 Wage Orders").

20 21. During the liability period, Defendants TLC and/or DOES have had a
21 consistent policy of requiring Non-Exempt Employees within the State of California,
22 including Plaintiff, to work over 10 hours without providing an additional,
23 uninterrupted meal period of 30 minutes and failing to pay such employees one (1)
24 hour of pay at the employees' regular rate of compensation for each workday that the
25 meal period is not provided, or other compensation, as required by California's state
26 wage and hour laws.

27 22. During the liability period, Defendants TLC and/or DOES have had a
28 consistent policy of requiring Non-Exempt Employees within the State of California,

1 including Plaintiff, to work for over four hours, or a major fraction thereof, without a
2 10-minute rest period and failing to pay such employees one (1) hour of pay at the
3 employees' regular rate of compensation for each workday that the rest period is not
4 provided, or other compensation, as required by California's state wage and hour laws.

5 23. During the liability period, Defendants TLC and/or DOES did not have a
6 policy of allowing the Non-Exempt Employees working shifts of over 10 hours to take
7 a third rest break of not less than 10 minutes as required by the Wage Orders.

8 24. During the liability period, Defendants TLC and/or DOES had a written
9 meal policy that was not compliant with California law.

10 25. During the liability period, Defendants TLC and/or DOES had a written
11 rest policy that was not compliant with California law.

12 26. Accordingly, Plaintiff and the Aggrieved Employees are entitled to
13 penalties under the PAGA.

14 **Failure to Pay Wages Due Upon Termination or Separation**

15 27. Labor Code §§ 201 and 202 require employers such as TLC to pay their
16 employees all wages due within the time specified by law. California Labor Code
17 § 203 provides that if an employer willfully fails to timely pay such wages, the
18 employer must continue to pay the employee's subject wages until the back wages are
19 paid in full or an action is commenced, up to a maximum of 30 calendar days of
20 wages.

21 28. As alleged *supra*, Plaintiff and certain Aggrieved Employees have each
22 ceased employment with TLC, and at the time of separation, each of the Plaintiffs and
23 those certain Aggrieved Employees were entitled to be paid all wages due for all the
24 hours they worked, but to date, none of the Plaintiffs or these certain Aggrieved
25 Employees have received such compensation.

26 29. More than 30 days have passed since each of the Plaintiff and certain of
27 the Aggrieved Employees have left TLC's employ.

28 30. As a consequence of TLC's conduct in not paying Plaintiff and the

1 Aggrieved Employees compensation for all hours worked, Plaintiff and these
2 Aggrieved Employees are entitled to penalties under the PAGA.

3 **Failure to Provide Complete and Accurate Wage Statements**

4 31. At all times relevant herein, TLC was required to keep *accurate* records
5 relating to Plaintiffs' and the Aggrieved Employees' hours worked and compensation,
6 pursuant to the mandate of Labor Code §§ 226 and 1174(d).

7 32. As a result of TLC's' various Labor Code violations, TLC failed to keep
8 accurate records regarding Plaintiffs and the Aggrieved Employees. TLC failed in its
9 affirmative obligation to keep accurate records regarding Plaintiffs, including, among
10 other things, when the Plaintiffs begin and end each work period, meal period, and
11 total daily hours worked in itemized wage statements, and all deductions from
12 payment of wages, applicable wage rates for each hour worked, and to accurately
13 report total hours worked. Accordingly, Plaintiffs and the Aggrieved Employees are
14 entitled to penalties under the PAGA.

15 **Penalties**

16 33. Pursuant to California Labor Code § 2699, Plaintiff and the Aggrieved
17 Employees request and are entitled to recover from TLC penalties, interest, attorneys'
18 fees and costs.

19 34. Plaintiff and the Aggrieved Employees are entitled to penalties under
20 California Labor Code § 2699, in the amount of a hundred dollars (\$100) for each
21 aggrieved employee per pay period for the initial violation, and two hundred dollars
22 (\$200) for each aggrieved employee per pay period for each subsequent violation.

23 35. Plaintiffs and Aggrieved Employees are entitled to recover penalties
24 under Labor Code § 558 to the extent that a portion of the recovery goes to the State.

25 36. Plaintiffs and Aggrieved Employees also request any and all additional
26 penalties as provided by the PAGA.

27 37. Notwithstanding the forgoing, Plaintiff and the Aggrieved Employees do
28 not, and will not, seek to recover, through this lawsuit, any unpaid or underpaid

wages, meal or rest break premiums, or other victim-specific relief pursuant to Labor Code § 558 on behalf of Plaintiff or the Aggrieved Employees.

PRAYER FOR RELIEF

38. WHEREFORE, Plaintiff, on behalf of herself and the Aggrieved Employees, and pursuant to the PAGA, pray for judgment as follows:

39. Upon the Cause of Action, for penalties pursuant to Labor Code §§ 2698 *et seq.*, for Defendants' violations of, *inter alia*, Labor Code §§ 201-203, 226(a), 226(e), 226.3, 226.7, 512(a), 558 and 1174(d).

40. Upon the Cause of Action, for attorneys' fees and costs pursuant to Labor Code § 2699; and

41. For such other and further relief that the Court may deem just and proper.

DATE: February 17, 2024

BELIGAN LAW GROUP, LLP

By: /s/ Leah M. Beligan

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