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ELECTRONICALLY
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Superior Court of California,
County of San Francisco

03/11/2024
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BY: DAEJA ROGERS
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

PARHAM BARGHCHI, an individual, and in his
representative capacity on behalf of the State of
California, and other aggrieved employees,

Plaintiff

vs.

GOOD LIVING SERVICES INC., a California
corporation, GOOD LIVING MGMT II, INC. dba
Urbana Mission, a California corporation, UGSF,
INC., dba Urbana Geary, a California corporation;
MARTY HIGGINS, an individual, STEPHEN
SUKMAN, an individual, and DOES 1-25,

Defendants.

Case No. **CGC-24-613022**

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

PLAINTIFF PARHAM BARGHCHI ("PLAINTIFF"), an individual, and in his
representative capacity on behalf of the State of California, and fellow current and former
AGGRIEVED EMPLOYEES, defined below, against DEFENDANT GOOD LIVING SERVICES
INC., a California corporation, DEFENDANT MARTY HIGGINS, an individual, DEFENDANT
STEVE SUKMAN, an individual, and DOES 1-25 ("Defendant DOES") ("DEFENDANTS"),

1 alleges on information and belief, except for his own acts and knowledge which are based on
2 personal knowledge, the following:

3 **I. INTRODUCTION**

4 1. PLAINTIFF brings this individual action against DEFENDANTS for engaging in a
5 pattern and practice of wage and hour violations under the California Labor Code.

6 2. PLAINTIFF brings the representative action pursuant to the Private Attorneys
7 General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) the State of California and
8 other current and former AGGRIEVED EMPLOYEES of DEFENDANTS for engaging in a pattern
9 and practice of wage and hour violations under the California Labor Code and seeks recovery of all
10 civil penalties and unpaid wages permitted pursuant to California Labor Code § 2699, *et seq.*

11 3. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
12 decreased their employment-related costs by systematically violating California wage and hour
13 laws.

14 4. DEFENDANT’S systematic pattern of wage and hour and IWC Wage Order
15 violations toward PLAINTIFF and other AGGRIEVED EMPLOYEES in California include, *inter*
16 *alia*:

- 17 a. Failure to pay minimum wages;
- 18 b. Failure to pay overtime;
- 19 c. Failure to provide rest periods;
- 20 d. Failure to provide meal periods;
- 21 e. Failure to provide accurate itemized wage statements;
- 22 f. Failure to reimburse for required business expenses;
- 23 g. Failure to pay wages;
- 24 h. Failure to pay wages upon termination;

25 5. PLAINTIFF reserves the right to name additional representatives throughout the
26 State of California.

27 **II. PARTIES**

1 6. Plaintiff PARHAM BARGHCHI (“PLAINTIFF”), an individual, resided, at all times
2 mentioned in this Complaint, in Contra Costa County.

3 7. Defendant, GOOD LIVING SERVICES INC., a California company, registered with
4 the California Secretary of State as file No. 4079950, that at all relevant times mentioned herein
5 conducted and continues to conduct substantial and regular business throughout California.

6 8. Defendant, GOOD LIVING MGMT II, INC., dba Urbana Mission, a California
7 company, registered with the California Secretary of State as file No. 3846662, that at all relevant
8 times mentioned herein conducted and continues to conduct substantial and regular business
9 throughout California.

10 9. Defendant, UGSF, INC. dba Urbana Geary, a California company, registered with
11 the California Secretary of State as file No. 3778367, that at all relevant times mentioned herein
12 conducted and continues to conduct substantial and regular business throughout California.

13 10. Defendant MARTY HIGGINS is, on information and belief, a California resident
14 and does business in California. Marty Higgins is the Chief Executive Officer of Good Living
15 Services, Inc. On information and belief, at all relevant times, Marty Higgins has been an owner,
16 director, officer, or managing agent of Good Living Services Inc.

17 11. Defendant STEPHEN SUKMAN is, on information and belief, a California resident
18 and does business in California. Steven Sukman is the Chief Financial Officer of Good Living
19 Services, Inc. On information and belief, at all relevant times, Steve Sukman has been an owner,
20 director, officer, or managing agent of Good Living Services Inc.

21 12. Defendant DOES 1-25 (“Defendant DOES”) are persons and/or entities that at all
22 relevant times mentioned herein conducted and continue to conduct substantial and regular business
23 throughout California.

24 13. Each of the fictitiously named DEFENDANTS participated in the acts alleged in this
25 Complaint. The true names and capacities, whether individual, corporate, subsidiary, partnership,
26 associate or otherwise of DEFENDANTS DOES 1 through 25, inclusive, are presently unknown to
27 PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names pursuant to Cal.
28 Civ. Proc. Code. § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true

1 names and capacities of DOES 1 through 25, inclusive, when they are ascertained. PLAINTIFF is
2 informed and believes, and based upon that information and belief alleges, that the DEFENDANTS
3 named in this Complaint, including DOES 1 through 25, inclusive (hereinafter “DEFENDANT”),
4 are responsible in some manner for one or more of the events and happenings that proximately
5 caused the injuries and damages hereinafter alleged.

6 14. DEFENDANTS own, operate, and/or manages cannabis retail facilities in San
7 Francisco County.

8 15. DEFENDANTS employed PLAINTIFF between October 2022, and August 2023, as
9 a consultant budtender and lead budtender at Defendants’ locations in San Francisco and paid on an
10 hourly basis. PLAINTIFF performed work at Urbana Soma, Urbana Geary, and Urbana Mission
11 while employed by DEFENDANTS.

12 **III. JOINT EMPLOYER AND PAGA**

13 16. PLAINTIFF brings the representative action on behalf of the State of California and
14 on behalf of all non-union, non-exempt, individuals paid on an hourly basis who are or previously
15 were employed by DEFENDANTS in California and who suffered one or more Labor Code
16 violations enumerated in Labor Code §§ 2698 *et seq.* (hereinafter “AGGRIEVED EMPLOYEES”)
17 between December 29, 2022, and the present. (“PAGA PERIOD”).

18 17. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code
19 § 2699(c) because he was employed by DEFENDANTS and suffered one or more of the alleged Labor
20 Code violations committed by DEFENDANTS.

21 18. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times
22 were, employees of DEFENDANT, within the meanings set forth in the California Labor Code and
23 the applicable Industrial Welfare Commission Wage Order.

24 19. The Private Attorney General Act (“PAGA”) permits an aggrieved employee to
25 enforce any provision of the California Labor Code that provides for a civil penalty. (*Lab. Code* §
26 2699(a).)

27 20. Section 558 of the California Labor Code provides that “any employer *or other*
28 *person* acting on behalf of an employer who violates, or causes to be violated, a section of this

chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commissions shall be subject to a civil penalty...” (*Lab. Code* § 558(a).)

21. Section 1197.1 of the Labor Code provides that “[a]ny employer *or other person* acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty...” (*Lab. Code* § 1197.1(a).)

22. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have held that a corporate employer’s owners, officers and directors, are subject to civil penalties for the employer’s failure to pay appropriate wages to its employees, and, since liability under either 558 or 1197.1 does not depend on a finding of an alter ego, no alter ego allegations or findings are necessary. *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v. Cjaders Food, Inc.* (2009 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203 Cal.App.4th 1112, 1145-1146.

23. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS, and each of them, are subject to civil penalties for their failure to pay PLAINTIFF and other AGGRIEVED EMPLOYEES the appropriate wages as complained of herein and proximately caused the complaints, injuries, and damages alleged herein.

24. At all relevant times, each DEFENDANT, whether named or fictitious, was the agent, employee or other person acting on behalf of each other DEFENDANT, and, in participating in the acts alleged in this Complaint, acted within the scope of such agency or employment and ratified the acts of the other.

25. Each DEFENDANT, whether named or fictitious, exercised control over PLAINTIFF’S wages, working hours, and/or working conditions.

26. Each DEFENDANT, whether named or fictitious, acted in all respects pertinent to this action as the agent of the other DEFENDANT, carried out a joint scheme, business plan or policy, and the acts of each DEFENDANTS are legally attributable to the other DEFENDANTS.

IV. JURISDICTION AND VENUE

27. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10.

28. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS and DEFENDANTS (i) currently maintain and at all relevant times-maintained offices and facilities in this County, and (ii) committed the wrongful conduct herein alleged in this County against PLAINTIFF.

V. FACTUAL ALLEGATIONS

A. Rest Period Violations

29. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of the nature and constraints of PLAINTIFF and other AGGRIEVED EMPLOYEES job duties, customer influxes, and DEFENDANT's inadequate staffing.

30. For the same reasons PLAINTIFF and other AGGRIEVED EMPLOYEES were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.

31. When DEFENDANTS allowed PLAINTIFF and other AGGRIEVED EMPLOYEES take legally required rest breaks, PLAINTIFF and other AGGRIEVED EMPLOYEES were, from time to time, required to remain on duty.

32. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with one-hour wages *in lieu* thereof. DEFENDANTS and DEFENDANTS' managers denied PLAINTIFF and other AGGRIEVED EMPLOYEES their rest periods.

33. DEFENDANTS from time-to-time, required PLAINTIFF and other AGGRIEVED EMPLOYEES to work at DEFENDANTS' various locations. These practices were systematic and occurred when PLAINTIFF worked shifts at Urbana Geary and Urbana Mission.

34. Specifically, to PLAINTIFF, DEFENDANTS were severely understaffed during his

1 employment. As a result, DEFENDANTS directed PLAINTIFF to forfeit and/or postpone rest
2 periods in order to prioritize customer service. PLAINTIFF was unable to take rest periods because
3 there was often no employee to relieve him, he was stuck performing cashier duties with a line of
4 customers, facilitating promotional events, or answering customer questions during such
5 promotional events. Additionally, PLAINTIFF worked as a lead on Saturdays which resulted in
6 PLAINTIFF forfeiting his breaks in attempts to relieve other employees for their meal and rest
7 periods.

8 35. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
9 required to provide rest periods to PLAINTIFF and other AGGRIEVED EMPLOYEES per every
10 four (4) hours worked or major fraction thereof or provide the employee one (1) hour of pay at the
11 employee's regular rate of compensation for each workday the rest period is not provided. During
12 the entirety of PLAINTIFF'S employment and the PAGA Period, DEFENDANTS required
13 PLAINTIFF and other AGGRIEVED EMPLOYEES to work through rest periods without paying
14 them in accordance with Industrial Wage Orders. As a result, PLAINTIFF and other AGGRIEVED
15 EMPLOYEES forfeited their regular wages by working without compensation at the applicable
16 wage and rates. DEFENDANTS had, and may continue to practice, a uniform policy to not pay
17 PLAINTIFF and other AGGRIEVED EMPLOYEES all rest premiums owed.

18 B. Meal Period Violations

19 36. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
20 work during the meal break during what was scheduled to be PLAINTIFF'S and other
21 AGGRIEVED EMPLOYEES' off-duty meal break due to the nature and constraints of their job
22 duties, commentary from DEFENDANTS' managers, and DEFENDANTS' policies and practices.

23 37. As described above, DEFENDANTS directed PLAINTIFF and other AGGRIEVED
24 EMPLOYEES to postpone or forfeit meal periods in order to perform work for DEFENDANTS.
25 On occasion, DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to take
26 an on-duty meal period and eat while they performed work for DEFENDANTS.

27 38. DEFENDANTS additionally directed PLAINTIFF and other AGGRIEVED
28 EMPLOYEES to clock in and out for their meal periods despite these employees working through

1 most of their meal periods.

2 39. PLAINTIFF repeatedly complained to DEFENDANTS and DEFENDANTS
3 managers that he was unable to take meal and rest periods, but DEFENDANTS always told
4 PLAINTIFF they were “working on it” and discouraged PLAINTIFF’S complaints because
5 everyone was like family there.

6 40. DEFENDANTS from time-to-time, required PLAINTIFF and other AGGRIEVED
7 EMPLOYEES to work at DEFENDANTS’ various locations. DEFENDANTS’ practices were
8 systematic and occurred when PLAINTIFF worked shifts at Urbana Geary and Urbana Mission.

9 41. DEFENDANTS additionally provided meal waivers to employees and required
10 employees to sign it. DEFENDANTS even provided such waivers to employees when shifts
11 exceeded six (6) hours.

12 42. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
13 required to provide meal periods of not less than thirty (30) minutes to PLAINTIFF and other
14 AGGRIEVED EMPLOYEES for each work period of more than five (5) hours, except when that
15 work period is not more than six (6) and validly waived or provide one (1) hour of pay at the
16 employee’s regular rate of compensation. DEFENDANTS required PLAINTIFF and other
17 AGGRIEVED EMPLOYEES to work during the meal break during what was supposed to be off-
18 duty meal break. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited their
19 meal premiums without compensation at the applicable wage and rates. DEFENDANTS had, and
20 may continue to practice, a uniform policy to not pay PLAINTIFF and other AGGRIEVED
21 EMPLOYEES meal periods.

22 43. As a result of DEFENDANT’S inadequate staffing and policies and practices,
23 PLAINTIFF and other AGGRIEVED EMPLOYEES were unable to take thirty (30) minute off-duty
24 meal breaks and were not fully relieved of duty for their meal period. PLAINTIFF and other
25 AGGRIEVED EMPLOYEES were required to perform work as ordered by DEFENDANTS. The
26 nature of the work performed by PLAINTIFF and other AGGRIEVED EMPLOYEES does not
27 qualify for limited and narrowly construed “on-duty” meal period exception. PLAINTIFF and other
28 AGGRIEVED EMPLOYEES therefore forfeited meal breaks without additional compensation and

1 in accordance with DEFENDANT'S policies and practices.

2 C. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations

3 44. During PLAINTIFF'S employment and the PAGA Period, DEFENDANTS failed to
4 accurately pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all hours worked.

5 45. DEFENDANTS required PLAINTIFF and AGGRIEVED EMPLOYEES to perform
6 off-the-clock work which included completing tasks like checking out customers or finish stocking.
7 DEFENDANTS failed to pay PLAINTIFF and other AGGRIEVED EMPLOYEES necessary wages
8 for attending and performing work at DEFENDANT'S direction, request and benefit, while off-the
9 clock. Throughout PLAINTIFF'S and other AGGRIEVED EMPLOYEES' employment and during
10 the PAGA Period, these hours were not accurately recorded during the relevant pay period.

11 46. Specifically, to PLAINTIFF, DEFENDANTS required and authorized PLAINTIFF
12 to work overtime when DEFENDANTS were short-staffed and/or needed shifts covered. However,
13 despite clocking in and out for these overtime shifts, DEFENDANTS failed to accurately pay
14 PLAINTIFF overtime wages. These hours were often completely omitted from PLAINTIFF'S
15 paycheck. On other occasions, DEFENDANTS promised to pay PLAINTIFF and other
16 AGGRIEVED EMPLOYEES' overtime as tips.

17 47. Additionally, and specific to PLAINTIFF, DEFENDANTS directed PLAINTIFF to
18 clock out for his meal period but required PLAINTIFF to run errands for the shop while on his off-
19 duty meal period. For instance, PLAINTIFF was required to clock out for his lunch but then run
20 errands like going to Walgreens to purchase more trash bags or go to purchase office supplies.

21 48. DEFENDANTS directed and directly benefited from the uncompensated off-the-
22 clock work performed by PLAINTIFF and other AGGRIEVED EMPLOYEES. Specifically,
23 DEFENDANTS required and directed PLAINTIFF and other AGGRIEVED EMPLOYEES to clock
24 out prior to working in excess of eight (8) hours in a given day. DEFENDANTS still required these
25 employees to perform work for DEFENDANTS.

26 49. DEFENDANTS controlled the work schedules, duties, protocols, applications,
27 assignments, and employment conditions of PLAINTIFF and other AGGRIEVED EMPLOYEES.
28 DEFENDANTS were able to track the amount of time PLAINTIFF and other AGGRIEVED

1 EMPLOYEES spent working; however, DEFENDANTS failed to document, track, or pay
2 PLAINTIFF and other AGGRIEVED EMPLOYEES all wages earned and owed for all the work
3 they performed, including during off-the-clock work.

4 50. PLAINTIFF and other AGGRIEVED EMPLOYEES were non-exempt employees,
5 subject to the requirements of the California Labor Code. DEFENDANT'S policies and practices
6 deprived PLAINTIFF and other AGGRIEVED EMPLOYEES of all regular wages and overtime
7 wages owed for the off-the-clock work activities.

8 51. DEFENDANTS knew or should have known that PLAINTIFF and other
9 AGGRIEVED EMPLOYEES' off-the-clock work was compensable under the law.

10 52. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited wages due
11 them for all hours worked at DEFENDANTS' direction, control and benefit for the time spent while
12 off-the-clock. DEFENDANTS have a uniform policy and practice to not pay PLAINTIFF and other
13 AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law.

14 53. Moreover, as a result, DEFENDANTS provided PLAINTIFF and other
15 AGGRIEVED EMPLOYEES with a paystub that failed to comply with Cal. Lab. Code § 226 and
16 did not maintain accurate payroll and timekeeping records.

17 D. Unreimbursed Business Expenses

18 54. DEFENDANTS failed to indemnify PLAINTIFF and other AGGRIEVED
19 EMPLOYEES for expenses incurred in direct consequence of discharging work duties.

20 55. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
21 use personal cell phones to discharge work duties but failed to reimburse PLAINTIFF and other
22 AGGRIEVED EMPLOYEES for use and cost of their cell phones.

23 56. DEFENDANTS shifted costs associated with running a business onto PLAINTIFF
24 and other AGGRIEVED EMPLOYEES.

25 57. DEFENDANTS additionally required PLAINTIFF to uber to different retail
26 locations to perform work when these other locations were understaffed. DEFENDANTS promised
27 to reimburse PLAINTIFF for the cost of these uber rides but failed to do so.

1 58. DEFENDANTS did not provide PLAINTIFF or other AGGRIEVED EMPLOYEES
2 with a designated work phone, nor did DEFENDANTS reimburse PLAINTIFF or other
3 AGGRIEVED EMPLOYEES for use of personal cell phone.

4 E. Violations for Untimely Payment of Wages

5 59. Pursuant to California Labor Code section 204, PLAINTIFF and other
6 AGGRIEVED EMPLOYEES are entitled to timely payment of wages during their employment.
7 PLAINTIFF and other AGGRIEVED EMPLOYEES, from time to time, did not receive payment of
8 all wages, including, but not limited to, overtime wages, minimum wages, meal period premium
9 wages, and rest period premium wages within permissible time period and on days designated in
10 advance by the employer as regular paydays.

11 60. Accordingly, DEFENDANTS failed to timely pay PLAINTIFF and other
12 AGGRIEVED EMPLOYEES all wages due and owe on regularly established paydays.

13 F. Inaccurate Itemized Wage Statements

14 61. California Labor Code Section 226 requires an employer to furnish its employees an
15 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3)
16 the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
17 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
18 employee and only the last four digits of the employee's social security number or an employee
19 identification number other than a social security number, (8) the name and address of the legal
20 entity that is the employer and, (9) all applicable hourly rates in effect during the pay period and the
21 corresponding number of hours worked at each hourly rate by the employee

22 62. During PLAINTIFF'S employment and during the PAGA period, PLAINTIFF and
23 other AGGRIEVED EMPLOYEES were not paid meal and rest period premiums and were not paid
24 for all hours worked. DEFENDANTS failed to provide PLAINTIFF and other AGGRIEVED
25 EMPLOYEES with complete and accurate wage statements. DEFENDANT'S paystubs failed to
26 show, among other things, the total hours worked and all applicable hourly rates in effect during the
27 pay period and the corresponding amount of time worked at each hourly rate, correct rates of pay
28 for penalty payments or missed meal and rest periods.

1 63. DEFENDANTS routinely failed to keep, maintain, and store accurate payroll records
2 and provide wage statements that comply with Cal. Lab. Code § 226.

3 64. PLAINTIFF and other AGGRIEVED EMPLOYEES suffered damages as a result of
4 DEFENDANT'S aforementioned violation because they could not promptly and easily determine
5 from the wage statement alone the applicable hourly rate and the corresponding number of hours
6 worked at the applicable hourly rate for this remuneration.

7 65. As a result, DEFENDANTS issued PLAINTIFF and other AGGRIEVED
8 EMPLOYEES with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANT'S
9 violations are knowing and intentional, and were not isolated or due to an unintentional payroll error
10 due to clerical or inadvertent mistake.

11 66. Further, PLAINTIFF requested his personnel file and records under Cal. Lab. Code
12 § 1198.5. To date, DEFENDANTS have failed to provide any documents to PLAINTIFF.
13 Accordingly, PLAINTIFF additionally seeks the \$750 penalty for DEFENDANTS failure to comply
14 with Cal. Lab. Code § 1198.5.

15 **VI. CAUSES OF ACTION**

16 **FIRST CAUSE OF ACTION**

17 For Failure to Pay Minimum Wages
18 (Cal. Lab. Code § 1194, 1194.2, 1197& 1197.1)
19 (Plaintiff Against DEFENDANTS)

20 67. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
21 every allegation set forth above.

22 68. PLAINTIFF brings a claim for DEFENDANTS' willful and intentional violations of
23 California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS'
24 failure to accurately calculate and pay minimum wages to PLAINTIFF.

25 69. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
26 including minimum wage compensation and interest thereon, together with the costs of suit. Cal.
27 Lab. § 1194.2 further establishes an employee's right to liquidated damages in an amount equal to
28 the unpaid minimum wages according to proof at trial.

1 70. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF without
2 regard to the correct amount of time worked. As alleged herein, DEFENDANTS' uniform policy
3 and practice was to unlawfully and intentionally deny payment of wages due to PLAINTIFF for all
4 hours worked and therefore did not receive minimum wage for all hours worked as required by Cal.
5 Lab. Code § 1197.

6 71. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
7 without limitation, as a result of implementing a uniform policy and practice that denied accurate
8 compensation to PLAINTIFF in regard to minimum wages including by failing to compensate
9 PLAINTIFF for time spent working off-the-clock for DEFENDANTS.

10 72. In committing these violations of the California Labor Code, DEFENDANTS
11 inaccurately calculated the amount of time worked and consequently underpaid the actual time
12 worked by PLAINTIFF acted in an illegal attempt to avoid the payment of all earned wages, and
13 other benefits in violation of the California Labor Code, the Industrial Welfare Commission
14 requirements and other applicable laws and regulations.

15 73. PLAINTIFF was paid less for time worked than he was entitled to, constituting a
16 failure to pay minimum wages.

17 74. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
18 PLAINTIFF has suffered and will continue to suffer an economic injury including the use and
19 enjoyment of wages and lost interest on such wages all to his damage in amounts in amounts which
20 are presently unknown to him, and which will be ascertained according to proof at trial.

21 75. DEFENDANTS knew or should have known that PLAINTIFF was under-
22 compensated for his time worked. DEFENDANTS systematically elected, either through intentional
23 malfeasance or gross nonfeasance, to not pay employees for their labor as a matter of uniform
24 corporate policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme
25 by refusing to pay PLAINTIFF the correct wages for their time worked.

26 76. In performing the acts and practices herein alleged in violation of California labor
27 laws, and refusing to compensate PLAINTIFF for all time worked and provide him with the requisite
28 compensation, DEFENDANTS acted and continue to act intentionally, oppressively, and

1 maliciously toward PLAINTIFF with a conscious disregard for his legal rights, or the consequences
2 to him, and with the intent of depriving him of his property and legal rights, and otherwise causing
3 them injury in order to increase company profits at the expense of this employee.

4 77. PLAINTIFF therefore request recovery of all unpaid wages, according to proof,
5 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,
6 in a sum as provided by the California Labor Code and/or other applicable statutes.

7 **SECOND CAUSE OF ACTION**

8 For Failure to Pay Overtime Wages
9 (Cal. Lab. Code §§ 510, 1194, & 1198)
(Plaintiff Against All DEFENDANTS)

10 78. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
11 every allegation set forth above.

12 79. PLAINTIFF brings a claim for DEFENDANTS' willful and intentional violations of
13 the California Labor Code and the Industrial Welfare Commission requirements for
14 DEFENDANTS' failure to pay these employees for all overtime worked, including, work performed
15 in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40)
16 hours in any workweek.

17 80. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public
18 policy, an employer must timely pay its employees for all hours worked.

19 81. Cal. Lab. Code § 510 provides that employees in California shall not be employed
20 more than eight (8) hours per workday and/or more than forty (40) hours per workweek unless they
21 receive additional compensation beyond their regular wages in amounts specified by law.

22 82. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
23 including minimum and overtime compensation and interest thereon, together with the costs of suit.
24 Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours than those
25 fixed by the Industrial Welfare Commission is unlawful.

26 83. PLAINTIFF was required by DEFENDANTS to work for DEFENDANTS and was
27 not paid for all the time they worked, including overtime work.

28 84. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,

1 without limitation, as a result of implementing a uniform policy and practice that failed to accurately
2 record overtime worked employees and denied accurate compensation to PLAINTIFF and the for
3 overtime worked, including, the overtime work performed in excess of eight (8) hours in a workday,
4 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

5 85. In committing these violations of the California Labor Code, DEFENDANTS
6 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
7 PLAINTIFF. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
8 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
9 requirements and other applicable laws and regulations.

10 86. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
11 PLAINTIFF did not receive the correct overtime compensation for his time worked for
12 DEFENDANT.

13 87. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from
14 the overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF.
15 Further, PLAINTIFF is not subject to a valid collective bargaining agreement that would preclude
16 the causes of action contained herein this Complaint.

17 88. DEFENDANTS failed to accurately pay PLAINTIFF overtime wages for the time
18 they worked which was in excess of the maximum hours permissible by law as required by Cal.
19 Lab. Code §§ 510, 1194, & 1198, even though PLAINTIFF was regularly required to work, and did
20 in fact work overtime, and did in fact work overtime as to which DEFENDANTS failed to accurately
21 record and pay as evidenced by DEFENDANT's business records and witnessed by employees.

22 89. PLAINTIFF has suffered and will continue to suffer an economic injury in amounts
23 which are presently unknown to him, and which will be ascertained according to proof at trial.

24 90. DEFENDANTS knew or should have known that PLAINTIFF was
25 undercompensated for his time worked. DEFENDANTS systematically elected, either through
26 intentional malfeasance or gross nonfeasance, to not pay them for their labor as a matter of uniform
27 company policy, practice and procedure, and DEFENDANTS perpetrated this systematic scheme
28 by refusing to pay PLAINTIFF the correct overtime wages for his overtime worked.

1 DEFENDANTS acted and continues to act intentionally, oppressively, and maliciously toward
2 PLAINTIFF with a conscious of and utter disregard for their legal rights, or the consequences to
3 him, and with the despicable intent of depriving him of his property and legal rights, and otherwise
4 causing him injury in order to increase company profits at the expense of this employee.

5 91. Therefore, PLAINTIFF request recovery of overtime wages, according to proof,
6 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,
7 in a sum as provided by the California Labor Code and/or other applicable statutes.

8 **THIRD CAUSE OF ACTION**

9 For Failure to Provide Rest Periods

10 (Cal. Lab. Code §§ 226.7 & 512)

(Plaintiff Against All DEFENDANTS)

11 92. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
12 every allegation set forth above.

13 93. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders requires
14 DEFENDANTS to provide employees all rest periods specified in the applicable Wage Order. These
15 laws and regulations further entitle employees to be paid one additional hour of pay at their regular
16 rate of compensation for each day of denied rest period.

17 94. PLAINTIFF was required to work in excess of four (4) hours without being provided
18 ten (10) minute rest periods. Further and for the same reasons PLAINTIFF was denied his first rest
19 periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours,
20 PLAINTIFF was denied a first and second rest period of at least ten (10) minutes for shifts worked
21 of between six (6) and eight (8) hours. PLAINTIFF was also not provided with one-hour wages in
22 lieu thereof.

23 95. As a result of the staffing practices by DEFENDANTS and their policies,
24 PLAINTIFF was denied their proper rest periods by DEFENDANTS.

25 96. DEFENDANTS violated California Labor Code §§ 226.7 and the applicable IWC
26 Wage Order by failing to compensate PLAINTIFF who were not provided a rest period, in
27 accordance with the applicable Wage Order, one additional hour of compensation at each
28 employee's regular rate of pay for each workday that rest period was not provided.

1 97. As a proximate result of the aforementioned violations, PLAINTIFF has been
2 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
3 penalties, expenses and costs of suit.

4 **FOURTH CAUSE OF ACTION**

5 For Failure to Provide Required Meal Periods

6 (Cal. Lab. Code §§ 226.7& 512)

7 (Plaintiff Against All DEFENDANTS)

8 98. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
9 every allegation set forth above.

10 99. DEFENDANTS failed to provide all legally required off-duty meal breaks to
11 PLAINTIFF as required by the applicable Wage Order and Labor Code. The nature of the work
12 performed by PLAINTIFF does not prevent these employees from being relieved of all of their
13 duties for the legally required off-duty meal periods. As a result of Defendant's policies and
14 practices by DEFENDANT, PLAINTIFF was regularly not fully relieved of duty by
15 DEFENDANTS for their meal periods or required to postpone or forfeit meal periods.

16 100. DEFENDANTS further violated California Labor Code §§ 226.7, 512 and the
17 applicable IWC Wage Order by failing to compensate PLAINTIFF who was not provided a meal
18 period, in accordance with the applicable Wage Order, one additional hour of compensation at each
19 employee's regular rate of pay for each workday that a meal period was not provided.

20 101. As a proximate result of the aforementioned violations, PLAINTIFF has been
21 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,
22 penalties, expenses and costs of suit.

23 **FIFTH CAUSE OF ACTION**

24 For Failure to Pay Wages When Due

25 (Cal. Lab. Code §§ 204 and 210)

26 (Plaintiff Against All DEFENDANTS)

27 102. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
28 every allegation set forth above.

 103. Labor Code Section 204 provides in part provides in part that "all wages, ..., earned

1 by any person in any employment are due and payable twice during each calendar month, on days
2 designated in advance by the employer as the regular paydays.”

3 104. Plaintiff is informed and believes, and thereon alleges that DEFENDANTS failed to
4 pay PLAINTIFF all earned wages, including regular and/or overtime, on regularly established
5 paydays.

6 105. In violation of Labor Code section 204, DEFENDANTS knowingly and willfully
7 refused to perform their obligations to compensate their employees for all wages earned.

8 106. Pursuant to Labor Code section 210, PLAINTIFF is entitled to recover a penalty of
9 \$100.00 for the initial failure to timely pay each employee all of the wages earned, and \$200.00 for
10 each subsequent failure to pay each employee all of the wages earned; in addition, pursuant to
11 section 210, for each subsequent failure to pay in compliance with Labor Code section 204,
12 PLAINTIFF is entitled to recover an additional amount equal to 25% of the unlawfully withheld
13 wages.

14 107. As a direct and proximate result of DEFENDANTS’ conduct in violation of Labor
15 Code section 204 as alleged above, PLAINTIFF has suffered, and continue to suffer, losses related
16 to the use and enjoyment of wages and lost interest on such wages all to their damage in amounts
17 according to proof at trial.

18 **SIXTH CAUSE OF ACTION**

19 For Failure to Provide Accurate, Itemized Wage Statements

20 (Cal. Lab. Code §§ 226; 226.3, 1174.5)

21 (Plaintiff Against All DEFENDANTS)

22 108. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
23 every allegation set forth above.

24 109. Labor Code section 226 requires defendants to provide employees an accurate
25 itemized statement showing (1) gross wages earned, (2) total hours worked by the employee, (3) the
26 number of piece units and rates if applicable, (4) all deductions, (5) net wages earned, (6) the
27 inclusive date of the period for which the employee is paid, (7) the name of the employee and his or
28 her social security number, (8) the name and address of the legal entity that is the employer, and (9)
all applicable hourly rates in effect and the corresponding number of hours worked

110. DEFENDANTS failed to accurately record PLAINTIFF'S wages, off-the-clock work, and missed meal and rest breaks. DEFENDANTS failed to provide an accurate wage statement in writing that properly and accurately itemizes all wages, missed meal and rest periods, and reporting time wages owed to PLAINTIFF and other AGGRIEVED EMPLOYEES and thereby also failed to set forth the correct wages earned by the employees.

111. DEFENDANTS knowingly and intentionally failed to comply with Labor Code section 226(a) on each and every wage statement that they provided to PLAINTIFF.

112. By failing to keep adequate records, as required by Labor Code section 226 and 1174, DEFENDANTS injured PLAINTIFF making it difficult for this employee to calculate the minimum wages owed. Those injuries include unpaid wages, interest, and penalties thereon.

113. PLAINTIFF additionally requested his payroll and personnel file from DEFENDANTS, which DEFENDANTS did not provide.

114. PLAINTIFF seeks to recover the statutory penalties provided by Labor Code section 226(e), 226.3, and 1174.5 for the wage statement violations and violation to maintain payroll records committed by DEFENDANTS.

SEVENTH CAUSE OF ACTION

For Failure to Reimburse Business Expenses
(Cal. Lab. Code §§ 2802)
(Plaintiff Against DEFENDANT)

115. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and every allegation set forth above.

116. Pursuant to California Labor Code section 2802, DEFENDANTS are required to indemnify PLAINTIFF for the expenses and losses incurred during the performance of his job duties. The purpose of this statute is to prevent employers from passing their operating expenses on to their employees.

117. DEFENDANTS required PLAINTIFF to use personal cell phones to perform his work duties. DEFENDANTS additionally required PLAINTIFF to Uber to DEFENDANTS' facilities to perform work.

118. In violation of Labor Code section 2802, DEFENDANTS failed to reimburse

1 PLAINTIFF for necessary business expenditures for use of his personal cell phones and the costs of
2 Ubers.

3 119. DEFENDANTS sought to pad their own pockets at the expense of their employees,
4 and instead of compensating their employees for the necessary business costs, the employer passed
5 on its costs to its employees.

6 120. DEFENDANTS intentionally failed to reimburse its employees for the actual
7 expenses incurred and thereby increased its own profits to the detriment of its employees.

8 121. PLAINTIFF seeks to recover these business expenditures, plus interest thereon,
9 reasonable attorneys' fees, and costs, and statutory penalties as provided by the Labor Code in an
10 amount to be proven.

11 122. Interest accrues from the date the employee incurred the necessary expenditure or
12 loss.

13 **EIGHTH CAUSE OF ACTION**

14 For Failure to Pay Wages Upon Termination

15 (Cal. Lab. Code § 201, 202, 203)

16 (Plaintiff Against All DEFENDANT)

17 123. PLAINTIFF incorporate by reference and reallege as if fully stated herein each and
18 every allegation set forth above.

19 124. If an employer willfully fails to pay, without abatement or reduction, in accordance
20 with Sections 201, . . . 202, any wages of an employee who is discharged or who quits, the wages
21 of the employee shall continue as a penalty from the due date thereof at the same rate until paid or
22 until an action therefor is commenced; but the wages shall not continue for more than 30 days. (Cal.
23 Lab. Code § 203).

24 125. To date, DEFENDANTS have yet to pay PLAINTIFF all of the wages and all
25 premiums due for off-the-clock work, missed meal breaks and missed rest breaks, regular and
26 overtime wages.

27 126. Additionally, the employment of PLAINTIFF terminated, and DEFENDANTS have
28 not tendered payment of wages to PLAINTIFF who was underpaid for minimum wage, and/or
missed meal and rest breaks, as required by law.

1 127. DEFENDANTS knowingly and willfully violated the laws, regulations and orders
2 governing the wages of PLAINTIFF as described in the causes of action above.

3 128. Therefore, as provided by Cal Lab. Code § 203, PLAINTIFF demands up to thirty
4 (30) days of pay as penalty for not paying all wages due at time of termination and demand an
5 accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

6 **NINTH CAUSE OF ACTION**

7 For Recovery of Civil Penalties Under the Labor Code Private Attorney General Act
(Cal. Lab. Code §§ 2698 et seq.)

8 (PLAINTIFF and AGGRIEVED EMPLOYEES Against All DEFENDANT)

9 129. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporate by reference and
10 reallege as if fully stated herein each and every allegation set forth above.

11 130. As a result of the acts alleged herein, PLAINTIFF, as an AGGRIEVED EMPLOYEE
12 within the meaning of Labor Code section 2699, subdivision (c), on behalf of himself and all other
13 AGGRIEVED EMPLOYEES of DEFENDANTS, seek recovery of civil penalties against
14 DEFENDANTS pursuant to California Labor Code sections 2698 et seq., for the following knowing
15 and intentional violations of the California Labor Code:

- 16 a. For failure to pay all minimum wages in violation of Labor Code sections 1194,
17 1194.2, 1197, and 1197.1;
- 18 b. For failing to pay wages in violation of Labor Code sections 204 and 210;
- 19 c. For failing to pay wages upon termination in violation of Labor Code sections 201,
20 202, and 203;
- 21 d. For failing to maintain for and provide accurate, itemized wage statements required
22 by Labor Code sections 226 and 226.3;
- 23 e. For failing to maintain accurate payroll records as required by Labor Code section
24 1174;
- 25 f. For failing to compensate employees who were not provided a rest period in violation
26 of Labor Code Section 226.7; and
- 27 g. For failing to compensate employees who were not provided a meal period in
28 violation of Labor Code Section 226.7; and

1 h. For failing to provide employees who worked more than eight (8) hours per workday
2 and more than forty (40) hours per workweek additional compensation beyond their
3 regular wages in violation of Labor Code Section 558 and 510.

4 i. For failing to reimburse business expenses in violation of Labor Code section 2802;

5 131. The above-referenced civil penalties shall include the recovery of amounts specified
6 in the applicable sections of the Labor Code, and if not specifically provided, those under section
7 2699(f), and shall include those amounts sufficient to recover underpaid wages pursuant to Labor
8 Code sections §§ 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2,
9 1197, 1197.1, 1174.5, 1198, 1199 2802, and 2699, subdivisions (a) and (f).

10 132. PLAINTIFF filed this complaint after the LWDA was afforded the opportunity to
11 consider PLAINTIFF'S notice of DEFENDANTS' Labor Code violations and of PLAINTIFF'S
12 intent to prosecute a private enforcement action for civil penalties under PAGA. After the LWDA
13 declined to investigate, PLAINTIFF brought this PAGA cause of action against DEFENDANT,
14 pursuant to California Labor Code section 2699.3, subdivision (a)(2)(A).

15 **DEMAND FOR RELIEF**

16 WHEREFORE, PLAINTIFF prays for a judgment against each DEFENDANT, jointly and
17 severally, as follows:

18 1. On behalf of the PLAINTIFF:

19 A. Compensatory damages, according to proof at trial, including unpaid minimum and
20 overtime wages, plus interest thereon at the statutory rate;

21 B. Meal and rest period premiums pursuant to Cal. Lab. Code §§ 226.7, 512 and the
22 applicable IWC Wage Order;

23 C. Plaintiff's wages as a penalty from the due date thereof at the same rate until paid or
24 until an action therefore is commenced, in accordance with Cal. Lab. Code § 203;

25 D. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
26 which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
27 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
28 an award of costs for violation of Cal. Lab. Code § 226.

- 1 E. Reimbursement of necessary expenditures in accordance with Cal. Lab. Code § 2802
2 F. Punitive damages in an amount to punish DEFENDANTS to be proven at trial.
3 G. Liquidates damages pursuant to Cal. Lab. Code § 1194.2 in an amount equal to the
4 unpaid minimum wages according to proof at trial;
5 H. Penalties pursuant to Cal. Lab. Code § 1198.5 for DEFENDANTS failure to comply.
6 2. On Behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES
7 i. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
8 General Act of 2004;
9 3. On all claims:
10 A. An award of interest, including prejudgment interest at the legal rate;
11 B. Such other and further relief as the Court deems just and equitable; and
12 C. An award of penalties, attorneys' fees and cost of suit, as allowable under the law.

13
14 Respectfully submitted,

15 DATED: March 11, 2024

16 **EMRAN LAW**

17 By: Harris Emran
18 Harris Emran
19 Attorney for PLAINTIFF and other
20 AGGRIEVED EMPLOYEES
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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: March 11, 2024

EMRAN LAW

By: 
Harris Emran
Attorney for PLAINTIFF and other
AGGRIEVED EMPLOYEES