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Parham Barghchi

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE 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

**DECLARATION OF HARRIS EMRAN,
ESQ. IN SUPPORT OF PLAINTIFF'S
REQUEST FOR DISMISSAL OF
ENTIRE ACTION**

*[Filed concurrently with Notice of Motion
And Motion Requesting Dismissal Of Entire
Action; Memorandum Of Points And
Authorities In Support Of Plaintiff's Request
For Dismissal Of Entire Action; and
[Proposed] Order Dismissing Entire Action]*

Hearing Date: April 9, 2025
Time: 9:00 a.m.
Dept: 302
Hon. Joseph M. Quinn

Complaint Filed: March 11, 2024
Trial Date: October 6, 2025

I, Harris Emran, Esq., declare as follows:

1. I am over eighteen years of age and if called as a witness, I could and would competently testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner of Emran Law Firm (hereinafter "Counsel"). I am counsel of record for Plaintiff Parham Barghchi in this matter.

2. Plaintiff, by and through his counsel of record respectfully request that this Court dismiss 1) Plaintiffs’ representative PAGA claim, ***without prejudice***, 2) Plaintiffs’ individual PAGA claim, ***with prejudice***, and 3) Plaintiffs’ individual wage and hour claims ***with prejudice***.

3. On December 29, 2023, Plaintiff Parham Barghchi (“Plaintiff”), by and through his counsel, provided the Labor Workforce and Development Agency (“LWDA”) written notice by online filing and Defendants via certified mailing of specific provisions of Lab. Code §§ 2699 et seq. alleged to be violated including the facts and theories to support the alleged violation (the “PAGA Notice”). See Exhibit A.

4. On March 11, 2024, after the LWDA declined to investigate Plaintiff’s alleged violations, Plaintiff brought an individual wage and hour and representative PAGA claim against Defendants GOOD LIVING SERVICES, INC., GOOD LIVING MGMT II, INC. dba Urbana Mission, UGSF, INC. dba Urbana Geary, MARTY HIGGINS, STEPHEN SUKMAN, and DOES 1-25 (“Defendants”) alleging nine causes of action (1) for failure to pay all minimum wages; (2) for failure to pay overtime compensation, (3) for failure to provide rest periods, (4) for failure to provide required meal periods, (5) for failure to pay wages when due, (6) for failure to provide accurate, itemized wage statements, (7) for failure to reimburse business expenses, (8) for failure to pay wages upon termination, and (9) for recovery of civil penalties under the Labor Code Private Attorneys General Act (Cal. Lab. Code § 2698, et. seq.). See Exhibit B.

5. Between September 2024 and January 2025, the Parties engaged in settlement negotiations, discussed each Party’s position, exchanged evidence including text messages, timecards, payroll records, and meal waivers. After meeting and conferring, Defendants have shown Plaintiff’s alleged complaints were individualized and therefore not likely capable of satisfying a PAGA judgment. Defendants provided evidence that they maintained compliant written policies related to Plaintiff’s claims. Therefore, the Parties have agreed to a settlement of ***only*** Plaintiff’s individual claims and include a release of Plaintiff’s ability to stand as a PAGA representative. The settlement does not purport to release any PAGA claims and nothing was paid for the dismissal of the PAGA claim. The parties have agreed that the dismissal of the PAGA cause of action is without prejudice to the rights of any allegedly aggrieved employees. A copy of the Confidential Settlement

1 Agreement and General Release of All Claims, releasing Plaintiff's individual claims only, is
2 attached hereto as Exhibit C for the Court's review and approval.

3 6. Although Plaintiff will receive consideration in exchange for his dismissal, *with*
4 prejudice, of his individual wage and hour claims and individual PAGA claim, Plaintiff did not and
5 will not receive consideration for the dismissal of the representative PAGA claim.

6 7. No notice to any allegedly aggrieved employees Plaintiff purports to represent has
7 been provided. Accordingly, the Court may dismiss the Action without notice to any purported
8 aggrieved employees if the Court finds that the dismissal will not prejudice them.

9 8. No prejudice will result to any allegedly aggrieved employee or the State of
10 California in the absence of notice. No consideration, direct or indirect, is being given for the
11 dismissal of the representative claims, without prejudice.

12 9. On March 14, 2025, my office provided the LWDA with a copy of the proposed
13 settlement for Plaintiff's individual claims. A copy of the confirmation of Submission of Proposed
14 Settlement is attached hereto as Exhibit D.

15 10. At the same time of this filing, my office provided the LWDA with notice of this
16 Request for Dismissal hearing by submitting a copy of this motion and all corresponding documents
17 to the LWDA website. A copy of this submission is attached hereto as Exhibit E.

18 11. Plaintiff's individual Settlement Payment is fair and reasonable considering the
19 probability of recovery in this matter and merits of Plaintiff's individual claims. Both Parties'
20 counsel have extensive experience in employment and wage and hour litigation and conducted an
21 extensive investigation of the factual allegations involved in this case. Each side has apprised the
22 other, informally of their respective factual contentions, legal theories and defenses, resulting in
23 extensive arms-length negotiations taking place among the Parties.

24 I declare under the penalty of perjury under the laws of the State of California that the
25 foregoing is true and correct. Executed this 17 day of March 2025, at San Francisco, California.

26
27 By: Harris Emran
28 Harris Emran
Attorney for Plaintiff

EXHIBIT A



Emran Law Firm

415 Mission Street, 37th Floor
San Francisco, CA 94105

December 29, 2023

Via Online Filing to LWDA and Certified Mail to Defendants

Labor and Workforce Development Agency

Online Filing

GOOD LIVING SERVICES INC.

1565 MADISON ST.
SUITE B
OAKLAND, CA 94612

MARTY HIGGINS

1565 MADISON ST.
SUITE B
OAKLAND, CA 94612

STEVE SUKMAN

1565 MADISON ST.
SUITE B
OAKLAND, CA 94612

Sent via Certified Mail and Return Receipt

Re: Notice of Violations of California Labor Code Sections §§ 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1174.5, 1198, 1199, 2802, 2699 and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

To Whom It May Concern:

Our offices represent Plaintiff Parham Barghchi (“Mr. Barghchi” or “Plaintiff”) and other aggrieved employees in a proposed lawsuit against Defendant Good Living Services Inc., Defendant Marty Higgins, Defendant Steve Sukman, and Does 1-25 (collectively “Defendants”).

-1-

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Los Angeles

Defendants employed Mr. Barghchi in California between approximately October 2022 and August 2023 as a non-exempt employee paid an hourly rate and entitled to payment of all wages and the legally required meal and rest breaks and payment of minimum and overtime wages due for all time worked. Defendants, however, unlawfully failed to record and pay Plaintiff and other aggrieved employees for all time worked, for all missed meal breaks and rest breaks, failed to reimburse business expenses, and pay all earned wages. Further, Defendants failed to timely pay Plaintiff and other aggrieved employees for earned wages.

As a consequence of the aforementioned violations, Plaintiff further contends that Defendants failed to provide accurate wage statements to them, and other aggrieved employees, in violation of California Labor Code section 226(a). Said conduct, in addition to the foregoing Labor Code §§ 201, 202, 203, 204, 210, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1174.5, 1198, 1199, 2802, 2699 and violates the applicable Industrial Welfare Commission Wage Order(s) and is therefore actionable under California Labor Code section 2699.3.

Plaintiff seeks to represent a group of aggrieved employees defined as all non-exempt hourly employees who worked for Defendants in California during the relevant claim period.

A true and correct copy of the proposed Complaint by Plaintiff against Defendants, which (1) identifies the alleged violations, (2) details the facts and theories which support the alleged violations, (3) details the specific work performed by Plaintiff, (4) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (5) sets forth the illegal practices used by Defendants, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserve any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues her investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations



contained herein. Plaintiff additionally reserves the right to name additional representatives throughout the State of California.

This notice is provided to enable Plaintiff to proceed with the Complaint against Defendants as authorized by California Labor Code section 2695, *et seq.* The lawsuit consists of other aggrieved employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statue of 2004 on behalf of Plaintiff and all California aggrieved employees.

Your earliest response to this notice is appreciated. If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Very truly yours,

EMRAN LAW FIRM

Harris Emran

Harris Emran, Esq.

Enclosure (1)



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Attorneys for Plaintiff,
Parham Barghchi

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

PARHAM BARGHCHI, an individual in his
representative capacity on behalf of herself, the
State of California, and all other similarly situated
current and former aggrieved employees,

Plaintiff

vs.

GOOD LIVING SERVICES INC., MARTY
HIGGINS, STEVE SUKMAN, and DOES 1-25,

Defendants.

Case No.

COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

PLAINTIFF PARHAM BARGHCHI ("PLAINTIFF") on behalf of himself 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., DEFENDANT MARTY HIGGINS, DEFENDANT STEVE SUKMAN, and DOES 1-25
("Defendant DOES") ("DEFENDANTS"), alleges on information and belief, except for his own
acts and knowledge which are based on personal knowledge, the following:

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I. INTRODUCTION

1. PLAINTIFF brings this action as an individual and as a representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) on behalf of himself, the State of California, other current and former AGGRIEVED EMPLOYEES of DEFENDANTS for engaging in a pattern and practice of wage and hour violations under the California Labor Code.

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

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

- a. Failure to pay minimum wages;
- b. Failure to pay overtime;
- c. Failure to provide rest periods;
- d. Failure to provide meal periods;
- e. Failure to provide accurate itemized wage statements;
- f. Failure to reimburse for required business expenses;
- g. Failure to pay wages upon termination;

4. PLAINTIFF brings the representative action against DEFENDANTS on behalf of himself and all other AGGRIEVED EMPLOYEES of DEFENDANTS in California, seeking all civil penalties and unpaid wages permitted pursuant to California Labor Code § 2699, *et seq.*

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

II. PARTIES

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

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

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

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

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

15 11. Each of the fictitiously named DEFENDANTS participated in the acts alleged in this
16 Complaint. The true names and capacities, whether individual, corporate, subsidiary, partnership,
17 associate or otherwise of DEFENDANTS DOES 1 through 25, inclusive, are presently unknown to
18 PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names pursuant to Cal.
19 Civ. Proc. Code. § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true
20 names and capacities of DOES 1 through 25, inclusive, when they are ascertained. PLAINTIFF is
21 informed and believes, and based upon that information and belief alleges, that the DEFENDANTS
22 named in this Complaint, including DOES 1 through 25, inclusive (hereinafter “DEFENDANT”),
23 are responsible in some manner for one or more of the events and happenings that proximately
24 caused the injuries and damages hereinafter alleged.

25 12. DEFENDANTS own, operate, and/or manages cannabis retail facilities in San
26 Francisco County.

27 13. DEFENDANTS employed PLAINTIFF between October 2022, and August 2023 as
28 a consultant budtender and lead budtender at Defendants’ retail facility.

1 14. At all times, DEFENDANTS paid PLAINTIFF on an hourly basis.

2 **III. JOINT EMPLOYER AND PAGA**

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

8 16. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code
9 § 2699(c) because he was employed by DEFENDANTS and suffered one or more of the alleged Labor
10 Code violations committed by DEFENDANTS.

11 17. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times
12 were, employees of DEFENDANT, within the meanings set forth in the California Labor Code and
13 the applicable Industrial Welfare Commission Wage Order.

14 18. The Private Attorney General Act (“PAGA”) permits an aggrieved employee to
15 enforce any provision of the California Labor Code that provides for a civil penalty. (*Lab. Code* §
16 2699(a).)

17 19. Section 558 of the California Labor Code provides that “any employer *or other*
18 *person* acting on behalf of an employer who violates, or causes to be violated, a section of this
19 chapter or any provision regulating hours and days of work in any order of the Industrial Welfare
20 Commissions shall be subject to a civil penalty...” (*Lab. Code* § 558(a).)

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

25 21. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have held
26 that a corporate employer’s owners, officers and directors, are subject to civil penalties for the
27 employer’s failure to pay appropriate wages to its employees, and, since liability under either 558
28 or 1197.1 does not depend on a finding of an alter ego, no alter ego allegations or findings are

1 necessary. *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v.*
2 *Cjaders Food, Inc.* (2009 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203
3 Cal.App.4th 1112, 1145-1146.

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

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

12 24. Each DEFENDANT, whether named or fictitious, exercised control over
13 PLAINTIFF'S wages, working hours, and/or working conditions.

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

17 IV. JURISDICTION AND VENUE

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

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

25 V. FACTUAL ALLEGATIONS

26 A. Rest Period Violations

27 28. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES were
28 required to work in excess of four (4) hours without being provided ten (10) minute rest periods as

1 a result of the nature and constraints of PLAINTIFF and other AGGRIEVED EMPLOYEES job
2 duties, customer influxes, and DEFENDANT's inadequate staffing.

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

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

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

14 32. Specifically, to PLAINTIFF, DEFENDANTS were severely understaffed during his
15 employment. As a result, DEFENDANTS directed PLAINTIFF to serve customers as a priority.
16 PLAINTIFF was unable to take rest periods because there was often no employee to relieve him, he
17 was stuck performing cashier duties with a line of customers, facilitating promotional events, or
18 answering customer inquiries during such promotional events. Additionally, PLAINTIFF worked
19 as a lead on Saturdays which resulted in PLAINTIFF forfeiting his breaks in attempts to relieve
20 other employees for their meal and rest periods.

21 33. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
22 required to provide rest periods to PLAINTIFF and other AGGRIEVED EMPLOYEES per every
23 four (4) hours worked or major fraction thereof or provide the employee one (1) hour of pay at the
24 employee's regular rate of compensation for each workday the rest period is not provided. During
25 the entirety of PLAINTIFF'S employment and the PAGA Period, DEFENDANTS required
26 PLAINTIFF and other AGGRIEVED EMPLOYEES to work through rest periods without paying
27 them in accordance with Industrial Wage Orders. As a result, PLAINTIFF and other AGGRIEVED
28 EMPLOYEES forfeited their regular wages by working without compensation at the applicable

1 wage and rates. DEFENDANTS had, and may continue to practice, a uniform policy to not pay
2 PLAINTIFF and other AGGRIEVED EMPLOYEES all rest premiums owed.

3 B. Meal Period Violations

4 34. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
5 work during the meal break during what was supposed to be PLAINTIFF'S and other AGGRIEVED
6 EMPLOYEES' off-duty meal break due to the nature and constraints of their job duties, commentary
7 from DEFENDANTS' managers, and DEFENDANTS' policies and practices.

8 35. As described above, DEFENDANTS directed PLAINTIFF and other AGGRIEVED
9 EMPLOYEES to postpone or forfeit meal periods in order to perform work for DEFENDANTS.
10 On occasion, DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to take
11 an on-duty meal period and eat while they performed work for DEFENDANTS.

12 36. DEFENDANTS additionally directed PLAINTIFF and other AGGRIEVED
13 EMPLOYEES to clock in and out for their meal periods despite these employees working through
14 most of their meal periods.

15 37. PLAINTIFF repeatedly complained to DEFENDANTS and DEFENDANTS
16 managers that he was unable to take meal and rest periods, but DEFENDANTS always told
17 PLAINTIFF they were "working on it" and discouraged PLAINTIFF'S complaints because
18 everyone was like family there.

19 38. DEFENDANTS additionally provided meal waivers to employees and asked them
20 to sign it. DEFENDANTS even provided such waivers to employees who shifts exceeded six (6)
21 hours.

22 39. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
23 required to provide meal periods of not less than thirty (30) minutes to PLAINTIFF and other
24 AGGRIEVED EMPLOYEES for each work period of more than five (5) hours, except when that
25 work period is not more than six (6) and validly waived or provide one (1) hour of pay at the
26 employee's regular rate of compensation. DEFENDANTS required PLAINTIFF and other
27 AGGRIEVED EMPLOYEES to work during the meal break during what was supposed to be off-
28 duty meal break. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited their

1 meal premiums without compensation at the applicable wage and rates. DEFENDANTS had, and
2 may continue to practice, a uniform policy to not pay PLAINTIFF and other AGGRIEVED
3 EMPLOYEES meal periods.

4 40. As a result of DEFENDANT’S inadequate staffing and policies and practices,
5 PLAINTIFF and other AGGRIEVED EMPLOYEES were unable to take thirty (30) minute off-duty
6 meal breaks and were not fully relieved of duty for their meal period. PLAINTIFF and other
7 AGGRIEVED EMPLOYEES were required to perform work as ordered by DEFENDANTS. The
8 nature of the work performed by PLAINTIFF and other AGGRIEVED EMPLOYEES does not
9 qualify for limited and narrowly construed “on-duty” meal period exception. PLAINTIFF and other
10 AGGRIEVED EMPLOYEES therefore forfeited meal breaks without additional compensation and
11 in accordance with DEFENDANT’S policies and practices.

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

13 41. During PLAINTIFF’S employment and the PAGA Period, DEFENDANTS failed to
14 accurately pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all hours worked.

15 42. DEFENDANTS required PLAINTIFF and AGGRIEVED EMPLOYEES to perform
16 off-the-clock work. DEFENDANTS failed to pay PLAINTIFF and other AGGRIEVED
17 EMPLOYEES necessary wages for attending and performing work at DEFENDANT’S direction,
18 request and benefit, while off-the clock. Throughout PLAINTIFF’S and other AGGRIEVED
19 EMPLOYEES’ employment and during the PAGA Period, these hours were not accurately recorded
20 during the relevant pay period.

21 43. 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 44. 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 45. 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 46. DEFENDANTS knew or should have known that PLAINTIFF and other
9 AGGRIEVED EMPLOYEES' off-the-clock work was compensable under the law.

10 47. 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 48. 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 49. DEFENDANTS failed to indemnify PLAINTIFF and other AGGRIEVED
19 EMPLOYEES for expenses incurred in direct consequence of discharging work duties.

20 50. 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 51. DEFENDANTS shifted costs associated with running a business onto PLAINTIFF
24 and other AGGRIEVED EMPLOYEES.

25 52. 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 53. 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 54. 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 55. 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 56. 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 57. 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 58. DEFENDANTS routinely failed to keep, maintain, and store accurate payroll records
2 and provide wage statements that comply with Cal. Lab. Code § 226.

3 59. 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 60. 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 **VI. CAUSES OF ACTION**

12 **FIRST CAUSE OF ACTION**

13 For Failure to Pay Minimum Wages
14 (Cal. Lab. Code § 1194, 1194.2, 1197& 1197.1)
 (Against DEFENDANTS)

15 61. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporates by reference and
16 realleges as if fully stated herein each and every allegation set forth above.

17 62. PLAINTIFF and other AGGRIEVED EMPLOYEES bring a claim for
18 DEFENDANTS' willful and intentional violations of California Labor Code and the Industrial
19 Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay
20 minimum wages to PLAINTIFF and other AGGRIEVED EMPLOYEES.

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

25 64. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and
26 other AGGRIEVED EMPLOYEES without regard to the correct amount of time worked. As set
27 forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and intentionally deny
28 payment of wages due to PLAINTIFF and other AGGRIEVED EMPLOYEES for all hours worked

1 and therefore did not receive minimum wage for all hours worked as required by Cal. Lab. Code §
2 1197.

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

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

14 67. PLAINTIFF and other AGGRIEVED EMPLOYEES were paid less for time worked
15 than they were entitled to, constituting a failure to pay minimum wages.

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

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

27 70. In performing the acts and practices herein alleged in violation of California labor
28 laws, and refusing to compensate PLAINTIFF and other AGGRIEVED EMPLOYEES for all time

1 worked and provide them with the requisite compensation, DEFENDANTS acted and continue to
2 act intentionally, oppressively, and maliciously toward PLAINTIFF and other AGGRIEVED
3 EMPLOYEES with a conscious disregard for their legal rights, or the consequences to them, and
4 with the intent of depriving them of their property and legal rights, and otherwise causing them
5 injury in order to increase company profits at the expense of this employees.

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

10 72. To the extent minimum wage compensation is determined to be owed to PLAINTIFF
11 and other AGGRIEVED EMPLOYEES, whose employment has terminated, DEFENDANTS'
12 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also entitled
13 to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought herein on behalf
14 of the PLAINTIFF and other AGGRIEVED EMPLOYEES. DEFENDANTS' conduct as alleged
15 herein was willful, intentional, and not in good faith. Further, PLAINTIFF and other AGGRIEVED
16 EMPLOYEES are entitled to seek and recover statutory costs.

17 **SECOND CAUSE OF ACTION**

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

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

22 74. PLAINTIFF and the other AGGRIEVED EMPLOYEES bring a claim for
23 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
24 Welfare Commission requirements for DEFENDANTS' failure to pay these employees for all
25 overtime worked, including, work performed in excess of eight (8) hours in a workday, and/or
26 twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

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

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

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

8 78. During the PAGA Period and Plaintiff's employment, PLAINTIFF and other
9 AGGRIEVED EMPLOYEES were required by DEFENDANTS to work for DEFENDANTS and
10 were not paid for all the time they worked, including overtime work.

11 79. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
12 without limitation, applicable to other AGGRIEVED EMPLOYEES as a whole, as a result of
13 implementing a uniform policy and practice that failed to accurately record overtime worked by
14 PLAINTIFF and other AGGRIEVED EMPLOYEES and denied accurate compensation to
15 PLAINTIFF and the AGGRIEVED EMPLOYEES for overtime worked, including, the overtime
16 work performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday,
17 and/or forty (40) hours in any workweek.

18 80. In committing these violations of the California Labor Code, DEFENDANTS
19 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
20 PLAINTIFF and other AGGRIEVED EMPLOYEES. DEFENDANTS acted in an illegal attempt to
21 avoid the payment of all earned wages, and other benefits in violation of the California Labor Code,
22 the Industrial Welfare Commission requirements and other applicable laws and regulations.

23 81. As a direct result of DEFENDANT's unlawful wage practices as alleged herein,
24 PLAINTIFF and the other AGGRIEVED EMPLOYEES did not receive the correct overtime
25 compensation for their time worked for DEFENDANT.

26 82. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from
27 the overtime requirements of the law. None of these exemptions are applicable to PLAINTIFF and
28 the other AGGRIEVED EMPLOYEES. Further, PLAINTIFF and the other AGGRIEVED

1 EMPLOYEES are not subject to a valid collective bargaining agreement that would preclude the
2 causes of action contained herein this Complaint. Rather, PLAINTIFF bring this Action on behalf
3 of himself, and other AGGRIEVED EMPLOYEES, based on DEFENDANT's violations of non-
4 negotiable, non-waivable rights provided by the State of California.

5 83. DEFENDANTS failed to accurately pay PLAINTIFF and the other AGGRIEVED
6 EMPLOYEES overtime wages for the time they worked which was in excess of the maximum hours
7 permissible by law as required by Cal. Lab. Code §§ 510, 1194, & 1198, even though PLAINTIFF
8 and the other AGGRIEVED EMPLOYEES were regularly required to work, and did in fact work
9 overtime, and did in fact work overtime as to which DEFENDANTS failed to accurately record and
10 pay as evidenced by DEFENDANT's business records and witnessed by employees.

11 84. PLAINTIFF and the other AGGRIEVED EMPLOYEES have suffered and will
12 continue to suffer an economic injury in amounts which are presently unknown to them, and which
13 will be ascertained according to proof at trial.

14 85. DEFENDANTS knew or should have known that PLAINTIFF and the other
15 AGGRIEVED EMPLOYEES were undercompensated for their time worked. DEFENDANTS
16 systematically elected, either through intentional malfeasance or gross nonfeasance, to not pay them
17 for their labor as a matter of uniform company policy, practice and procedure, and DEFENDANTS
18 perpetrated this systematic scheme by refusing to pay PLAINTIFF and the other AGGRIEVED
19 EMPLOYEES the correct overtime wages for their overtime worked. DEFENDANTS acted and
20 continues to act intentionally, oppressively, and maliciously toward PLAINTIFF and the other
21 AGGRIEVED EMPLOYEES with a conscious of and utter disregard for their legal rights, or the
22 consequences to them, and with the despicable intent of depriving them of their property and legal
23 rights, and otherwise causing them injury in order to increase company profits at the expense of
24 these employees.

25 86. Therefore, PLAINTIFF and the other AGGRIEVED EMPLOYEES request recovery
26 of overtime wages, according to proof, interest, statutory costs, as well as the assessment of any
27 statutory penalties against DEFENDANTS, in a sum as provided by the California Labor Code
28 and/or other applicable statutes. To the extent overtime compensation is determined to be owed to

1 PLAINTIFF and other AGGRIEVED EMPLOYEES who have terminated their employment,
2 DEFENDANT'S conduct also violates Labor Code §§ 201 and/or 202, and therefore these
3 individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties
4 are sought herein. DEFENDANTS' conduct as alleged herein was willful, intentional, and not in
5 good faith. Further, PLAINTIFF and other AGGRIEVED EMPLOYEES are entitled to seek and
6 recover statutory costs.

7 **THIRD CAUSE OF ACTION**

8 For Failure to Provide Rest Periods
9 (Cal. Lab. Code §§ 226.7 & 512)
(Against All DEFENDANTS)

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

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

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

23 90. As a result of the staffing practices by DEFENDANTS and their policies,
24 PLAINTIFF and other AGGRIEVED EMPLOYEES were denied their proper rest periods by
25 DEFENDANTS.

26 91. DEFENDANTS violated California Labor Code §§ 226.7 and the applicable IWC
27 Wage Order by failing to compensate PLAINTIFF and other AGGRIEVED EMPLOYEES who
28 were not provided a rest period, in accordance with the applicable Wage Order, one additional hour

1 of compensation at each employee's regular rate of pay for each workday that rest period was not
2 provided.

3 92. As a proximate result of the aforementioned violations, PLAINTIFF and other
4 AGGRIEVED EMPLOYEES have been damaged in an amount according to proof at trial, and seek
5 all wages earned and due, interest, penalties, expenses and costs of suit.

6 **FOURTH CAUSE OF ACTION**

7 For Failure to Provide Required Meal Periods

8 (Cal. Lab. Code §§ 226.7& 512)

9 (Against All DEFENDANTS)

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

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

20 95. DEFENDANTS further violated California Labor Code §§ 226.7, 512 and the
21 applicable IWC Wage Order by failing to compensate PLAINTIFF and other AGGRIEVED
22 EMPLOYEES who were not provided a meal period, in accordance with the applicable Wage Order,
23 one additional hour of compensation at each employee's regular rate of pay for each workday that
24 a meal period was not provided.

25 96. As a proximate result of the aforementioned violations, PLAINTIFF and other
26 AGGRIEVED EMPLOYEES have been damaged in an amount according to proof at trial, and seek
27 all wages earned and due, interest, penalties, expenses and costs of suit.

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1 **FIFTH CAUSE OF ACTION**

2 For Failure to Pay Wages When Due

3 (Cal. Lab. Code §§ 204 and 210)

4 (Against All DEFENDANTS)

5 97. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporates by reference and
6 realleges as if fully stated herein each and every allegation set forth above.

7 98. Labor Code Section 204 provides in part provides in part that “all wages, ..., earned
8 by any person in any employment are due and payable twice during each calendar month, on days
9 designated in advance by the employer as the regular paydays.”

10 99. Plaintiff is informed and believes, and thereon alleges that DEFENDANTS failed to
11 pay PLAINTIFF and OTHER AGGRIEVED EMPLOYEES all earned wages, including regular
12 and/or overtime, on regularly established paydays.

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

15 101. Pursuant to Labor Code section 210, PLAINTIFF is entitled to recover a penalty of
16 \$100.00 for the initial failure to timely pay each employee all of the wages earned, and \$200.00 for
17 each subsequent failure to pay each employee all of the wages earned; in addition, pursuant to
18 section 210, for each subsequent failure to pay in compliance with Labor Code section 204,
19 PLAINTIFF is entitled to recover an additional amount equal to 25% of the unlawfully withheld
20 wages.

21 102. As a direct and proximate result of DEFENDANTS’ conduct in violation of Labor
22 Code section 204 as alleged above, DEFENDANTS’ employees have suffered, and continue to
23 suffer, losses related to the use and enjoyment of wages and lost interest on such wages all to their
24 damage in amounts according to proof at trial.

25 **SIXTH CAUSE OF ACTION**

26 For Failure to Provide Accurate, Itemized Wage Statements

27 (Cal. Lab. Code §§ 226; 226.3)

28 (Against All DEFENDANTS)

103. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporate by reference and

1 reallege as if fully stated herein each and every allegation set forth above.

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

8 105. DEFENDANTS did not accurately record PLAINTIFF'S and other AGGRIEVED
9 EMPLOYEES' wages, off-the-clock work, and missed meal and rest breaks. DEFENDANTS failed
10 to provide an accurate wage statement in writing that properly and accurately itemizes all wages,
11 missed meal and rest periods, and reporting time wages owed to PLAINTIFF and other
12 AGGRIEVED EMPLOYEES and thereby also failed to set forth the correct wages earned by the
13 employees.

14 106. DEFENDANTS knowingly and intentionally failed to comply with Labor Code
15 section 226(a) on each and every wage statement that they provided to PLAINTIFF and other
16 AGGRIEVED EMPLOYEES.

17 107. By failing to keep adequate records, as required by Labor Code section 226 and 1174,
18 DEFENDANTS injured PLAINTIFF and other AGGRIEVED EMPLOYEES making it difficult for
19 these employees to calculate the minimum wages owed. Those injuries include unpaid wages,
20 interest, and penalties thereon.

21 108. PLAINTIFF seeks to recover the statutory penalties provided by Labor Code section
22 226(e), 226.3, and 1174.5 for the wage statement violations and violation to maintain payroll records
23 committed by DEFENDANTS.

24 **SEVENTH CAUSE OF ACTION**

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

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

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

5 111. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
6 use personal cell phones to perform his work duties. DEFENDANTS additionally required
7 PLAINTIFF to uber to DEFENDANGTS' facilities to perform work.

8 112. In violation of Labor Code section 2802, DEFENDANTS failed to reimburse
9 PLAINTIFF and other AGGRIEVED EMPLOYEES for necessary business expenditures for use of
10 his personal cell phones and the costs of Ubers.

11 113. DEFENDANTS sought to pad their own pockets at the expense of their employees,
12 and instead of compensating their employees for the necessary business costs, the employer passed
13 on its costs to its employees.

14 114. DEFENDANTS intentionally failed to reimburse its employees for the actual
15 expenses incurred and thereby increased its own profits to the detriment of its employees.

16 115. PLAINTIFF and other AGGRIEVED EMPLOYEES seek to recover these business
17 expenditures, plus interest thereon, reasonable attorneys' fees, and costs, and statutory penalties as
18 provided by the Labor Code in an amount to be proven.

19 116. Interest accrues from the date the employee incurred the necessary expenditure or
20 loss.

21 **EIGHTH CAUSE OF ACTION**

22 **FOR FAILURE TO PAY WAGES UPON TERMINATION**

23 **(Cal. Lab. Code § 201, 202, 203)**

24 **(Against All DEFENDANT)**

25 117. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporate by reference and
26 reallege as if fully stated herein each and every allegation set forth above.

27 118. If an employer willfully fails to pay, without abatement or reduction, in accordance
28 with Sections 201, . . . 202, any wages of an employee who is discharged or who quits, the wages
of the employee shall continue as a penalty from the due date thereof at the same rate until paid or

1 until an action therefor is commenced; but the wages shall not continue for more than 30 days. (Cal.
2 Lab. Code § 203).

3 119. To date, DEFENDANTS have yet to pay PLAINTIFF and other AGGRIEVED
4 EMPLOYEES all of the wages and all premiums due for off-the-clock work, missed meal breaks
5 and missed rest breaks, regular and overtime wages.

6 120. Additionally, the employment of PLAINTIFF and many AGGRIEVED
7 EMPLOYEES terminated, and DEFENDANTS have not tendered payment of wages to these
8 employees who were underpaid for minimum wage, and/or missed meal and rest breaks, as required
9 by law.

10 121. DEFENDANTS knowingly and willfully violated the laws, regulations and orders
11 governing the wages of PLAINTIFF and other AGGRIEVED EMPLOYEES as described in the
12 causes of action above.

13 122. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself and other
14 AGGRIEVED EMPLOYEES whose employment has terminated, PLAINTIFF demands up to thirty
15 (30) days of pay as penalty for not paying all wages due at time of termination and demand an
16 accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

17 **NINTH CAUSE OF ACTION**

18 For Recovery of Civil Penalties Under the Labor Code Private Attorney General Act
19 (Cal. Lab. Code §§ 2698 et seq.)
(Against All DEFENDANT)

20 123. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporate by reference and
21 reallege as if fully stated herein each and every allegation set forth above.

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

- 27 a. For failure to pay all minimum wages in violation of Labor Code sections 1194,
28 1197, and 1197.1;

- b. For failing to pay wages promptly or when due and payable, in violation of Labor Code sections 201, 202, 203, 204 and 210;
- c. For failing to maintain for and provide accurate, itemized wage statements required by Labor Code Section 226;
- d. For failing to maintain accurate payroll records as required by Labor Code section 1174;
- e. For failing to compensate employees who were not provided a rest period in violation of Labor Code Section 226.7; and
- f. For failing to compensate employees who were not provided a meal period in violation of Labor Code Section 226.7; and
- g. For failing to provide employees who worked more than eight (8) hours per workday and more than forty (40) hours per workweek additional compensation beyond their regular wages in violation of Labor Code Section 558 and 510.
- h. For failing to reimburse business expenses in violation of Labor Code section 2802;

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

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

DEMAND FOR RELIEF

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

1. On behalf of the PLAINTIFF:

1 A. Compensatory damages, according to proof at trial, including unpaid wages, plus
2 interest thereon at the statutory rate;

3 B. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund for
4 restitution of the sum's incidental to DEFENDANT'S violations;

5 C. Meal and rest period premiums pursuant to Cal. Lab. Code §§ 226.7, 512 and the
6 applicable IWC Wage Order;

7 D. The wages of terminated employees as a penalty from the due date thereof at the
8 same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code
9 § 203;

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

14 F. Punitive damages in an amount to punish DEFENDANTS to be proven at trial.

15 G. Liquidates damages pursuant to Cal. Lab. Code § 1194.2 in an amount equal to the
16 unpaid minimum wages according to proof at trial;

17 2. On Behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES

18 i. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
19 General Act of 2004;

20 3. On all claims:

21 A. An award of interest, including prejudgment interest at the legal rate;

22 B. Such other and further relied as the Court deems just and equitable; and

23 C. An award of penalties, attorneys' fees and cost of suit, as allowable under the law.

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Respectfully submitted,

DATED: December 29, 2023

EMRAN LAW

By: _____
Harris Emran
Attorney for PLAINTIFF and OTHER
AGGRIEVED EMPLOYEES

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DEMAND FOR A JURY TRIAL

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

DATED: December 29, 2023

EMRAN LAW

By: _____
Harris Emran
Attorney for PLAINTIFF and OTHER
AGGRIEVED EMPLOYEES

EXHIBIT B

Harris Emran (SBN 329674)
Kaitlin Martinez (SBN 348006)
EMRAN LAW FIRM
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Kaitlin@Emranlaw.com

Attorneys for Plaintiff,
Parham Barghchi

**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"),

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco

03/11/2024
Clerk of the Court
BY: DAEJA ROGERS
Deputy Clerk

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

EXHIBIT C

**CONFIDENTIAL SETTLEMENT AGREEMENT
AND GENERAL RELEASE OF ALL CLAIMS**

This Confidential Settlement Agreement and General Release of all Claims (the “Settlement Agreement”) is entered into by and between PARHAM BARGHCHI (“Plaintiff”), on the one hand, and Defendant GOOD LIVING SERVICES, INC., on the other hand (collectively, “Defendant”). The term “Party” or “Parties” as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

RECITALS

WHEREAS, Plaintiff is a former employee of Defendant and was employed from approximately November 2, 2022 to July 31, 2023;

WHEREAS, a dispute has arisen between Plaintiff and Defendant arising out of Plaintiff’s employment with Defendant and the cessation thereof;

WHEREAS, on December 29, 2023, Plaintiff submitted a letter to the Labor Workforce Development Agency (“LWDA”) alleging purported Labor Code Violations by Defendant that ostensibly occurred during Plaintiff’s employment, LWDA-CM-1002229-23 (“LWDA Letter”);

WHEREAS, on March 11, 2024, Plaintiff through his counsel of record filed a representative action complaint under the Private Attorneys General Act (“PAGA”) in the Superior Court of the State of California, for the County of San Francisco, styled *Parham Barghchi v. Good Living Services, Inc. et al.*, Case No. CGC-24-613022, alleging violations under California Labor Code section 2698, *et seq.* for: (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Rest Periods; (4) Failure to Provide Meal Periods; (5) Failure to Pay Wages When Due; (6) Failure to Provide Accurate, Itemized Wage Statements; (7) Failure to Reimburse Business Expenses; (8) Failure to Pay Wages Upon Termination; and (8) For Recovery of Civil Penalties Under the PAGA (the “Action”);

WHEREAS, Defendant denies and disputes all the alleged claims and allegations in the Action or those that could have been asserted by Plaintiff as a result of Plaintiff’s employment, the separation of his employment, and/or any relationship between Plaintiff and Defendant;

WHEREAS, to avoid additional cost and the uncertainty of litigation, the Parties desire to resolve all individual claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against the Releasees (as defined in Paragraph 6 below) as of the date of execution of this Settlement Agreement. No Party will claim to be the prevailing party in the Action; and

WHEREAS, the Parties have settled, fully and finally, all individual claims they may have between them up to and including the date of execution of this Agreement. This Agreement memorializes that settlement.

AGREEMENT

NOW THEREFORE, in consideration of and exchange for the promises, covenants, and releases contained in this Settlement Agreement and the other valuable consideration described herein, the sufficiency of which is hereby acknowledged by the Parties, the Parties mutually agree as follows:

1. **Effective Date of Settlement Agreement.** This Settlement Agreement shall become effective upon the last of the following events occurring: (1) Plaintiff’s execution of the Settlement Agreement; (2) completed IRS Form W-4 for Plaintiff and W-9 for both Plaintiff and Plaintiff’s Counsel being provided to Counsel for Defendant; (3) an executed Request for Dismissal of Plaintiff’s individual claims alleged in the

Action, with prejudice; and (4) a signed Court order approving the Parties' Agreement to Dismiss the PAGA claims in the Action, without prejudice ("Effective Date").

2. **No Admission of Liability.** The Parties agree that neither this Settlement Agreement nor the furnishing of the consideration for this Settlement Agreement shall be deemed or construed at any time for any purpose as an admission by Defendant or the Releasees (as defined in Paragraph 6 below) of wrongdoing or evidence of any liability or unlawful conduct of any kind. This Settlement Agreement and compliance with it shall not be construed as an admission by Defendant of any liability whatsoever or as an admission by Defendant of any wrongdoing including any violation of Plaintiff's rights under any common law, statute, or contract. Defendant specifically disclaims any wrongdoing and disclaims any liability to Plaintiff for any violation of her rights, including any violation of common law, statute, or contract. Neither this Settlement Agreement nor anything in this Settlement Agreement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Defendant, except as to those provisions as described in Paragraph 24 below.

3. **Settlement Payment.** The Parties acknowledge that there is a good faith dispute regarding Plaintiff's allegations and that the consideration set forth below includes a good faith, reasonable compromise, and settlement regarding such claims. In consideration for signing this Settlement Agreement and complying with its terms, Plaintiff will be paid the total gross sum of Fifty Thousand Dollars and Zero Cents (\$50,000.00) (the "Settlement Payment") in full compromise and settlement of all individual claims released herein by Plaintiff. The Settlement Payment shall be paid on behalf of Defendant in accordance with the following Payment Schedule:

No.	Amount	Payment Due ¹	Term	Balance
1	\$5,000.00	February 10, 2025	By a check in the sum of Five Thousand Dollars and Zero Cents (\$5,000.00), made payable to "Parham Barghchi" as payment for wages, less applicable withholdings and deductions, to be reported on an IRS Form W-2.	\$45,000.00
2	\$6,297.04	March 3, 2025	By a check in the sum of Six Thousand Two Hundred Ninety-Seven Dollars and Four Cents (\$6,297.04), made payable to the "Emran Law Firm" for Plaintiff's non-wage damages, attorneys' fees and costs, to be reported on an IRS Form 1099.	\$38,702.96
3	\$7,000.00	March 10, 2025	By a check in the sum of Seven Thousand Dollars and Zero Cents (\$7,000.00), made payable to the "Emran Law Firm" for Plaintiff's non-wage damages, attorneys' fees and costs, to be reported on an IRS Form 1099.	\$31,702.96
4	\$7,000.00	March 17, 2025	By a check in the sum of Seven Thousand Dollars and Zero Cents (\$7,000.00), made payable to the "Emran Law Firm" for Plaintiff's non-wage damages, attorneys' fees and costs, to be reported on an IRS Form 1099.	\$24,702.96

¹ Each of the installment payments shall be due either on the date listed below, or the Effective Date of this Agreement, as set forth in Paragraph 1, whichever is later.

No.	Amount	Payment Due ¹	Term	Balance
5	\$7,000.00	March 24, 2025	By a check in the sum of Seven Thousand Dollars and Zero Cents (\$7,000.00), made payable to the “Emran Law Firm” for Plaintiff’s non-wage damages, attorneys’ fees and costs, to be reported on an IRS Form 1099.	\$17,702.96
6	\$7,000.00	March 31, 2025	By a check in the sum of Seven Thousand Dollars and Zero Cents (\$7,000.00), made payable to the “Emran Law Firm” for Plaintiff’s non-wage damages, attorneys’ fees and costs, to be reported on an IRS Form 1099.	\$10,702.96
7	\$7,000.00	April 7, 2025	By a check in the sum of Seven Thousand Dollars and Zero Cents (\$7,000.00), made payable to the “Emran Law Firm” for Plaintiff’s non-wage damages, attorneys’ fees and costs, to be reported on an IRS Form 1099.	\$3,702.96
8	\$3,702.96	April 14, 2025	By a check in the sum of Three Thousand Seven Hundred and Two Dollars and Ninety-Six Cents (\$3,702.96), made payable to the “Emran Law Firm” for Plaintiff’s non-wage damages, attorneys’ fees and costs, to be reported on an IRS Form 1099.	\$0.00

Each check comprising of the “Settlement Payment” shall be sent to counsel for Plaintiff at Emran Law Firm Attn: Kaitlin Martinez, 415 Mission Street, 37th Floor, San Francisco, California 94105 via Federal Express. Upon delivery of the Settlement Payment, Defendant will have fully met its obligations under this Agreement and will not be liable in any manner for the distribution, division, or payment of any portion of the Settlement Payment. By execution of this Agreement, Plaintiff authorizes payment to be made as set forth in this paragraph.

4. **No Consideration Absent Execution of this Settlement Agreement.** Plaintiff understands and agrees that Plaintiff would not receive the consideration specified in Paragraph 3 above, except for Plaintiff’s execution of this Settlement Agreement and the fulfillment of the promises contained therein.

5. **No Representations Regarding Taxability.** IRS Form 1099s and a Form W-2 will be issued to Plaintiff and his Counsel to reflect the portion of the Settlement Payment, as reflected in paragraph 3. Should it be determined by an authorized authority that the portion of the Settlement Payment issued under IRS Form 1099 should be treated as taxable income, Plaintiff understands and agrees that he shall be responsible for any employee-related reporting and payment of any taxes or other charges, including state, local and/or federal income tax, on any of the amounts paid to him hereunder. Should it be determined by an authorized authority that the portion of the Settlement Payment issued under IRS Form 1099 should be treated as taxable income, the Releasee’s share of payroll taxes shall remain the sole responsibility and liability of Releasees. Plaintiff acknowledges and agrees that Releasees, as defined in Paragraph 6 below, have not warranted or represented how the U.S. Internal Revenue Service or other governmental taxing authorities will treat the Settlement Payment for tax purposes, and agrees that no further payment of money to Plaintiff from Defendant and/or the Releasees will be due in the event that the payment or the release of claims embodied in this Settlement Agreement, or any portion thereof, is found by a government taxing authority to be, or to result in, additional taxable income to Plaintiff.

6. **General Release by Plaintiff.** Plaintiff, for himself and for his heirs, executors, administrators, successors and assigns, hereby releases, acquits and forever discharges Respondents, and their respective parents, subsidiaries, related entities and affiliates, officers, directors, specifically including 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, shareholders, persons, employees, agents, servants, representatives, members, attorneys, insurers, re-insurers, assigns, and all other entities with whom Respondents have been, are now, or may hereafter be affiliated with, and each of their respective parents, subsidiaries and related entities, officers, directors, shareholders, persons, employees, agents, servants, representatives, members, attorneys, insurers, re-insurers, assigns, and all other entities with whom it has been, is now, or may hereafter be affiliated with (collectively "Releasees" or individually as a "Releasee"), from any and all claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, demands, attorneys' fees, losses and expenses, known or unknown, suspected or unsuspected, filed or unfiled, including but not limited to the Action and other legal actions that he may have or have had arising out of any known or unknown fact, condition or incident occurring prior to the date of Plaintiff's execution of this Agreement, arising out of or in connection with any claims, demand, charges, or complaints, arising from his employment with Defendant, the cessation thereof, or any other interaction or relations with Releasees, including but not limited to the Action.

This release includes, without limiting the generality of the foregoing: any and all claims, demands, causes of actions, obligations, charges, liabilities, attorneys' fees, costs, actual, compensatory and punitive damages, and all claims for any other type of relief relating to, arising out of, or based upon: all claims of harassment, discrimination, and/or retaliation in violation of State or Federal law; all claims for failure to accommodate and/or failure to engage in the interactive process; violations, interference with and/or retaliation for requesting and taking a leave of absence under state or Federal law; all claims of violation of public policy, including a claim for wrongful and/or constructive termination of employment; all claims for fraud or misrepresentation; all claims based on tort and/or breach of contract, whether written or oral, express or implied, and any covenant of good faith and fair dealing; all claims for unpaid wages, commissions, or other benefits, including minimum wage, regular, overtime, double time, vacation, associated penalties and/or premiums, and expense reimbursement; all claims for rest or meal periods and associated penalties and/or premiums; all claims for stock options; all claims for inaccurate wage statements; all claims for the alleged failure to pay all wages at separation; all claims for failure to timely provide documents for review and/or inspection; any claim for unlawful or unfair business practices; all claims for emotional distress; and any and all claims generally relating to Plaintiff's employment with Defendant and the cessation thereof, including any alleged violation of any federal, state or other governmental statute, regulation, ordinance, or executive order, including without limitation:

- (1) The Civil Rights Acts of 1866, 1964, and 1991, as amended;
- (2) 42 U.S.C. § 1981;
- (3) The California Fair Employment and Housing Act;
- (4) Section 503 of the Rehabilitation Act of 1973;
- (5) The Fair Labor Standards Act (including the Equal Pay Act);
- (6) The California and United States Constitutions;
- (7) The California Labor Code, specifically including, but not limited to the PAGA pursuant to *Labor Code* § 2699, *et seq.*;
- (8) The California Business & Professions Code;
- (9) The Employee Retirement Income Security Act, as amended;
- (10) The Americans with Disabilities Act;
- (11) The Family Medical Leave Act;
- (12) The California Family Rights Act;
- (13) The California Pregnancy Discrimination Act;
- (14) The California Wage Orders;
- (15) The National Labor Relations Act;

- (16) The Immigration Reform and Control Act;
- (17) The California Occupational Safety and Health Act, or the Federal equivalent;
- (18) The Worker Adjustment and Retraining Notification Act;
- (19) The Families First Coronavirus Response Act; and
- (20) The California Whistleblower Protection Act.

This release in all respects has been voluntarily and knowingly executed with the express intention of effecting the legal consequences provided in the California Civil Code section 1541, that is, the extinguishment of obligations herein designated. Notwithstanding the foregoing, this Agreement shall not affect any claims that cannot be waived as a matter of law. This Agreement shall also not affect Plaintiff's right to workers' compensation benefits for claims that have already been filed, if any.

By executing this Agreement, Plaintiff represents, warrants, and confirms that he is not an aggrieved employee for purposes of acting as a Private Attorney General under the PAGA, and specifically that he did not suffer any violation that would form the basis to pursue a claim/penalty under the PAGA. Moreover, Plaintiff disclaims any right to act as a Private Attorney General under the PAGA or to participate or recover any amount in any PAGA claim brought by any other party against the Releasees. Accordingly, Plaintiff covenants that he cannot and will not pursue a representative PAGA claim against the Releasees.

7. **Waiver of California Civil Code section 1542.** To effectuate a full and complete general release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California and does so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Releasees, Plaintiff expressly acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Settlement Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims. Plaintiff warrants that he has read this Settlement Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Settlement Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Settlement Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement. Plaintiff further acknowledges that he later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Settlement Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Settlement Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Settlement Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

8. **Acknowledgements and Affirmations.**

a. Aside from the LWDA Letter and the Action, Plaintiff affirms that he has not filed or caused to be filed any claim, complaint, or action, against any of the Releasees in any forum or form, and that

Plaintiff presently is not a party to any claim, complaint, or action against any of the Releasees in any forum or form.

b. By execution of this Settlement Agreement, Plaintiff further agrees to execute a Joint Stipulation and Agreement to dismiss PAGA Claims in the Action, *without prejudice*, and dismiss Plaintiff's individual claims in the Action, *with prejudice*, within five calendar days of the full execution by the Parties of the Settlement Agreement. Plaintiff agrees to take all steps reasonably necessary to fulfill his obligations under this Paragraph.

c. Plaintiff agrees and acknowledges that the Settlement Payment is not required by Defendant's policies and procedures or otherwise. Plaintiff further affirms that he has reported all hours worked for Defendant and Releasees as of the date Plaintiff signs this Settlement Agreement. Plaintiff further agrees and acknowledges that as of the date that Plaintiff signs this Settlement Agreement, he has timely been paid or has received all wages and other compensation or remuneration of any kind due or owed from Defendant and Releasees, including but not limited to all wages, penalties, commissions, bonuses, advances, vacation pay, benefits, and any other incentive-based compensation as well as all non-economic and non-compensatory damages to which Plaintiff is or may become entitled or eligible related to his employment with Defendant and Releasees, and that no other leave (paid or unpaid), compensation, wages, bonuses, commissions or benefits are due to Plaintiff once Plaintiff receives the Settlement Payment set forth in Paragraph 3, above.

d. Plaintiff also affirms that he has no known workplace injuries or occupational diseases related to or arising from his employment with Defendant or Releasees and that Plaintiff has been granted or has not been denied any leave to which Plaintiff was entitled under the Family and Medical Leave Act or under the California Family Rights Act or disability accommodation laws. Plaintiff further represents that he has not suffered any on-the-job injury while employed by Defendant for which he has not already filed a workers' compensation claim.

e. Plaintiff further affirms that he has not been retaliated against for reporting any allegations of wrongdoing by Defendant or any of their officers, directors, or employees including, but not limited to, allegations of corporate fraud.

f. The Parties acknowledge that this Settlement Agreement does not limit any Party's right, where applicable, to file or participate in any investigative proceeding of any federal, state or local government agency. To the extent permitted by law, Plaintiff agrees that if such an administrative charge is made, Plaintiff shall not be entitled to recover any individual monetary relief or other individual remedies. Plaintiff acknowledges and agrees to waive his right to recover monetary damages in any charge, complaint, or lawsuit filed by Plaintiff or by anyone else on Plaintiff's behalf against Defendant and/or the Releasees.

g. Plaintiff affirms that as of the date he signs this Settlement Agreement, she is not Medicare eligible (*i.e.*, is not 65 years of age or older; is not suffering from end-stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, etc.). Nonetheless, if the Centers for Medicare & Medicaid Services (the "CMS") (this term includes any related agency representing Medicare's interests) determines that Medicare has an interest in the payment to Plaintiff under this Settlement Agreement, Plaintiff agrees to indemnify, defend, and hold Defendant and Releasees harmless from any action by the CMS relating to medical expenses of Plaintiff. Plaintiff agrees to reasonably cooperate with Defendant upon request with respect to any claim the CMS may make and for which Plaintiff is required to indemnify Defendant under this Paragraph. Further, Plaintiff agrees to waive any and all future actions against Defendant for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

9. **Attorneys' Fees and Costs.** Except as set forth in Paragraph 3 of this Agreement, the Parties

agree that they will bear their own attorneys' fees and costs incurred in connection with this matter. Emran Law Firm waives any claim that it may have to attorneys' fees and costs against Defendant and/or Releasees other than as specifically provided for in Paragraph 3, and Plaintiff specifically agrees to indemnify Defendant and/or Releasees against any claim by any attorney for attorneys' fees or costs associated with the Action, the Settlement Payment, this Agreement, or any claim released under this Agreement.

10. **Job Reference.** Provided Plaintiff directs prospective employers to Jason Shaeffer (jshaeffer@urbananow.com) or his designee, Defendant will confirm only the dates of the Plaintiff's employment and his last position held.

11. **Non-Disparagement, Non-Cooperation, and No Enticement.** Plaintiff agrees and promises that, to the maximum extent such prohibition is permitted under the law, Plaintiff will not undertake any harassing or disparaging conduct directed at Defendant or Releasees or any of their managers, supervisors, or employees. Plaintiff further agrees and promises that he will refrain from making any negative, detracting, derogatory, or unfavorable statements about Releasees or any of their managers, supervisors, employees, or clients. Plaintiff further agrees he will not act in any manner that damages the operation or reputation of Releasees. To the extent permitted by law, Plaintiff agrees that he will not counsel or assist any attorneys or clients in the presentation or prosecution of any disputes and/or differences by any third party against Releasees unless pursuant to a lawfully issued subpoena or other order by a court or agency of competent jurisdiction. Plaintiff further agrees to give Defendant's Counsel (Collin D. Cook and Hyunki John Jung, Fisher & Phillips LLP, 1 Montgomery Street, Suite 3400, San Francisco, California 94104), notice within three (3) business days of receipt of a subpoena or other order by court or agency pursuant to this Paragraph. Nothing herein shall be construed to limit Plaintiff's right to file a charge of discrimination with, or to communicate with, or to participate in an investigation or action conducted by, the Equal Employment Opportunity Commission ("EEOC") or any similar state or local administrative fair employment practices agency, and nothing in this Settlement Agreement shall be construed to prohibit such action by Plaintiff or to interfere with the statutory duties and/or authority of such agencies. However, Plaintiff expressly waives any and all rights or entitlement to any type of relief or recovery (including monetary damages, awards, or incentives, penalties, injunctive relief, reinstatement, etc.) from any of the Releasees in connection with any such claim, complaint, charge, action, proceeding and/or investigation brought against Releasees, regardless of who files, initiates or pursues any claim, complaint, charge, action, proceeding, and/or investigation as described in this Paragraph, except that this limitation on monetary recovery will not apply to proceedings as otherwise provided for by current applicable law. Nothing in this Settlement Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful. Further, nothing in this Settlement Agreement prevents or restricts Plaintiff from enforcing his Section 7 rights under the National Labor Relations Act, participating in section 7 activity (including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of the Settlement Payment under this Settlement Agreement) or otherwise cooperating with the National Labor Relations Board's investigative process through investigation, testimony, or otherwise with an administrative agency or court.

12. **Confidentiality.** Plaintiff represents and agrees that he has and will keep the amount of the Settlement Payment and the terms and existence of this Settlement Agreement completely confidential, and that he will not hereafter disclose any information concerning this Settlement Agreement to anyone; provided, however, that Plaintiff may make such disclosure to his immediate family members and professional representatives (e.g., attorneys, accountants, auditors, tax preparers). If any disclosures are made as provided for and permitted in this Paragraph, each individual shall first be informed of and agree to be bound by this confidentiality clause, or other such disclosures required by law to enforce this Settlement Agreement. Plaintiff further agrees that if anybody asks him about the Action, his claims against Defendant and the Releasees, and/or the cessation thereof, he will simply respond by stating, "The matter has been resolved and the resolution is confidential." Plaintiff and Plaintiff's Counsel represent and agree that they have not and will not issue any public announcement, publication, or otherwise disclose the amount of the Settlement Payment, the Settlement

Agreement, the terms thereof, the claims, demand, or allegations alleged by Plaintiff, or any facts alleged to exist as support thereof to anyone, including the press, media, websites, or any service which reports litigation, verdicts or settlements. If Plaintiff is required to disclose this Settlement Agreement, its terms or underlying facts pursuant to court order and/or subpoena, Plaintiff shall notify Defendant's Counsel (Collin D. Cook, Fisher & Phillips LLP, 1 Montgomery Street, Suite 3400, San Francisco, California 94104), in writing via overnight mail, within seventy-two (72) hours of his receipt of such court order or subpoena, and simultaneously provide Defendant's Counsel with a copy of such court order or subpoena. Nothing in this Settlement Agreement prevents Plaintiff from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Plaintiff has reason to believe is unlawful. The Parties acknowledge that California Government Code section 12964.5 does not apply to this Settlement Agreement because this Settlement Agreement is considered a negotiated settlement as defined by California Government Code section 12964.5(d)(2). Further, nothing in this Agreement prevents or restricts Plaintiff from enforcing his Section 7 rights under the National Labor Relations Act, participating in section 7 activity (including the right to communicate with former coworkers and/or third parties about terms and conditions of employment or labor disputes, unrelated to the amount of the Settlement Payment under this Settlement Agreement) or otherwise cooperating with the National Labor Relations Board's investigative process through investigation, testimony, or otherwise with an administrative agency or court. The Parties believe this confidentiality provision is reasonable and intend to comply with it.

13. **Liquidated Damages and Injunctive Relief for Breach of this Settlement Agreement.** Plaintiff acknowledges that a breach by Plaintiff of the terms set forth in Paragraph 11, and/or Paragraph 12 will cause substantial harm to Defendant and/or Releasees, including but not limited to, the cost of prosecuting any claims and lawsuits against Plaintiff. Plaintiff also acknowledges that it is impossible for such harm to be calculated with any degree of certainty. Therefore, Plaintiff agrees that any breach by Plaintiff of his obligations under Paragraph 11 and/or Paragraph 12 of this Settlement Agreement shall entitle Defendant and/or Releasees to liquidated damages in the sum of Five Thousand Dollars and Zero Cents (\$5,000.00) per proven breach, as well as recovery of court costs suffered by Defendant and/or Releasees. Plaintiff agrees that this provision is fair and reasonable in light of the fact that the actual damages that would be suffered as the result of any breach of Paragraphs 11 and/or 12 of this Settlement Agreement would be difficult to ascertain. Any breach by Plaintiff of the terms and/or his obligations as detailed in Paragraph 11 and/or Paragraph 12 could cause irreparable harm to Defendant for which damages would not be an adequate remedy and therefore Defendant may seek injunctive relief with respect to such a breach in addition to any and all other remedies available to Defendant and without any requirement to post bond.

14. **Voluntary Agreement.** This release in all respects has been voluntarily and knowingly executed with the express intention of effecting the legal consequences provided in the California Civil Code section 1542, that is, the extinguishment of obligations herein designated.

15. **Newly Discovered Facts.** Plaintiff acknowledges that he may hereafter discover facts different from or in addition to those that she now knows of or believes to be true when he expressly agreed to assume the risk of the possible discovery of additional facts, and he agrees that this Settlement Agreement will be and remain effective regardless of such additional or different facts. Plaintiff expressly agrees that this Settlement Agreement shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown or unsuspected claims, demands, causes of action, governmental, regulatory or enforcement actions, charges, obligations, damages, liabilities, and attorneys' fees and costs, if any, as well as those relating to any other claims, demands, causes of action, obligations, damages, liabilities, charges, and attorneys' fees and costs specified herein.

16. **Satisfaction of Liens.** Plaintiff hereby agrees, represents, and warrants that he shall have sole responsibility for the satisfaction of any and all liens or assignments in law, equity, or otherwise, against any of the matters released herein, and that he will fully satisfy all liens, if any, immediately upon receipt of the Settlement Payment. Plaintiff further represents, agrees, and warrants that he shall hold Defendant and

Releasees harmless from, and indemnify Defendant and Releasees from, any liabilities or costs which they may incur as a result of any liens of any nature and/or Plaintiff's failure to satisfy any liens.

17. **No Transfer or Assignment of Claims.** Plaintiff warrants and represents that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Settlement Agreement. Plaintiff agrees that he solely is responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold Defendant and the Releasees harmless against any liens, damages, penalties, fines, fees, assessments, taxes, or attorneys' fees that may be imposed against or incurred by Defendant and/or any of the Releasees as a result of the actions of any lien holder or any lien Plaintiff or any taxing authority or any court in relation to any interest which any third party may have in any claim which Plaintiff is releasing under this Settlement Agreement or any interest in any of the proceeds paid to Plaintiff under this Settlement Agreement.

18. **Binding Nature.** This Settlement Agreement and all the terms and provisions herein shall bind the heirs, personal representatives, successors and assigns of the Parties, and inure to the benefit of each Party, her/its agents, directors, officers, employees, servants, successors, and assigns.

19. **Effect of Illegality.** Should any part, term, or provision of this Settlement Agreement be declared or determined by any Court of competent jurisdiction to be wholly or partially illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms or provisions of this Settlement Agreement shall not be affected thereby. Said illegal, invalid, or unenforceable part, term, or provision shall be deemed not to be a part of this Settlement Agreement.

20. **Attorneys' Fees.** If any Party to this Settlement Agreement brings any sort of action to enforce any provision of this Settlement Agreement or for any breach of this Settlement Agreement, then the prevailing party in that action shall be entitled to recover reasonable attorneys' fees and costs incurred in such action.

21. **Interpretation of Settlement Agreement.** Plaintiff agrees that any legal rule to the effect that ambiguities shall be resolved against the drafting party shall not apply in any interpretation of this Settlement Agreement.

22. **Governing Law and Jurisdiction.**

a. This Settlement Agreement shall be governed and conformed in accordance with the laws of the State of California provided, however, that parole evidence shall not be admissible to alter, vary, or supplement the terms of this Settlement Agreement. Should any provision of this Settlement Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision immediately shall become null and void, leaving the remainder of this Settlement Agreement in full force and effect.

b. In the event of a breach of any provision of this Settlement Agreement, any Party may institute an action specifically to enforce any term or terms of this Settlement Agreement or seek damages for breach. However, the Party instituting such an action must take steps to file this Settlement Agreement or any documents setting forth the terms of this Settlement Agreement with the court under seal. In an action to enforce any term or terms of this Settlement Agreement or to seek damages for breach of this Settlement Agreement, the prevailing party in that action shall be entitled to recover reasonable attorney's fees.

c. The Parties specifically entered into this Agreement with the understanding that it is binding and enforceable by the court in which the Action has been filed. In the event any party fails to perform the conditions or terms required therein, the court may enter judgment based on the terms of this Agreement, pursuant to Code of Civil Procedure, Section 664.6. To enforce this section, the Parties stipulate to the court's jurisdiction.

d. It is the intent of the Parties, pursuant to California Evidence Code sections 1122(a)(1) and 1123, that all of the terms of this Settlement Agreement shall be admissible and may be disclosed under seal to a court of law and shall be enforceable and binding upon them in a court of law.

23. **Counterparts.** This Settlement Agreement may be executed in any number of counterparts, each of which will be deemed to be an executed Settlement Agreement and each of which shall be deemed to be one and the same instrument. A facsimile or digital signature shall be treated as an original signature for all purposes.

24. **Entire Agreement.** This Settlement Agreement embodies the entire agreement of all the Parties hereto who have executed it and supersedes any and all other agreements, understandings, negotiations, or discussions, either oral or in writing, express or implied, between the parties to this Settlement Agreement except for any agreements Plaintiff may have signed during his employment regarding maintaining the confidentiality of proprietary or confidential information of Defendant or arbitration agreement(s). The Parties to this Settlement Agreement each acknowledge that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by them, or anyone acting on their behalf, which are not embodied in this Settlement Agreement; that they have not executed this Settlement Agreement in reliance on any representation, inducement, promise, agreements, warranty, fact or circumstances, not expressly set forth in this Settlement Agreement; and that no representation, inducement, promise, agreement or warranty not contained in this Settlement Agreement including, but not limited to, any purported settlements, modifications, waivers, or terminations of this Settlement Agreement, shall be valid or binding, unless executed in writing by all of the parties to this Settlement Agreement.

25. **Amendment.** This Settlement Agreement may not be modified, altered, or changed except in writing and signed by all Parties wherein specific reference is made to this Settlement Agreement.

26. **Compliance with Terms.** The failure to insist upon compliance with any term, covenant or condition contained in this Settlement Agreement shall not be deemed a waiver of that term, covenant or condition nor shall any waiver or relinquishment of any right or power contained in this Settlement Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

27. **Acknowledgment of Authority.** The undersigned hereby acknowledge and warrant that they, and each of them, have the authority to bind the entity or individual on behalf of whom they are signing to the terms of this Settlement Agreement.

28. **Section Headings.** The section and paragraph headings contained in this Settlement Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Settlement Agreement.

29. **Accrual of Interest in the Event Respondent Does Not Timely Submit Installment Payment.** In the event Respondent does not timely deliver an installment payment as set forth in paragraph 3, Employees' counsel will immediately notify Respondent's counsel via email at ccook@fisherphillips.com that the installment payment has not been received. For each calendar day thereafter that Respondent does not deliver the installment payment, Employee shall impose a late fee of 3% of the unpaid installment amount, calculated from the date the installment payment was originally due, until the full installment payment, including interest, is received. Interest on the late installment payment will be compounded daily.

- a. If the full installment payment is not received within 10 calendar days of the notice provided by Respondent's counsel, Respondents' failure to timely deliver the unpaid installment payment shall constitute a material default of the Agreement, allowing Employee to file the Stipulated Judgment attached hereto as Exhibit A.

HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH IN PARAGRAPH 3 ABOVE, PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS SETTLEMENT AGREEMENT INTENDING TO WAIVE, SETTLE, AND RELEASE ALL INDIVIDUAL CLAIMS THAT PLAINTIFF HAS OR MIGHT HAVE AGAINST THE RELEASEES AS OF THE DATE OF EXECUTION OF THIS SETTLEMENT AGREEMENT.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date(s) set forth below:

PLAINTIFF PARHAM BARGHCHI

Dated: February 10, 2025

By: 

Parham Barghchi

DEFENDANT GOOD LIVING SERVICES, INC.

11.00
Dated: February __, 2025

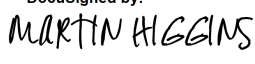
DocuSigned by:

By: _____
Name: MARTIN HIGGINS
Title: CEO

EXHIBIT D



Kaitlin Martinez <kaitlin@emranlaw.com>

Thank you for your Proposed Settlement Submission

1 message

DIR PAGA Unit <no-reply@formassembly.com>
To: Kaitlin@emranlaw.com

Fri, Mar 14, 2025 at 9:51 AM

03/14/2025 09:50:30 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-1002229-23
Plaintiff for PAGA Case: Parham Barghchi
Filer/Attorney for PAGA Case: Harris Emran
Law Firm for PAGA Plaintiff: Emran Law Firm
Employer: Good Living Services, Inc.
Date Case Received:
Filer for Employer:
Employer Filer Firm:
Court Type: California Superior Courts
Court Name: San Francisco Superior Court
PAGA Court Case Number: CGC-24-613022
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Additional Document Submitted with PAGA Notice on 12/29/2023 03:34:59 PM	2023.12.29 BARGHCHI Complaint.pdf	12/29/2023 11:35 PM	PAGA Notice
Court Complaint Submitted on 12/11/2024 12:34:48 PM by Harris Emran	Complaint (first appearance fee).pdf	12/11/2024 8:34 PM	Court Complaint
PAGA Notice Submitted on 12/29/2023 03:34:59 PM by Harris Emran	2023.12.29 Parham PAGA Notice.pdf	12/29/2023 11:35 PM	PAGA Notice
Proposed Settlement Submitted on 03/14/2025 09:50:30 AM by Kaitlin Martinez	02.07.2025 Executed Barghchi Signed Settlement Agreement (1).pdf	3/14/2025 4:50 PM	Proposed Settlement