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Superior Court of California
County of Stanislaus
Clerk of the Court
By: Natalie Rudel, Deputy
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Attorneys for Plaintiff Hela Safi,
on behalf of herself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*

This case has been assigned to Judge Mayne, John R
Dept. 21
Department _____, for all purposes including Trial.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS

HELA SAFI, on behalf of herself and all
“aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

EAST BAY HC RESOURCE, a California
corporation, PHENOS COLLECTIVE, INC., a
California corporation, PACAFI, INC., a
California corporation, FIRE HOUSE
TURLOCK, INC., a California corporation,
and DOES 1 through 10, inclusive,

Defendants.

CASE NO: CV-24-004209

**REPRESENTATIVE ACTION COMPLAINT
FOR PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7, 510,
512, 1194, AND 1198 AND PURSUANT TO
LABOR CODE § 2699(a) FOR VIOLATIONS
OF LABOR CODE §§ 226.3 AND 558**

1 Plaintiff HELA SAFI (“Plaintiff”), on behalf of herself and others as an “aggrieved employee”
2 under the Labor Code Private Attorneys General Act of 2004, complains of EAST BAY HC
3 RESOURCE, a California corporation, PHENOS COLLECTIVE, INC., a California corporation,
4 PACAFI, INC., a California corporation, FIRE HOUSE TURLOCK, INC., a California corporation,
5 and any subsidiaries or affiliated companies (hereinafter referred to as “Defendants”) as follows:

6 **I.**

7 **INTRODUCTION AND FACTUAL BACKGROUND**

8 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
9 Plaintiff and other non-exempt California employees who currently work or formerly worked for
10 Defendants (“Aggrieved Employees”).

11 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
12 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
13 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
14 consistent policies of:

15 a. Failing to pay premium wages to Plaintiff and other Aggrieved Employees who
16 were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-
17 2001. Plaintiff and Aggrieved Employees were routinely unable to take a 10-minute rest
18 period for every four (4) hours of work or major fraction thereof, but were not paid premium
19 wages of one hour’s pay for each missed rest period. Plaintiff and Aggrieved Employees were
20 simply denied the vast majority of their entitled rest periods and were never paid a premium
21 rest period wage in lieu thereof. Furthermore, when Plaintiff and Aggrieved Employees did
22 receive a rest period, they were improperly required to clock out for their rest periods, which
23 are required to be on-duty and compensated, thereby resulting in unpaid wages (minimum and
24 overtime). This violates Labor Code §§ 226.7, 510, 1194, and IWC Wage Order No. 4-2001;

25 b. Failing to pay premium wages to other Aggrieved Employees who were denied
26 proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558 and IWC Wage Order
27 4-2001. Aggrieved Employees were routinely denied, and not authorized to take, a proper,
28 timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours,

1 or a second proper, timely, uninterrupted, 30-minute meal period for every shift worked that
2 exceeded ten hours, but were not paid premium wages of one hour's pay for each missed first
3 or second meal period. When Aggrieved Employees did receive a meal period, they were
4 typically late, short, or on-duty. This violates Labor Code §§ 226.7, 512, and 558 and IWC
5 Wage Order 4-2001;

6 c. Failing to provide suitable seats to Plaintiff and Aggrieved Employees, in
7 violation of Labor Code § 1198 and IWC Wage Order 4-2001. Many job positions reasonably
8 permit the use of seating, but Defendants did not provide it and Plaintiff and Aggrieved
9 Employees were not permitted to sit down during the course of their employment. This
10 practice violates California Labor Code § 1198 and Wage Order 4-2001, § 14, which provides
11 as follows: "(A) All working employees shall be provided with suitable seats when the nature
12 of the work reasonably permits the use of seats. (B) When employees are not engaged in the
13 active duties of their employment and the nature of the work requires standing, an adequate
14 number of suitable seats shall be placed in reasonable proximity to the work area and
15 employees shall be permitted to use such seats when it does not interfere with the performance
16 of their duties";

17 d. Failing to provide Plaintiff and all other Aggrieved Employees with wage
18 statements that fully and accurately itemized the requirements set forth in Labor Code §
19 226(a). Plaintiff and other Aggrieved Employees were not paid all wages due, as stated above.
20 As such, the wage statements provided by Defendants failed to accurately state all gross wages
21 earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of
22 Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5)
23 and 226.3, and all applicable hourly rates in effect during the pay period and the corresponding
24 numbers of hours worked at each rate, in violation of Labor Code §§ 226(a)(9) and 226.3; and

25 e. Failing to pay Plaintiff and certain Aggrieved Employees all wages due, at the
26 separation of their employment based on the time frames required by Labor Code §§ 201-202.
27
28

1 As stated above, Plaintiff and certain Aggrieved Employees were not paid all wages due
2 during the course of their employment and, as a result of this failure, they were not timely
3 paid all wages due at the separation of their employment. This violates Labor Code §§ 201-
4 202 and is alleged on behalf of Plaintiff and those Aggrieved Employees no longer employed
5 by Defendants.

6
7 3. Plaintiff, on behalf of herself and all Aggrieved Employees pursuant to Labor Code §
8 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

9 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395.
10 The Labor Code violations alleged against Defendants herein arose in Stanislaus County, California.

11 **III.**

12 **PARTIES**

13 **A. Plaintiff**

14 5. Plaintiff HELA SAFI was employed by Defendants from February 2024 through
15 March 2024 as a non-exempt employee in Stanislaus County, California.

16 **B. Defendants**

17 6. Defendant EAST BAY HC RESOURCE is a California corporation that employed
18 Plaintiff and Aggrieved Employees in Stanislaus County, California.

19 7. Defendant PHENOS COLLECTIVE, INC. is a California corporation that employed
20 Plaintiff and Aggrieved Employees in California.

21 8. Defendant PACAFI, INC. is a California corporation that employed Plaintiff and
22 Aggrieved Employees in California.

23 9. Defendant FIRE HOUSE TURLOCK, INC. is a California corporation that employed
24 Plaintiff and Aggrieved Employees in California.

25 10. The true names and capacities, whether individual, corporate, associate, or otherwise,
26 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who
27 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
28 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek

1 leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
2 designated hereinafter as DOES when such identities become known.

3 11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
4 in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
5 business plan or policy in all respects pertinent hereto, and the acts of each Defendants is legally
6 attributable to the other Defendants.

7 12. The Defendants named herein as DOE 1 through DOE 10 are and are persons acting
8 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
9 provisions of the California Labor Code as alleged herein.

10 **IV.**

11 **CAUSES OF ACTION**

12 **FIRST CAUSE OF ACTION**

13 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**
14 **CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF**
15 **LABOR CODE §§ 201, 202, 226(a), 226.7, 510, 512, 1194, AND 1198 AND PURSUANT TO**
16 **LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

17 13. Plaintiff incorporates paragraphs 1 through 12 of this Complaint as though fully set
18 forth herein.

19 14. As a result of the acts alleged above, including the Labor Code violations set forth in
20 paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

21 15. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to
22 civil penalties subject to the following formula:

- 23 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
24 each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512,
25 1194, and 1198; and
26 b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor
27 Code §§ 226.3 and 558.
28

16. Civil penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

17. On March 25, 2024, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of March 25, 2024. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees she seeks to represent request relief as described below.

V.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;

2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;

3. An award of attorneys' fees pursuant to Labor Code §§ 2699(g)(1) and other applicable law; and

4. Such other and further relief as this Court may deem just and proper.

Dated: May 29, 2024

Respectfully submitted,

GAINES LAW CORPORATION

By:

EVAN S. GAINES
Attorneys for Plaintiff