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Attorneys for Plaintiffs Heibeh Adnan, Keiana Hughes,
and Diwa Bonnevie-Esco, on behalf of themselves
and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

24-CIV-07239

HEIBEH ADNAN, KEIANA HUGHES,
DIWA BONNEVIE-ESCO, on behalf of
themselves and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*

Plaintiff,

v.

CALIFORNIA CRYO WELLNESS LLC, a
California limited liability company, and
DOES 1 through 10, inclusive,

Defendants.

CASE NO:

**REPRESENTATIVE ACTION COMPLAINT
FOR PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF LABOR
CODE §§ 201, 202, 204, 226(a), 226.7, 227.3, 510,
512, 1174, 1174.5, 1194, AND 2802 AND
PURSUANT TO LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§ 210, 225.5,
226.3, AND 558**

Plaintiffs HEIBEH ADNAN, KEIANA HUGHES, and DIWA BONNEVIE-ESCO (“Plaintiffs”), on behalf of themselves, and others as an “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004, complain of CALIFORNIA CRYO WELLNESS LLC, a California limited liability company, and any subsidiaries or affiliated companies (hereinafter referred to as “Defendants”) as follows:

I.

INTRODUCTION AND FACTUAL BACKGROUND

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

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

a. Failing to pay Plaintiffs and Aggrieved Employees all overtime wages due during the course of employment, in violation of Labor Code §§ 510, 558, and 1194. Defendants maintained a policy and practice to only pay its non-exempt employees overtime wages for shifts worked in excess of eighty (80) hours over a bi-weekly pay period. Thus, when Plaintiffs and Aggrieved Employees worked in excess of eight (8) hours in a workday and/or over forty (40) hours in a workweek, they were entitled to premium overtime pay of one-and-one-half times the regular rate of pay for all overtime hours worked. Defendants simply failed to pay applicable overtime wages for applicable shifts/weeks and only paid them after the employee exceeded 80 hours in a pay period. This violates Labor Code §§ 510, 558, and 1194;

b. Failing to timely pay all wages due during their employment, in violation of Labor Code §§ 204 and 210. Defendants paid Plaintiffs and other Aggrieved Employees on a bi-weekly basis, but failed to issue them all their wages within seven (7) calendar days of

1 the conclusion of the payroll period, as required by Labor Code § 204(a)—instead wages were
2 issued days later. This subjects Defendants to penalties as authorized by Labor Code § 210;

3 c. Failing to pay correct premium wages to Plaintiffs and Aggrieved Employees
4 who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No.
5 4-2001. Plaintiffs and Aggrieved Employees were routinely unable to take a 10-minute rest
6 period for every four (4) hours of work or major fraction thereof, but were not paid premium
7 wages of one hour's pay for each missed rest period. Plaintiffs and other Aggrieved
8 Employees were frequently too busy to take a rest period. When they were able to take a rest
9 period, it would only be when they had downtime, and no clients were present. This violates
10 Labor Code § 226.7 and IWC Wage Order No. 4-2001;

11 d. Failing to pay correct premium wages to Plaintiffs and other Aggrieved
12 Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 510,
13 512, 558, 1174, 1174.5, and 1194, and IWC Wage Order 4-2001. Plaintiffs and other
14 Aggrieved Employees were routinely denied, and not authorized to take, a proper, timely,
15 uninterrupted, 30-minute meal period for every shift worked that exceeded five hours in
16 duration, and a second proper, timely, uninterrupted, 30-minute meal period for every shift
17 worked that exceeded ten hours in duration, but were not paid premium wages of one hour's
18 pay for each missed first or second meal period. When they were able to take a meal period,
19 they are oftentimes late, cut short, or on-duty. Defendants would also require Plaintiffs and
20 Aggrieved Employees to work through their meal periods without compensation. Defendants
21 also failed to maintain accurate records showing the start and stop times for meal periods.
22 Defendants simply did not record meal periods at all. This violates Labor Code §§ 226.7, 510,
23 512, 558, 1174, 1174.5, and 1194, and IWC Wage Order 4-2001;

24 e. Failing to issue wages to Plaintiffs and other Aggrieved Employees by an
25 instrument payable in cash, on demand, and without discount, in violation of Labor Code §§
26 212 and 225.5. Defendants paid Plaintiffs and other Aggrieved Employees by way of bank
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1 transfers, which would incur a fee to the employee to execute the transfer. This violates Labor
2 Code §§ 212 and 225.5;

3 f. Failing to reimburse Plaintiffs and other Aggrieved Employees for necessary
4 business expenses incurred in direct consequence of the discharge of their duties, in violation
5 of Labor Code § 2802, including, but not limited to, cellular phone expenses. Specifically,
6 Plaintiffs and Aggrieved Employees were required to use their cellular phone to clock in and
7 out for their shifts, but were not reimbursed for these expenses.. Labor Code § 2802 states that
8 an employer must indemnify its employees for all necessary expenditures or losses incurred
9 by the employee in direct consequence of the discharge of their duties. These instances violate
10 Labor Code § 2802;

11 e. Failing to provide them and all other Aggrieved Employees with wage
12 statements that fully and accurately itemized the requirements set forth in Labor Code §§
13 226(a) and 226.3. Plaintiffs and other Aggrieved Employees were simply never provided wage
14 statements during their employment. This violates Labor Code §§ 226(a) and 226.3.; and
15

16 f. Failing to pay Plaintiffs and other Aggrieved Employees all wages due,
17 including all accrued, but unused vacation wages, at the separation of their employment based
18 on the time frames required by Labor Code §§ 201-202 and 227.3. As stated above, Plaintiffs
19 and other Aggrieved Employees were not paid all wages due during the course of their
20 employment and, as a result of this failure, they were not timely paid all wages due at the
21 separation of their employment. This violates Labor Code §§ 201-202 and 227.3 and is alleged
22 on behalf of Plaintiffs and certain Aggrieved Employees no longer employed by Defendants.
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24 3. Plaintiffs, on behalf of themselves and all Aggrieved Employees pursuant to Labor
25 Code § 2698 *et seq.*, seek civil penalties for Defendants' violations of the California Labor Code.

26 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395.
27 The Labor Code violations alleged against Defendants herein arose in San Mateo County, California.
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III.
PARTIES

A. Plaintiffs

5. Plaintiff HEIBEH ADNAN was employed by Defendants from July 2024 through August 2024 in San Mateo County, California.

6. Plaintiff KEIANA HUGHES was employed by Defendants from July 2024 through August 2024 in California.

7. Plaintiff DIWA BONNEVIE-ESCO was employed by Defendants from July 2024 through August 2024 in California.

B. Defendant

10. Defendants CALIFORNIA CRYO WELLNESS LLC is a California limited liability company that employed Plaintiffs and Aggrieved Employees in San Joaquin County, California.

11. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiffs are informed and believe, and based thereon allege, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

12. Plaintiffs are informed and believe, and based thereon allege, that each Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants is legally attributable to the other Defendants.

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

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IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**PLAINTIFFS AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 204, 226(a), 226.7, 227.3, 510, 512, 1174, 1174.5, 1194, AND 2802 AND
PURSUANT TO LABOR CODE § 2699(a) FOR VIOLATIONS OF
LABOR CODE §§ 210, 225.5, 226.3, AND 558**

14. Plaintiffs incorporate paragraphs 1 through 13 of this Complaint as though fully set forth herein.

15. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiffs seek civil penalties pursuant to Labor Code §§ 2698 *et seq.*

16. For each such violation, Plaintiffs and all other Aggrieved Employees are entitled to civil penalties subject to the following formula:

- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 204, 226(a), 226.7, 227.3, 510, 512, 1174, 1174.5, 1194, and 2802; and
- b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 210, 225.5, 226.3, and 558.

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

18. On September 12, 2024, Plaintiffs 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 Plaintiffs from the LWDA within sixty-five (65) calendar days of September 12, 2024. Plaintiffs may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiffs and the Aggrieved Employees they seek to represent request relief as described below.

V.

RELIEF REQUESTED

WHEREFORE, Plaintiffs pray for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiffs 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: November 18, 2024

Respectfully submitted,

GAINES LAW CORPORATION

By:

EVAN S. GAINES

Attorneys for Plaintiffs