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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

DALISANDRA R. PARTIDA, on behalf of
herself and all others similarly situated, and
the general public,

Plaintiff,

v.

RESPONSIBLE AND COMPLIANT
RETAIL VENTURA LLC, a California
limited liability company; EMBARC
VENTURA CANNABIS DISPENSARY, a
business entity of unknown form; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 2024CUOE034864

Amended As a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Provide Meal Periods (Lab. Code §§ 204, 223, 226.7, 512 and 1198);
2. Failure to Provide Rest Periods (Lab. Code §§ 204, 223, 226.7 and 1198);
3. Failure to Pay Hourly Wages and Overtime (Lab. Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1 and 1198);
4. Failure to Provide Accurate Written Wage Statements (Lab. Code §§ 226(a));
5. Failure to Timely Pay All Final Wages (Lab. Code §§ 201, 202 and 203);
6. Failure to Indemnify (Lab. Code § 2802); and
7. Unfair Competition (Bus. & Prof. Code §§ 17200 *et seq.*)
8. Civil Penalties (Lab. Code § 2698, *et seq.*)

JURY TRIAL DEMANDED

1 Plaintiff DALISANDRA R. PARTIDA (“Plaintiff”), on behalf of herself, all others similarly
2 situated, the State of California, and the general public, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this class and representative action against Defendants
5 RESPONSIBLE AND COMPLIANT RETAIL VENTURA LLC, a California limited liability
6 company; EMBARC VENTURA CANNABIS DISPENSARY, a business entity of unknown form;
7 and DOES 1 through 50, inclusive, (collectively referred to as “Defendants”) for alleged violations
8 of the California Labor Code and California Business and Professions Code. As set forth below,
9 Plaintiff alleges that Defendants have:

- 10 a. failed to pay them overtime wages at the correct rate;
- 11 b. failed to pay them double time wages at the correct rate;
- 12 c. failed to provide them with meal periods;
- 13 d. failed to provide them with rest periods;
- 14 e. failed to pay them premium wages for missed meal and rest periods;
- 15 f. failed to provide them with accurate written wage statements;
- 16 g. failed to reimburse them with necessary business expenditures;
- 17 h. failed to pay them all their final wages following separation of employment.

18 Based on these alleged Labor Code violations, Plaintiff now brings this class and
19 representative action to recover unpaid wages, liquidated damages, civil and statutory penalties,
20 restitution, and related relief on behalf of herself, all others similarly situated, the State of California,
21 and the general public.

22 **JURISDICTION AND VENUE**

23 2. This Court has subject matter jurisdiction to hear this case because the monetary
24 damages and restitution sought by Plaintiff from Defendants’ conduct exceeds the minimal
25 jurisdiction of the Superior Court of the State of California.

26 3. Venue is proper in the County of Ventura pursuant to Code of Civil Procedure sections
27 395(a) and 395.5 in that liability arose this county because at least some of the transactions that are
28 the subject matter of this Complaint occurred therein and/or each defendant is found, maintains

1 offices, transacts business and/or has an agent therein.

2 4. Venue is proper in Ventura County because Defendants have at all times alleged
3 herein, conducted business in Ventura County, and throughout California. As such, venue is proper
4 in any county in California.

5 **PARTIES**

6 5. Plaintiff DALISANDRA R. PARTIDA is, and at all relevant times mentioned herein,
7 an individual residing in the State of California.

8 6. Plaintiff is informed and believes, and thereupon alleges that Defendant
9 RESPONSIBLE AND COMPLIANT RETAIL VENTURA LLC is, and at all relevant times
10 mentioned herein, a California limited liability company doing business in the State of California.

11 7. Plaintiff is informed and believes, and thereupon alleges that Defendant EMBARC
12 VENTURA CANNABIS DISPENSARY is, and at all relevant times mentioned herein, a business
13 entity of unknown form doing business in the State of California.

14 8. Plaintiff is ignorant of the true names and capacities of the defendants sued herein as
15 DOES 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff
16 will amend this Complaint to allege the true names and capacities of the DOE defendants when
17 ascertained. Plaintiff is informed and believes, and thereupon alleges that each of the fictitiously
18 named defendants are responsible in some manner for the occurrences, acts and omissions alleged
19 herein and that Plaintiff's alleged damages were proximately caused by these defendants, and each of
20 them. Plaintiff will amend this complaint to allege both the true names and capacities of the DOE
21 defendants when ascertained.

22 9. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times
23 mentioned herein, some or all of the defendants were the representatives, agents, employees, partners,
24 directors, associates, joint venturers, joint employers, owners, principals or co-participants of some
25 or all of the other defendants, and in doing the things alleged herein, were acting within the course
26 and scope of such relationship and with the full knowledge, consent, and ratification by such other
27 defendants.

28 10. Plaintiff is informed and believes, and thereupon alleges that, at all relevant times

mentioned herein, some of the defendants pursued a common course of conduct, acted in concert and conspired with one another, and aided and abetted one another to accomplish the occurrences, acts and omissions alleged herein.

11. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure section 382 because there is a well-defined community of interest among the persons who comprise the readily ascertainable classes defined below and because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as a class action.

12. **Relevant Time Period:** The relevant time period is defined as the time period beginning four years prior to the filing of this action until judgment is entered.

- a. **Hourly Employee Class:** All persons employed by Defendants, collectively or separately, and/or any staffing agencies and/or any other third parties in hourly or non-exempt positions in California four years prior to the filing of this action and ending on the date that final judgment is entered in this action (“Hourly Employee Class”).
- b. **Meal Period Sub-Class:** All **Hourly Employee Class** members who worked in a shift in excess of five hours during the four years prior to the filing of this action and ending on the date that final judgment is entered in this action.
- c. **Rest Period Sub-Class:** All **Hourly Employee Class** members who worked a shift of at least three and one-half (3.5) hours the four years prior to the filing of this action and ending on the date that final judgment is entered in this action.
- d. **Waiting Time Penalties Sub-Class:** All **Hourly Employee Class** members who separated from their employment with Defendants during the period beginning three years before the filing of this action and ending when final judgment is entered.
- e. **Wage Statement Class:** All persons employed by Defendants in California during the period beginning one year before the filing of this action and ending when final judgment is entered.
- f. **Expense Reimbursement Class:** All persons employed by Defendants in California who incurred business expenses during the **Relevant Time Period**.
- g. **UCL Class:** All **Hourly Employee Class** and **Expense Reimbursement Class** members employed by Defendants in California during the four years prior to the filing of this action and ending on the date that final judgment is entered in this action.

13. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right to amend or modify the class definitions with greater specificity, by further division into sub-classes and/or by limitation to particular issues.

1 14. **Numerosity**: The class members are so numerous that the individual joinder of each
2 individual class member is impractical. While Plaintiff does not currently know the exact number of
3 class members, Plaintiff is informed and believes, and thereupon alleges that the actual number
4 exceeds the minimum required for numerosity under California law.

5 15. **Commonality and Predominance**: Common questions of law and fact exist as to all
6 class members and predominate over any questions which affect only individual class members.
7 These common questions include, but are not limited to:

- 8 a. Whether Defendants maintained a policy or practice of failing to provide
9 employees with their rest periods;
- 10 b. Whether Defendants maintained a policy or practice of failing to provide
11 employees with their meal periods;
- 12 c. Whether Defendants failed to pay premium wages to class members when they
13 have not been provided with meal and rest periods at the appropriate rates of pay;
- 14 d. Whether Defendants failed to pay minimum and/or overtime wages to class
15 members for all time worked;
- 16 e. Whether Defendants failed to provide class members with accurate written wage
17 statements as a result of providing them with written wage statements with
18 inaccurate entries for, among other things, amounts of gross and net wages, and
19 total hours worked;
- 20 f. Whether Defendants applied policies or practices that result in late and/or
21 incomplete final wage payments;
- 22 g. Whether Defendants failed to reimburse class members for all necessary business
23 expenses incurred during the discharge of their duties;
- 24 h. Whether Defendants are liable to class members for waiting time penalties under
25 Labor Code section 203; and
- 26 i. Whether class members are entitled to restitution of money or property that
27 Defendants may have acquired from them through unfair competition;

28 16. **Typicality**: Plaintiff's claims are typical of the other class members' claims. Plaintiff

1 is informed and believes, and thereupon alleges that Defendants have a policy or practice of failing
2 to comply with the California Labor Code and Business and Professions Code as alleged in this
3 Complaint.

4 17. **Adequacy of Class Representative:** Plaintiff is an adequate class representative and
5 has no interests that are adverse to, or otherwise conflict with, the interests of absent class members
6 and is dedicated to vigorously prosecuting this action on their behalf. Plaintiff will fairly and
7 adequately represent and protect the interests of the other class members.

8 18. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
9 they have no known conflicts of interest with Plaintiff or absent class members, are experienced in
10 wage and hour class action litigation, and are dedicated to vigorously prosecuting this action on behalf
11 of Plaintiff and absent class members.

12 19. **Superiority:** A class action is vastly superior to other available means for fair and
13 efficient adjudication of the class members' claims and would be beneficial to the parties and the
14 Court. Class action treatment will allow a number of similarly situated persons to simultaneously and
15 efficiently prosecute their common claims in a single forum without the unnecessary duplication of
16 effort and expense that numerous individual actions would entail. In addition, the monetary amounts
17 due to many individual class members are likely to be relatively small and would thus make it
18 difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a
19 class action will serve an important public interest by permitting class members to effectively pursue
20 the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent
21 or contradictory judgments inherent in individual litigation.

22 **GENERAL ALLEGATIONS**

23 20. Plaintiff worked for Defendants as a non-exempt employee during the relevant and
24 statutory periods.

25 21. Defendants had a common policy and practice of systemically failing to pay Plaintiff
26 and Class Members proper wages and overtime for all hours worked at the proper rates of pay.
27 Specifically, Plaintiff and Class Members were consistently required to perform work, off-the-clock,
28 for which they were not paid wages. First, Plaintiff and Class Members were required to wait in line

1 for a timeclock to become available for them to clock in, prior to clocking in. Moreover, Plaintiff and
2 Class Members were required to report for their shifts at a certain time, however, they did not clock
3 into the start of their shift as they were required to wait outside the store for their manager to arrive,
4 unlock the store, and allow them access to the timeclock for them to clock in to their shift as Next,
5 after clocking out for the day, Plaintiff and Class Members were required to monitor their emails on
6 their cellphones, as they were expected to know any business developments that occurred while they
7 were off-the-clock. Finally, Plaintiff and Class Members were required to complete training programs
8 off-the-clock. The forgoing and uncompensated working time was under the direction and control of
9 Defendants, for which no wages were paid.

10 22. This uncompensated time caused Plaintiff and Class Members to work in excess of
11 eight (8), ten (10) and/or twelve (12) hours a day and/or forty (40) hours a week, entitling Plaintiff
12 and Class Members to minimum and overtime wages, which they were systemically denied.

13 23. Defendants had a common policy and practice of systemically denying Plaintiff and
14 Class Members the opportunity to take meal periods in compliance with the California Law.
15 Specifically, due to understaffing, heavy workloads, and the uncompensated pre-shift duties discussed
16 herein, Plaintiff and Class Members were either denied the opportunity to take timely meal periods
17 prior to the completion of their fifth hour of work or denied the opportunity to take meal periods
18 altogether.

19 24. Plaintiff and Class Members were not provided with meal periods of at least thirty (30)
20 minutes for each five (5) hour work period due to (1) Defendants' policy of not scheduling each meal
21 period as part of each work shift; (2) no formal written meal policy that encouraged employees to
22 take their meal periods, or that advised Class Members of their meal and rest period rights; and (3)
23 Defendants' practice of requiring putative class members to continue working through their meal
24 periods due to the excessive workload.

25 25. Defendants had a common policy and practice of systemically denying Plaintiff and
26 Class Members the opportunity to take rest periods in compliance with the California Law. Plaintiff
27 and Class Members were not provided with rest periods of at least ten (10) minutes for each four (4)
28 hour work period, or major fraction thereof, due to (1) Defendants' policy of not scheduling each rest

1 period as part of each work shift, including second rest breaks for shifts of six (6) hours or more; (2)
2 no formal compliant written rest period policy that encouraged employees to take their rest periods,
3 or that properly advised Plaintiff and Class Members of their rest period rights; and (3) Defendants'
4 policy and practice of requiring putative class members to continue working through their rest breaks
5 due to the excessive workload.

6 26. Furthermore, Defendants failed to pay Plaintiff and Class Members premium pay
7 wages at their appropriate regular rates of pay for each meal and rest period denied.

8 27. Plaintiff and Class Members were not provided with accurate wage statements as
9 mandated by law pursuant to Labor Code section 226. Specifically, Defendants failed to issue wage
10 statements as "a detachable part of the check, draft, or voucher paying the employee's wages, or
11 separately if wages are paid by personal check or cash, an accurate itemized statement in writing."
12 Additionally, the wage statements issued to Plaintiff and Class Members were not recorded in "ink
13 or other indelible form."

14 28. Defendants failed to comply with Labor Code section 226(a)(1) as "gross wages
15 earned" were not accurately reflected in that: all hours worked, including overtime, were not included.

16 29. Defendants failed to comply with Labor Code section 226(a)(2) as "total hours worked
17 by the employee" were not accurately reflected in that: all hours worked, including overtime, were
18 not included.

19 30. Defendants failed to comply with Labor Code section 226(a)(5) as "net wages earned"
20 were not accurately reflected in that: all hours worked, including overtime, were not included.

21 31. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements
22 issues to Plaintiff and Class Members failed to state "the name and address of the legal entity that is
23 the employer."

24 32. Defendants failed to comply with Labor Code section 226(a)(9) as "all applicable
25 hourly rates in effect during the pay period and the corresponding number of hours worked at each
26 hourly rate by the employee" were not accurately reflected in that: all hours worked, including
27 overtime, were not included.

28 33. Furthermore, Defendants failed to provide Plaintiff and Class Members with paper pay

1 stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE Opinion Letters.
2 Plaintiff's and Class Members' wage statement were only provided in electronic format in violation
3 of Labor Code § 226.

4 34. Plaintiff and Class Members were not reimbursed for business expenses incurred in
5 executing their duties under Defendant's employ. Specifically, Plaintiff and Class Members were
6 required to pay the costs of their personal cellphones to monitor and respond to emails from
7 Defendants, which was necessary to perform their duties under Defendants' employ. Plaintiff and
8 Class members were not reimbursed for these necessary work-related expenses.

9 35. Finally, Defendants also failed to provide suitable seating. The operations at
10 Defendant's facilities allowed for the presence and use of a stool or seat during the performance of
11 work duties. The nature of the effected job positions can reasonably be accomplished while using a
12 seat or stool. However, Defendants failed to provide suitable seating when the nature of work
13 reasonably permitted sitting.

14 36. California Labor Code § 1198 requires that "... the standard conditions of labor fixed
15 by the commission shall be the ... standard conditions of labor for employees. The employment of
16 any employee ... under conditions of labor prohibited by the order is unlawful." Paragraph (14)(A)
17 of the applicable IWC Wage Orders provides that "[a]ll working employees shall be provided with
18 suitable seats when the nature of the work reasonably permits the use of seats." Paragraph 14(B) of
19 the applicable IWC Wage Orders provides that "[w]hen employees are not engaged in the active
20 duties of their employment and the nature of the work requires standing, an adequate number of
21 suitable seats shall be placed in reasonable proximity to the work area and employees shall be
22 permitted to use such seats when it does not interfere with the performance of their duties.

23 **FIRST CAUSE OF ACTION**

24 **FAILURE TO PROVIDE MEAL PERIODS**

25 **(Lab. Code §§ 226.7, 512, 1174, and 1198)**

26 **(Plaintiff and Meal Period Sub-Class)**

27 37. Plaintiff incorporates by reference the preceding paragraphs of the Complaint as if
28 fully alleged herein.

1 38. At all relevant times, Plaintiff and the **Meal Period Sub-Class** members have been
2 non-exempt employees of Defendant entitled to the full meal period protections of both the Labor
3 Code and the applicable Industrial Welfare Commission Wage Order.

4 39. Labor Code section 512 and Section 11 of the applicable Industrial Welfare
5 Commission Wage Order impose an affirmative obligation on employers to provide non-exempt
6 employees with uninterrupted, duty-free meal periods of at least thirty minutes for each work period
7 of five hours, and to provide them with two uninterrupted, duty-free meal periods of at least thirty
8 minutes for each work period of ten hours.

9 40. Labor Code section 226.7 and Section 11 of the applicable Industrial Welfare
10 Commission Wage Order (“Wage Order”) both prohibit employers from requiring employees to work
11 during required meal periods and require employers to pay non-exempt employees an hour of
12 premium wages on each workday that the employee is not provided with the required meal period.

13 41. Compensation for missed meal periods constitutes wages within the meaning of Labor
14 Code section 200.

15 42. Labor Code section 1198 makes it unlawful to employ a person under conditions that
16 violate the applicable Wage Order.

17 43. Section 11 of the applicable Wage Order states:

18 No employer shall employ any person for a work period of more than
19 five (5) hours without a meal period of not less than 30 minutes, except
20 that when a work period of not more than six (6) hours will complete
21 the day’s work the meal period may be waived by mutual consent of
22 the employer and employee. Unless the employee is relieved of all duty
23 during a 30 minute meal period, the meal period shall be considered an
24 ‘on duty’ meal period and counted as time worked. An ‘on duty’ meal
 period shall be permitted only when the nature of the work prevents an
 employee from being relieved of all duty and when by written
 agreement between the parties an on-the-job paid meal period is agreed
 to. The written agreement shall state that the employee may, in writing,
 revoke the agreement at any time.

25 44. At all relevant times, Plaintiff was not subject to a valid on-duty meal period
26 agreement. Plaintiff is informed and believes that, at all relevant times, **Meal Period Sub-Class**
27 members were not subject to valid on-duty meal period agreements with Defendants.

28 45. Plaintiff alleges that, at all relevant times during the applicable limitations period,

1 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
2 **Sub-Class** with uninterrupted, duty-free meal periods for at least thirty (30) minutes for each five (5)
3 hour work period, as required by Labor Code section 512 and the applicable Wage Order.
4 Specifically, due to understaffing, heavy workloads, and the uncompensated pre-shift duties discussed
5 herein, Plaintiff and **Meal Period Sub-Class** members were either denied the opportunity to take
6 timely meal periods prior to the completion of their fifth hour of work or denied the opportunity to
7 take meal periods altogether.

8 46. Plaintiff alleges that, at all relevant times during the applicable limitations period,
9 Defendants maintained a policy or practice of failing to pay premium wages to **Meal Period Sub-**
10 **Class** members when they worked five (5) hours without clocking out for any meal period.

11 47. Plaintiff alleges that, at all relevant times during the applicable limitations period,
12 Defendants maintained a policy or practice of not providing Plaintiff and members of the **Meal Period**
13 **Sub-Class** with a second meal period when they worked shifts of ten (10) or more hours and failed
14 to pay them premium wages as required by Labor Code 512 and the applicable Wage Order.

15 48. Moreover, Defendants written policies fail to inform Meal period Class Members of
16 their meal period rights under the Labor Code and applicable Wage Orders.

17 49. At all relevant times, Defendants failed to pay Plaintiff and the **Meal Period Sub-**
18 **Class** members additional premium wages, and/or were not paid premium wages at the employees'
19 regular rates of pay when required meal periods were not provided.

20 50. Pursuant to Labor Code section 204, 218.6, 226.7 and 512, Plaintiff, on behalf of
21 herself and the **Meal Period Sub-Class** members, seeks to recover unpaid premium wages, interest
22 thereon, and costs of suit.

23 51. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
24 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and the
25 **Meal Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

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1 rest breaks for shifts of six (6) hours or more; (2) no formal compliant written rest period policy that
2 encouraged employees to take their rest periods, or that properly advised **Rest Period Sub-Class**
3 members of their rest period rights; and (3) Defendants' policy and practice of requiring **Rest Period**
4 **Sub-Class** members to continue working through their rest breaks due to the excessive workload.

5 60. At all relevant times, Defendants failed to pay Plaintiff and the **Rest Period Sub-Class**
6 members additional premium wages when required rest periods were not provided.

7 61. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of herself
8 and **Rest Period Sub-Class** members, seeks to recover unpaid premium wages, interest thereon, and
9 costs of suit.

10 62. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
11 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and **Rest**
12 **Period Sub-Class** members, seeks to recover reasonable attorneys' fees.

13 **THIRD CAUSE OF ACTION**

14 **FAILURE TO PAY HOURLY AND OVERTIME WAGES**

15 **(Lab. Code §§ 223, 510, 1194, 1197 and 1198)**

16 **(Plaintiff and Hourly Employee Class)**

17 63. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
18 herein.

19 64. At all relevant times, Plaintiff and **Hourly Employee Class** members are or have been
20 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
21 applicable Wage Order.

22 65. Section 2 of the applicable Wage Order defines "hours worked" as "the time during
23 which an employee is subject to the control of the employer, and includes all the time the employee
24 is suffered or permitted to work, whether or not required to do so."

25 66. Section 4 of the applicable Wage Order requires an employer to pay non-exempt
26 employees at least the minimum wage set forth therein for all hours worked, which consist of all hours
27 that an employer has actual or constructive knowledge that employees are working.

28 67. Labor Code section 1194 invalidates any agreement between an employer and an

1 employee to work for less than the minimum or overtime wage required under the applicable Wage
2 Order.

3 68. Labor Code section 1194.2 entitles non-exempt employees to recover liquidated
4 damages in amounts equal to the amounts of unpaid minimum wages and interest thereon in addition
5 to the underlying unpaid minimum wages and interest thereon.

6 69. Labor Code section 1197 makes it unlawful for an employer to pay an employee less
7 than the minimum wage required under the applicable Wage Order for all hours worked during a
8 payroll period.

9 70. Labor Code section 1197.1 provides that it is unlawful for any employer or any other
10 person acting either individually or as an officer, agent or employee of another person, to pay an
11 employee, or cause an employee to be paid, less than the applicable minimum wage.

12 71. Labor Code section 1198 makes it unlawful for employers to employ employees under
13 conditions that violate the applicable Wage Order.

14 72. Labor Code section 204 requires employers to pay non-exempt employees their earned
15 wages for the normal work period at least twice during each calendar month on days the employer
16 designates in advance and to pay non-exempt employees their earned wages for labor performed in
17 excess of the normal work period by no later than the next regular payday.

18 73. Labor Code section 223 makes it unlawful for employers to pay their employees lower
19 wages than required by contract or statute while purporting to pay them legal wages.

20 74. Labor Code section 510 and Section 3 of the applicable Wage Order require employees
21 to pay non-exempt employees overtime wages of no less than one and one-half (1.5) times their
22 respective regular rates of pay for all hours worked in excess of eight (8) hours in one workday, all
23 hours worked in excess of forty (40) hours in one workweek, and/or for the first eight (8) hours
24 worked on the seventh consecutive day of one workweek.

25 75. Labor Code section 510 and Section 3 of the applicable Wage Order also require
26 employers to pay non-exempt employees overtime wages of no less than two (2) times their respective
27 regular rates of pay for all hours worked in excess of twelve (12) hours in one workday and for all
28 hours worked in excess of eight (8) hours on a seventh consecutive workday during the workweek.

1 76. Plaintiff is informed and believes that, at all relevant times, Defendants have applied
2 centrally devised policies and practices to her and **Hourly Employee Class** members with respect to
3 working conditions and compensation arrangements.

4 77. At all relevant times, Defendants failed to pay hourly wages to Plaintiff and **Hourly**
5 **Employee Class** members for all time worked, including but not limited to, overtime hours at
6 statutory and/or agreed rates.

7 78. Plaintiff and **Hourly Employee Class** members were not paid proper wages and
8 overtime for all hours worked, at the proper rates of pay. Plaintiff and **Hourly Employee Class**
9 members were consistently required to perform work, off-the-clock for which they were not paid
10 wages. Specifically, Plaintiff and **Hourly Employee Class** members were consistently required to
11 perform work, off-the-clock, for which they were not paid wages. First, Plaintiff and **Hourly**
12 **Employee Class** members were required to wait in line for a timeclock to become available for them
13 to clock in, prior to clocking in. Moreover, Plaintiff and **Hourly Employee Class** members were
14 required to report for their shifts at a certain time, however, they did not clock into the start of their
15 shift as they were required to wait outside the store for their manager to arrive, unlock the store, and
16 allow them access to the timeclock for them to clock in to their shift as Next, after clocking out for
17 the day, Plaintiff and **Hourly Employee Class** members were required to monitor their emails on
18 their cellphones, as they were expected to know any business developments that occurred while they
19 were off-the-clock. Finally, Plaintiff and **Hourly Employee Class** members were required to
20 complete training programs off-the-clock. The forgoing and uncompensated working time was under
21 the direction and control of Defendants, for which no wages were paid.

22 79. This uncompensated time caused Plaintiff and **Hourly Employee Class** members to
23 work in excess of eight (8), ten (10), and twelve (12) hours a day and/or forty (40) hours a week,
24 entitling Plaintiff and **Hourly Employee Class** members to minimum and overtime wages, which
25 they were systemically denied.

26 80. As a result of Defendants' unlawful conduct, Plaintiff and **Hourly Employee Class**
27 members have suffered damages in an amount, subject to proof, to the extent they were not paid the
28 full amount of wages earned during each pay period during the applicable limitations period,

1 including overtime wages.

2 81. Pursuant to Labor Code sections 204, 218.6, 223, 510, 1194 and 1194.2, Plaintiff, on
3 behalf of herself and **Hourly Employee Class** members, seeks to recover unpaid straight time and
4 overtime wages, interest thereon and costs of suit.

5 82. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the
6 substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of herself and
7 **Hourly Employee Class** members, seeks to recover reasonable attorneys' fees.

8 **FOURTH CAUSE OF ACTION**

9 **FAILURE TO PROVIDE ACCURATE WRITTEN WAGE STATEMENTS**

10 **(Lab. Code § 226)**

11 **(Plaintiff and Wage Statement Penalties Sub-Class)**

12 83. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
13 herein.

14 84. Labor Code section 226(a) states:

15 An employer, semimonthly or at the time of each payment of wages,
16 shall furnish to his or her employee, either as a detachable part of the
17 check, draft, or voucher paying the employee's wages, or separately if
18 wages are paid by personal check or cash, an accurate itemized
19 statement in writing showing (1) gross wages earned, (2) total hours
20 worked by the employee, except as provided in subdivision (j), (3) the
21 number of piece-rate units earned and any applicable piece rate if the
22 employee is paid on a piece-rate basis, (4) all deductions, provided that
23 all deductions made on written orders of the employee may be
24 aggregated and shown as one item, (5) net wages earned, (6) the
25 inclusive dates of the period for which the employee is paid, (7) the
26 name of the employee and only the last four digits of his or her social
27 security number or an employee identification number other than a
28 social security number, (8) the name and address of the legal entity that
is the employer and, if the employer is a farm labor contractor, as
defined in subdivision (b) of Section 1682, the name and address of the
legal entity that secured the services of the employer, and (9) all
applicable hourly rates in effect during the pay period and the
corresponding number of hours worked at each hourly rate by the
employee and, beginning July 1, 2013, if the employer is a temporary
services employer as defined in Section 201.3, the rate of pay and the
total hours worked for each temporary services assignment. The
deductions made from payment of wages shall be recorded in ink or
other indelible form, properly dated, showing the month, day, and year,
and a copy of the statement and the record of the deductions shall be
kept on file by the employer for at least three years at the place of
employment or at a central location within the State of California. For

1 purposes of this subdivision, ‘copy’ includes a duplicate of the itemized
2 statement provided to an employee or a computer-generated record that
accurately shows all of the information required by this subdivision.

3 85. The Division of Labor Standards Enforcement (“DLSE”) has sought to harmonize the
4 “detachable part of the check” provision and the “accurate itemized statement in writing” provision
5 of Labor Code section 226(a) by allowing for electronic wage statements so long as each employee
6 retains the right to elect to receive a written paper stub or record and that those who are provided with
7 electronic wage statements retain the ability to easily access the information and convert the electronic
8 statements into hard copies at no expense to the employee. (DLSE Opinion Letter July 6, 2006).

9 86. Plaintiff is informed and believes that, at all relevant times during the applicable
10 limitations period, Defendants have failed to provide Plaintiff and **Wage Statement Class** members
11 with written wage statements as described above. Additionally, the wage statements issued to class
12 members failed to account for the unpaid minimum wages, overtime, and premium pay wages
13 described above.

14 87. Furthermore, Defendants failed to provide Plaintiff and **Wage Statement Class**
15 Members with paper pay stubs as required by Labor Code § 226, applicable Wage Orders, and DLSE
16 Opinion Letters. Plaintiff’s and **Wage Statement Class** members’ wage statements were only
17 provided in electronic format in violation of Labor Code § 226.

18 88. Defendants failed to comply with Labor Code section 226(a)(8) as the wage statements
19 issues to Plaintiff and **Wage Statement Class** Members failed to state “the name and address of the
20 legal entity that is the employer.”

21 89. Plaintiff is informed and believes that Defendants’ failure to provide Plaintiff and
22 **Wage Statement Class** members with accurate written wage statements was intentional in that
23 Defendants have the ability to provide them with accurate wage statements but have intentionally
24 provided them with written wage statements that Defendants have known do not comply with Labor
25 Code section 226(a).

26 90. Plaintiff and **Wage Statement Class** members have suffered injuries, in that
27 Defendants have violated their legal rights to receive accurate wage statements and have misled them
28 about their actual rates of pay and wages earned. In addition, inaccurate information on their wage

1 statements has prevented immediate challenges to Defendants' unlawful pay practices, has required
2 discovery and mathematical computations to determine the amount of wages owed, has caused
3 difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the
4 submission of inaccurate information about wages and deductions to federal and state government
5 agencies.

6 91. Pursuant to Labor Code section 226(e), Plaintiff, on behalf of herself and **Wage**
7 **Statement Class** members, seeks the greater of actual damages or \$50.00 for the initial pay period in
8 which a violation of Labor Code section 226(a) occurred, and \$100.00 for each subsequent pay period
9 in which a violation of Labor Code section 226(a) occurred, not to exceed an aggregate penalty of
10 \$4000.00 per class member, as well as awards of reasonable attorneys' fees and costs.

11 **FIFTH CAUSE OF ACTION**

12 **FAILURE TO TIMELY PAY ALL FINAL WAGES**

13 **(Lab. Code §§ 201-203)**

14 **(Plaintiff and Waiting Time Penalties Sub-Class)**

15 92. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
16 herein.

17 93. At all relevant times, Plaintiff and **Waiting Time Penalties Sub-Class** members have
18 been entitled, upon the end of their employment with Defendants, to timely payment of all wages
19 earned and unpaid before termination or resignation.

20 94. At all relevant times, pursuant to Labor Code section 201, employees who have been
21 discharged have been entitled to payment of all final wages immediately upon termination.

22 95. At all relevant times, pursuant to Labor Code section 202, employees who have
23 resigned after giving at least seventy-two (72) hours' notice of resignation have been entitled to
24 payment of all final wages at the time of resignation.

25 96. Plaintiff is informed and believes that, at all relevant times during the applicable
26 limitations period, Defendants have failed to timely pay **Waiting Time Penalties Sub-Class**
27 members all their final wages in accordance with the Labor Code.

28 97. Plaintiff is informed and believes that, at all relevant times during the applicable

1 limitations period, Defendants have maintained a policy or practice of paying **Waiting Time**
2 **Penalties Sub-Class** members their final wages without regard to the requirements of Labor Code
3 sections 201 or 202 by failing to timely pay them all final wages.

4 98. Plaintiff is informed and believes, and thereupon alleges that Defendants' failure to
5 timely pay all final wages to her and **Waiting Time Penalties Sub-Class** members has been willful
6 in that Defendants have the ability to pay final wages in accordance with Labor Code sections 201
7 and/or 202 but have intentionally adopted policies or practices that are incompatible with those
8 requirements.

9 99. Pursuant to Labor Code sections 203 and 218.6, Plaintiff, on behalf of herself and
10 **Waiting Time Penalties Sub-Class** members, seeks waiting time penalties from the dates that their
11 final wages have first become due until paid, up to a maximum of thirty days, and interest thereon.

12 100. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
13 and/or the common fund doctrine, Plaintiff, on behalf of herself and **Waiting Time Penalties Sub-**
14 **Class** members, seeks awards of reasonable attorneys' fees and costs.

15 **SIXTH CAUSE OF ACTION**

16 **FAILURE TO INDEMNIFY**

17 **(Lab. Code § 2802)**

18 **(Plaintiff and Reimbursement Class)**

19 101. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
20 herein.

21 102. Labor Code section 2802(a) states:

22 An employer shall indemnify his or her employee for all necessary
23 expenditures or losses incurred by the employee in direct consequence
24 of the discharge of his or her duties, or of his or her obedience to the
25 directions of the employer, even though unlawful, unless the employee,
26 at the time of obeying the directions, believed them to be unlawful.

27 103. Plaintiff and **Expense Reimbursement Class** members were not reimbursed for
28 business expenses incurred in executing their duties under Defendant's employ. Specifically, Plaintiff
and Class Members were required to pay the costs of their personal cellphones to monitor and respond
to emails from Defendants, which was necessary to perform their duties under Defendants' employ.

1 Plaintiff and **Expense Reimbursement Class Members** were not reimbursed for these necessary
2 work-related expenses.

3 104. Accordingly, Plaintiff and **Expense Reimbursement Class** members are entitled to
4 restitution for all unpaid amounts due and owing to within four (4) years of the date of the filing of
5 the Complaint and until the date of entry of judgment.

6 105. Plaintiff, on behalf of herself, and **Expense Reimbursement Class** members, seeks
7 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys' fees and
8 costs pursuant to Code of Civil Procedure section 1021.5.

9 **SEVENTH CAUSE OF ACTION**

10 **UNFAIR COMPETITION**

11 **(Bus. & Prof. Code §§ 17200 *et seq.*)**

12 **(Plaintiff and UCL Class)**

13 106. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
14 herein.

15 107. Business and Professions Code section 17200 defines "unfair competition" to include
16 any unlawful business practice.

17 108. Business and Professions Code sections 17203-17204 allow a person who has lost
18 money or property as a result of unfair competition to bring a class action in accordance with Code
19 of Civil Procedure section 382 to recover money or property that may have been acquired from
20 similarly situated persons by means of unfair competition.

21 109. California law requires employers to pay hourly, non-exempt employees for all hours
22 they are permitted or suffered to work, including hours that the employer knows or reasonable should
23 know that employees have worked.

24 110. Plaintiff and the **UCL Class** members re-allege and incorporate the FIRST, SECOND,
25 THIRD, AND SIXTH causes of action herein.

26 111. Plaintiff lost money or property as a result of the aforementioned unfair competition.

27 112. Defendants have or may have acquired money by means of unfair competition.

28 113. Plaintiff is informed and believes, and thereupon alleges that by committing the Labor

1 Code violations described in this Complaint, Defendants violated Labor Code sections 215, 216, 225,
2 226.6, 226.7, 354, 408, 512, 510, 553, 1175, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2802
3 as well as applicable Wage Orders, which make it a misdemeanor to commit the violations alleged
4 herein.

5 114. Defendants have committed criminal conduct through their policies and practices of,
6 *inter alia*, failing to comport with their affirmative obligations as an employer to: provide non-exempt
7 employees with compliant meal and rest periods; pay for all hours worked at the proper rates of pay;
8 and reimbursement for necessary business expenditures.

9 115. Defendants' unlawful conduct as alleged in this Complaint amounts to and constitutes
10 unfair competition within the meaning of Business and Professions Code section 17200 *et seq.*
11 Business and Professions Code section 17200 *et seq.* protects against unfair competition and allows
12 a person who has suffered an injury-in-fact and has lost money or property as a result of an unfair,
13 unlawful or fraudulent business practice to seek restitution on his own behalf and on behalf of
14 similarly situated persons in a class action proceeding.

15 116. As a result of Defendants' violations of the Labor Code during the applicable
16 limitations period, Plaintiff has suffered an injury-in-fact and has lost money or property in the form
17 of earned wages. Specifically, Plaintiff has lost money or property as a result of Defendants' conduct.

18 117. Plaintiff is informed and believes that other similarly situated persons have been
19 subject to the same unlawful policies or practices of Defendants.

20 118. Due to the unfair and unlawful business practices in violation of the Labor Code,
21 Defendants have gained a competitive advantage over other comparable companies doing business in
22 the State of California that comply with their legal obligations.

23 119. California's Unfair Competition Law ("UCL") permits civil recovery and injunctive
24 relief for "any unlawful, unfair or fraudulent business act or practice," including if a practice or act
25 violates or is considered unlawful under any other state or federal law.

26 120. Accordingly, pursuant to Business and Professions Code sections 17200 and 17203,
27 Plaintiff requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
28 Defendants, and each of them, and their agents and employees, from further violations of the Labor

1 Code and applicable Wage Orders.

2 121. Accordingly, pursuant to Bus. & Prof. Code sections 17200 and 17203, Plaintiff
3 requests the issuance of temporary, preliminary and permanent injunctive relief enjoining
4 Defendants, and each of them, and their agents and employees, from further violations of the Labor
5 Code and applicable Industrial Welfare Commission Wage Orders; and upon a final hearing seeks
6 an order permanently enjoining Defendants, and each of them, and their respective agents and
7 employees, from further violations of the Labor Code and applicable Industrial Welfare Commission
8 Wage Orders.

9 122. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
10 herself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
11 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
12 and unfair business practices.

13 123. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
14 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
15 reasonable attorneys' fees in connection with their unfair competition claims.

16 124. Pursuant to Business and Professions Code section 17203, Plaintiff, on behalf of
17 herself and **UCL Class** members, seeks declaratory relief and restitution of all monies rightfully
18 belonging to them that Defendants did not pay them or otherwise retained by means of its unlawful
19 and unfair business practices.

20 125. Pursuant to Code of Civil Procedure section 1021.5, the substantial benefit doctrine
21 and/or the common fund doctrine, Plaintiff and **UCL Class** members are entitled to recover
22 reasonable attorneys' fees in connection with their unfair competition claims.

23 **EIGHTH CAUSE OF ACTION**

24 **CIVIL PENALTIES**

25 **(Lab. Code §§ 2698, *et seq.*)**

26 126. Plaintiff incorporates the preceding paragraphs as if fully alleged herein. During the
27 applicable limitations period, Defendants have violated Labor Code §§ 201, 202, 203, 204, 210, 226,
28 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199,

1 2698, 2699, et seq., and 2802.

2 1. Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of herself
3 and other current and former employees, to bring a representative civil action to recover civil penalties
4 pursuant to the procedures set forth in Labor Code § 2699.3 that may, but need not, be brought or
5 maintained as a class action pursuant to Code of Civil Procedure section 382.

6 2. Plaintiff, a former employee against whom Defendants committed one or more of the
7 alleged Labor Code violations during the applicable limitations period, is an aggrieved employee
8 within the meaning of Labor Code § 2699(c). Plaintiff was employed by Defendants as a non-exempt
9 hourly employee in California. Aggrieved Employees include all non-exempt hourly employees of
10 Defendants within the state of California from one year prior to the date of this letter and continuing
11 through the present (Plaintiff and Aggrieved Employees are collectively referred to herein as
12 “Aggrieved Employees”)

13 3. Defendants also failed to reduce excessive heat to a degree providing employees with
14 reasonable comfort. The temperature in Defendants’ workspace was well above what is legally
15 allowed constituting violations of Labor Code § 1198 and § 2699(f)(2).

16 4. In addition, paragraph (14)(A) of the applicable IWC Wage Orders provides that “[a]ll
17 working employees shall be provided with suitable seats when the nature of the work reasonably
18 permits the use of seats.” Paragraph 14(B) of the applicable IWC Wage Orders provides that “[w]hen
19 employees are not engaged in the active duties of their employment and the nature of the work
20 requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the
21 work area and employees shall be permitted to use such seats when it does not interfere with the
22 performance of their duties.

23 5. Defendants failed to provide Aggrieved Employees suitable seating when the nature
24 of these employees’ work reasonably permitted sitting. Defendants knew or should have known that
25 Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did not
26 interfere with the performance of their duties, and that Defendants did not provide suitable seating
27 and did not allow them to sit when it did not interfere with the performance of their duties constituting
28 violations of of Labor Code § 1198 and regulations promulgated thereunder as herein alleged,

1 including Paragraph 14 of the applicable IWC Wage Orders.

2 6. Plaintiff has complied with the procedures for bringing suit specified in Labor Code §
3 2699.3. Notice was provided to the California Labor & Workforce Development Agency (“LWDA”)
4 and 65 days have elapsed without the LWDA providing Plaintiff with any notice of an intent to
5 investigate.

6 7. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff seeks the following civil
7 penalties for Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7,
8 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, et
9 seq., and 2802:

- 10 i. For violations of Labor Code §§ 201, 202, 203, 226.7, 1174, 1194, 1198 and
11 2802, one hundred dollars (\$100) for each employee per pay period for each
12 initial violation and two hundred dollars (\$200) for each employee per pay
13 period for each subsequent violation (penalties set by Labor Code §
14 2699(f)(2));
- 15 ii. For violations of Labor Code § 203, a penalty in an amount not exceeding thirty
16 (30) days’ pay as waiting time (penalties set by Labor Code § 256);
- 17 iii. For violations of Labor Code § 204, one hundred dollars (\$100) for each
18 employee for each initial violation that was neither willful nor intentional, two
19 hundred dollars (\$200) for each employee, plus 25% of the amount unlawfully
20 withheld from each employee, for each initial violation that was either willful
21 or intentional, and two hundred dollars (\$200) for each employee, plus twenty-
22 five percent (25%) of the amount unlawfully withheld from each employee,
23 for each subsequent violation, regardless of whether the subsequent violation
24 was either willful or intentional (penalties set by Labor Code § 210);
- 25 iv. For violations of Labor Code § 223, one hundred dollars (\$100) for each
26 employee for each initial violation that was neither willful nor intentional, two
27 hundred dollars (\$200) for each employee, plus twenty-five percent (25%) of
28 the amount unlawfully withheld from each employee, for each initial violation

1 that was either willful or intentional, and two hundred dollars (\$200) for each
2 employee, plus twenty-five percent (25%) of the amount unlawfully withheld
3 from each employee, for each subsequent violation, regardless of whether the
4 subsequent violation was either willful or intentional (penalties set by Labor
5 Code § 225.5);

6 v. For violations of Labor Code § 226(a), if this action is deemed to be an initial
7 citation, two hundred and fifty dollars (\$250) for each employee for each
8 violation. Alternatively, if an initial citation or its equivalent occurred before
9 the filing of this action, one thousand dollars (\$1,000) for each employee for
10 each violation (penalties set by Labor Code § 226.3);

11 vi. For violation of Labor Code §§ 510 and 512, fifty dollars (\$50) for each
12 employee for each initial pay period for which the employee was underpaid,
13 and one hundred dollars (\$100) for each employee for each subsequent pay
14 period for which the employee was underpaid (penalties set by Labor Code §
15 558);

16 vii. For violations of Labor Code § 1197, one hundred dollars (\$100) for each
17 aggrieved employee for each initial violation of Labor Code § 1197 that was
18 intentional and two hundred and fifty dollars (\$250) for each aggrieved
19 employee per pay period for each subsequent violation of Labor Code § 1197,
20 regardless of whether the initial violation was intentional (penalties set by
21 Labor Code § 1197.1);

22 viii. Pursuant to Labor Code § 2699(g), Plaintiff seeks an award of reasonable
23 attorneys' fees and costs in connection with Plaintiff's claims for civil
24 penalties.

25 **PRAYER FOR RELIEF**

26 WHEREFORE, Plaintiff, on behalf of himself, all others similarly situated, the State of
27 California, and the general public, prays for relief and judgment against Defendants as follows:

28 a. An order that the action be certified as a class action;

- b. An order that Plaintiff be appointed class representative;
- c. An order that counsel for Plaintiff be appointed class counsel;
- d. Unpaid wages and overtime;
- e. Actual damages;
- f. Liquidated damages;
- g. Unreimbursed expenses;
- h. Restitution;
- i. Declaratory relief;
- j. Pre-judgment interest;
- k. Statutory penalties;
- l. Civil penalties;
- m. Costs of suit;
- n. Reasonable attorneys' fees; and
- o. Such other relief as the Court deems just and proper.

Dated: February 24, 2025

D.LAW, INC.



David Yeremian
David Keledjian
Elizabeth Harrier
Attorneys for Plaintiff
DALISANDRA R. PARTIDA, and the putative
class

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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself, all other similarly situated, the State of California, and the general public, hereby demands a jury trial on all issues so triable.

Dated: February 24, 2025

D.LAW, INC.



David Yermian
David Keledjian
Svetlana Hovhannisyan
Attorneys for Plaintiff
DALISANDRA R. PARTIDA, and the putative
class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale, CA 91203.

Responsible and Compliant Retail Ventura LLC
Registered Agents Inc., Agent for Service of Process
1401 21st St., Ste. R
Sacramento, CA 95811

Responsible and Compliant Retail Ventura LLC
1401 21st St., Ste. R
Sacramento, CA 95811

Embarc Ventura Cannabis Dispensary
1890 E Main Street,
Ventura, CA 93001

Embarc Ventura Cannabis Dispensary
1616 Webster Street
Alameda, CA 94501

Embarc Ventura Cannabis Dispensary
1401 21st St., Ste. R
Sacramento, CA 95811

[X] (BY MAIL) I placed such envelope with postage thereon fully paid in the United States mail at Glendale, California. I am "readily familiar" with this firm's practice of collecting and processing correspondence for mailing. It is deposited with U.S. Postal Service on that same day in the ordinary course of business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date is more than 1 day after date of deposit for mailing in affidavit.

☐ **(BY OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

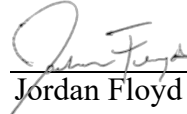
[] (BY ELECTRONIC TRANSMISSION) by use of email by scanning the documents and any and all documents and emailing them to email addresses above.

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1 **[X]** (STATE) I certify (or declare) under penalty of perjury under the laws of the State of
2 California that the foregoing is true and correct.

3
4 Executed on February 24, 2025, at Glendale, California.

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6 _____
7 Jordan Floyd
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