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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

BRIANNA ESCUDERO, ANIRA
MONTOKA, and ERIKA JENSEN,
individuals, on behalf of themselves, and on
behalf of all persons similarly situated,

Plaintiffs,

v.

VIBE BY CALIFORNIA, INC., a Nevada
corporation; PORT CITY ALTERNATIVE OF
STOCKTON, INC., a California corporation;
ALPINE ALTERNATIVE NATUROPATHIC,
INC., a California corporation; VIBE
CULTIVATION LLC, a California limited
liability company; DESERT ORGANIC
SOLUTIONS COLLECTIVE, a California
Corporation; EVR MANAGERS, LLC, a
California limited liability company; VIBE
UKIAH, LLC, a California limited liability
company; and DOES 1-50, Inclusive,

Defendants.

FILED
SUPERIOR COURT

2023 MAR 22 PM 2:14

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Case No:

STK-CV-~~WDE~~-2023-2798

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;

VIA FAX

- 1 6) FAILURE TO PROVIDE WAGES WHEN
2 DUE IN VIOLATION OF CAL. LAB.
3 CODE §§ 201, 202 AND 203;
4 7) FAILURE TO PROVIDE ACCURATE
5 ITEMIZED STATEMENTS IN
6 VIOLATION OF CAL. LAB. CODE § 226;
7 8) FAILURE TO REIMBURSE EMPLOYEES
8 FOR REQUIRED EXPENSES IN
9 VIOLATION OF CAL. LAB. CODE § 2802;
10 9) VIOLATION OF THE PRIVATE
11 ATTORNEYS GENERAL ACT [LABOR
12 CODE §§ 2698 ET SEQ.

13 **DEMAND FOR A JURY TRIAL**

14 PLAINTIFFS BRIANNA ESCUDERO, ANIRA MONTOYA, and ERIKA JENSEN
15 (“PLAINTIFFS”) individuals, on behalf of themselves, and on behalf of all persons similarly
16 situated current and former employees, allege on information and belief, except for her own acts
17 and knowledge which are based on personal knowledge, the following:

18 **PRELIMINARY ALLEGATIONS**

19 1. DEFENDANT VIBE BY CALIFORNIA, INC. (“Defendant Vibe”) is a Nevada
20 corporation that at all relevant times mentioned herein conducted and continues to conduct
21 substantial and regular business throughout California.

22 2. DEFENDANT PORT CITY ALTERNATIVE OF STOCKTON, INC.
23 (“Defendant Port City”) is a California corporation that at all relevant times mentioned herein
24 conducted and continues to conduct substantial and regular business throughout California.

25 3. DEFENDANT ALPINE ALTERNATIVE NATUROPATHIC, INC. (“Defendant
26 “Alpine Alternative”) is a California corporation that at all relevant times mentioned herein
27 conducted and continues to conduct substantial and regular business throughout California.

28 4. DEFENDANT VIBE CULTIVATION LLC (“Defendant Vibe Cultivation”) is a
California limited liability company that at all relevant times mentioned herein conducted and
continues to conduct substantial and regular business throughout California.

5. DEFENDANT DESERT ORGANIC SOLUTIONS COLLECTIVE (“Defendant
Desert Organic Solutions”) is a California corporation that at all relevant times mentioned herein
conducted and continues to conduct substantial and regular business throughout California.

1 6. DEFENDANT EVR MANAGERS, LLC (“Defendant EVR Managers”) is a
2 California limited liability company that at all relevant times mentioned herein conducted and
3 continues to conduct substantial and regular business throughout California.

4 7. DEFENDANT VIBE UKIAH, LLC (“Defendant Vibe Ukiah”) is a California
5 limited liability company that at all relevant times mentioned herein conducted and continues to
6 conduct substantial and regular business throughout California.

7 8. Defendant Vibe, Defendant Port City, Defendant Alpine Alternative, Defendant
8 Vibe Cultivation, Defendant Desert Organic Solutions, Defendant EVR Managers and Defendant
9 Vibe Ukiah were the joint employers of PLAINTIFF as evidenced by the contracts signed and by
10 the company the PLAINTIFF performed work for respectively and are the therefore jointly
11 responsible as employers for the conduct alleged herein and collectively referred to herein as
12 “DEFENDANTS” and/or “DEFENDANT.”

13 9. DEFENDANTS own and operate retail stores for the sale of cannabis products.

14 10. PLAINTIFF BRIANNA ESCUDERO was employed by DEFENDANTS in
15 California from July of 2021 to August of 2022 as a non-exempt employee, paid on an hourly
16 basis and entitled to the legally required meal and rest periods and payment of minimum and
17 overtime wages due for all time worked.

18 11. PLAINTIFF ANIRA MONTROYA was employed by DEFENDANTS in California
19 from December of 2020 to September of 2022 as a non-exempt employee, paid on an hourly basis
20 and entitled to the legally required meal and rest periods and payment of minimum and overtime
21 wages due for all time worked

22 12. PLAINTIFF ERIKA JENSEN was employed by DEFENDANTS in California
23 from September of 2021 to December of 2021 as a non-exempt employee, paid on an hourly basis
24 and entitled to the legally required meal and rest periods and payment of minimum and overtime
25 wages due for all time worked.

26 13. PLAINTIFFS bring this Class Action on behalf of themselves and a California
27 class, defined as all persons who are or previously were employed by Defendant Vibe and/or
28 Defendant Port City and/or Defendant Alpine Alternative and/or Defendant Vibe Cultivation

1 and/or Defendant Desert Organic Solutions and/or Defendant EVR Managers and/or Defendant
2 Vibe Ukiah in California and classified as non-exempt employees (the “CALIFORNIA CLASS”)
3 at any time during the period beginning four (4) years prior to the filing of this Complaint and
4 ending on the date as determined by the Court (the “CLASS PERIOD”). The amount in
5 controversy for the aggregate claim of the CALIFORNIA CLASS Members is under five million
6 dollars (\$5,000,000.00).

7 14. PLAINTIFFS bring this Class Action on behalf of themselves and a
8 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
9 incurred during the CLASS PERIOD caused by DEFENDANTS’ uniform policy and practice
10 which failed to lawfully compensate these employees. DEFENDANTS’ uniform policy and
11 practice alleged herein was an unlawful, unfair, and deceptive business practice whereby
12 DEFENDANTS retained and continue to retain wages due to PLAINTIFFS and the other
13 members of the CALIFORNIA CLASS. PLAINTIFFS and the other members of the
14 CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANTS in the
15 future, relief for the named PLAINTIFFS and the other members of the CALIFORNIA CLASS
16 who have been economically injured by DEFENDANTS’ past and current unlawful conduct, and
17 all other appropriate legal and equitable relief.

18 15. The true names and capacities, whether individual, corporate, subsidiary,
19 partnership, associate or otherwise of DEFENDANT DOES 1 through 50, inclusive, are presently
20 unknown to PLAINTIFFS who therefore sues these DEFENDANTS by such fictitious names
21 pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this Complaint to
22 allege the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
23 PLAINTIFFS are informed and believe, and based upon that information and belief allege, that
24 the DEFENDANTS named in this Complaint, including DOES 1 through 50, inclusive, are
25 responsible in some manner for one or more of the events and happenings that proximately caused
26 the injuries and damages hereinafter alleged.

27 16. The agents, servants and/or employees of the Defendants and each of them acting
28 on behalf of the Defendants acted within the course and scope of his, her or its authority as the

1 agent, servant and/or employee of the Defendants, and personally participated in the conduct
2 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
3 Consequently, the acts of each DEFENDANTS are legally attributable to the other Defendants
4 and all Defendants are jointly and severally liable to PLAINTIFFS and the other members of the
5 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
6 Defendants' agents, servants and/or employees.

7 17. DEFENDANTS were PLAINTIFFS' employers or persons acting on behalf of the
8 PLAINTIFFS' employer, within the meaning of California Labor Code § 558, who violated or
9 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
10 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
11 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
12 at all relevant times.

13 18. DEFENDANTS were PLAINTIFFS' employers or persons acting on behalf of
14 PLAINTIFFS' employer either individually or as an officer, agent, or employee of another person,
15 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
16 employee a wage less than the minimum fixed by California state law, and as such, are subject to
17 civil penalties for each underpaid employee.

18 19. DEFENDANTS' uniform policies and practices alleged herein were unlawful,
19 unfair, and deceptive business practices whereby DEFENDANTS retained and continue to retain
20 wages due to PLAINTIFFS and other members of the CALIFORNIA CLASS.

21 20. PLAINTIFFS and other members of the CALIFORNIA CLASS seek an injunction
22 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFFS and
23 other members of the CALIFORNIA CLASS who has been economically injured by
24 DEFENDANTS' past and current unlawful conduct, and all other appropriate legal and equitable
25 relief.

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1 tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANTS, the CLASS
2 PERIOD should be adjusted accordingly.

3 **A. Meal Period Violations**

4 24. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS
5 was required to pay PLAINTIFFS and CALIFORNIA CLASS Members for all their time worked,
6 meaning the time during which an employee is subject to the control of an employer, including
7 all the time the employee is suffered or permitted to work. From time to time during the CLASS
8 PERIOD, DEFENDANTS required PLAINTIFFS and CALIFORNIA CLASS Members to work
9 without paying them for all the time they were under DEFENDANTS' control. Specifically,
10 DEFENDANTS required PLAINTIFFS to work while clocked out during what was supposed to
11 be PLAINTIFFS' off-duty meal break. Indeed, there were many days where PLAINTIFFS did
12 not even receive a partial lunch. As a result, the PLAINTIFFS and other CALIFORNIA CLASS
13 Members forfeited minimum wage and overtime compensation by regularly working without their
14 time being accurately recorded and without compensation at the applicable minimum wage and
15 overtime rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFFS and other
16 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANTS' business
17 records.

18 25. From time to time during the CLASS PERIOD, as a result of their rigorous work
19 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFFS and other
20 CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty
21 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFFS and other
22 CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANTS for
23 more than five (5) hours during some shifts without receiving a meal break. Further,
24 DEFENDANTS fails to provide PLAINTIFFS and CALIFORNIA CLASS Members with a
25 second off-duty meal period for some workdays in which these employees are required by
26 DEFENDANTS to work ten (10) hours of work. The nature of the work performed by
27 PLAINTIFFS and other CALIFORNIA CLASS Members does not qualify for the limited and
28 narrowly construed "on-duty" meal period exception. When they were provided with meal

1 periods, PLAINTIFFS and other CALIFORNIA CLASS Members were, from time to time,
2 required to remain on premises, on duty and on call. Further, DEFENDANTS from time to time
3 required PLAINTIFFS and other CALIFORNIA CLASS Members to maintain cordless
4 communication devices in order to receive and/or respond to work-related communications during
5 what was supposed to be their off-duty meal periods. DEFENDANTS' failure to provide
6 PLAINTIFFS and the CALIFORNIA CLASS Members with legally required meal breaks is
7 evidenced by DEFENDANTS' business records. PLAINTIFFS and other members of the
8 CALIFORNIA CLASS therefore forfeit meal breaks without additional compensation and in
9 accordance with DEFENDANTS' strict corporate policy and practice.

10 **B. Rest Period Violations**

11 26. From time to time during the CLASS PERIOD, PLAINTIFFS and other
12 CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without
13 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
14 DEFENDANTS' inadequate staffing. Further, for the same reasons, these employees were denied
15 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
16 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some
17 shifts worked of between six (6) and eight (8) hours from time to time, and a first, second and
18 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
19 time to time. When they were provided with rest breaks, PLAINTIFFS and other CALIFORNIA
20 CLASS Members were, from time to time, required to remain on premises, on duty and/or on call.
21 Further, DEFENDANTS from time to time required PLAINTIFFS and other CALIFORNIA
22 CLASS Members to maintain cordless communication devices in order to receive and/or respond
23 to work-related communications during what was supposed to be their off-duty rest periods.
24 PLAINTIFFS and other CALIFORNIA CLASS Members were also not provided with one-hour
25 wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANTS'
26 inadequate staffing, PLAINTIFFS and other CALIFORNIA CLASS Members were from time to
27 time denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

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1 **C. Wage Statement Violations**

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

10 28. From time to time during the CLASS PERIOD, when PLAINTIFFS and other
11 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for
12 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS
13 also failed to provide PLAINTIFFS and other CALIFORNIA CLASS Members with complete
14 and accurate wage statements which failed to show, among other things, all deductions, the total
15 hours worked and all applicable hourly rates in effect during the pay period, and the corresponding
16 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed
17 meal and rest periods. Further, DEFENDANTS from time to time issued wage statements to
18 PLAINTIFFS and other CALIFORNIA CLASS Members that violated Cal. Lab. Code §
19 226(a)(8). Specifically, DEFENDANTS issued wage statements that do not list the correct name
20 or the correct address that is registered with the California Secretary of State. Additionally,
21 DEFENDANTS from time to time issued wage statements to PLAINTIFFS and other
22 CALIFORNIA CLASS Members that violated Cal. Lab. Code § 226(a)(2) by including hours
23 such as, *inter alia*, "Meal Pay", "Holiday" "Sick Pay" and "Vacation Pay" into the computation
24 of total hours worked despite the foregoing items not being considered hours worked for purposes
25 of Cal. Lab. Code § 226(a)(2).

26 29. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide
27 PLAINTIFFS and the CALIFORNIA CLASS Members with wage statements that comply with
28 Cal. Lab. Code § 226.

1 30. As a result, DEFENDANTS issued PLAINTIFFS and other members of the
2 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
3 DEFENDANTS' violations are knowing and intentional, were not isolated due to an unintentional
4 payroll error due to clerical or inadvertent mistake.

5 **D. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

6 31. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and
7 continue to fail to accurately pay PLAINTIFFS and other members of the CALIFORNIA CLASS
8 for all hours worked.

9 32. During the CLASS PERIOD, from time-to-time DEFENDANTS required
10 PLAINTIFFS and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
11 work, including but not limited to submitting to loss prevention inspections. This resulted in
12 PLAINTIFFS and other members of the CALIFORNIA CLASS to have to work while off-the-
13 clock.

14 33. DEFENDANTS directed and directly benefited from the undercompensated off-
15 the-clock work performed by PLAINTIFFS and the other CALIFORNIA CLASS Members.

16 34. DEFENDANTS controlled the work schedules, duties, and protocols, applications,
17 assignments, and employment conditions of PLAINTIFFS and the other members of the
18 CALIFORNIA CLASS.

19 35. DEFENDANTS were able to track the amount of time PLAINTIFFS and the other
20 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
21 document, track, or pay PLAINTIFFS and the other members of the CALIFORNIA CLASS all
22 wages earned and owed for all the work they performed.

23 36. PLAINTIFFS and the other members of the CALIFORNIA CLASS were non-
24 exempt employees, subject to the requirements of the California Labor Code.

25 37. DEFENDANTS' policies and practices deprived PLAINTIFFS and the other
26 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed
27 for the off-the-clock work activities. Because PLAINTIFFS and the other members of the
28 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than

1 eight (8) hours per day, DEFENDANTS’ policies and practices also deprived them of overtime
2 pay.

3 38. DEFENDANTS knew or should have known that PLAINTIFFS and the other
4 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

5 39. As a result, PLAINTIFFS and the other members of the CALIFORNIA CLASS
6 forfeited wages due to them for all hours worked at DEFENDANTS’ direction, control, and
7 benefit for the time spent working while off-the-clock. DEFENDANTS’ uniform policy and
8 practice to not pay PLAINTIFFS and the members of the CALIFORNIA CLASS wages for all
9 hours worked in accordance with applicable law is evidenced by DEFENDANTS’ business
10 records.

11 **E. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
12 **and Redeemed Sick Pay**

13 40. From time to time during the CLASS PERIOD, DEFENDANTS failed and
14 continue to fail to accurately calculate and pay PLAINTIFFS and the other CALIFORNIA
15 CLASS Members for their overtime and double time hours worked, meal and rest period
16 premiums, and redeemed sick pay. As a result, PLAINTIFFS and the other CALIFORNIA
17 CLASS Members forfeited wages due to them for working overtime without compensation at the
18 correct overtime and double time rates, meal and rest period premiums, and redeemed sick pay
19 rates. DEFENDANTS’ uniform policy and practice not to pay the CALIFORNIA CLASS
20 Members at the correct rate for all overtime and double time worked, meal and rest period
21 premiums, and redeemed sick pay in accordance with applicable law is evidenced by
22 DEFENDANTS’ business records.

23 41. State law provides that employees must be paid overtime at one-and-one-half times
24 their “regular rate of pay.” PLAINTIFFS and other CALIFORNIA CLASS Members were
25 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
26 employee’s performance.

27 42. The second component of PLAINTIFFS’ and other CALIFORNIA CLASS
28 Members’ compensation was DEFENDANTS’ non-discretionary incentive program that paid

1 PLAINTIFFS and other CLASS MEMBERS incentive wages based on their performance for
2 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly
3 basis with bonus compensation when the employees met the various performance goals set by
4 DEFENDANTS.

5 43. However, from-time-to-time, when calculating the regular rate of pay, in those pay
6 periods where PLAINTIFFS and other CALIFORNIA CLASS members worked overtime, double
7 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
8 discretionary bonus, DEFENDANTS failed to accurately include the non-discretionary bonus
9 compensation as part of the employees' "regular rate of pay" and/or calculated all hours worked
10 rather than just all non-overtime hours worked. Management and supervisors described the
11 incentive/bonus program to potential and new employees as part of the compensation package.
12 As a matter of law, the incentive compensation received by PLAINTIFFS and other
13 CALIFORNIA CLASS members must be included in the "regular rate of pay." The failure to do
14 so has resulted in a systematic underpayment of overtime and double time compensation, meal
15 and rest period premiums, and redeemed sick pay to PLAINTIFFS and other CALIFORNIA
16 CLASS members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates
17 that paid sick time for non-employees shall be calculated in the same manner as the regular rate
18 of pay for the workweek in which the non-exempt employee uses paid sick time, whether or not
19 the employee actually works overtime in that workweek. DEFENDANTS' conduct, as articulated
20 herein, by failing to include the incentive compensation as part of the "regular rate of pay" for
21 purposes of sick pay compensation was in violation of Cal. Lab. Code § 246 the underpayment of
22 which is recoverable under Cal. Labor Code Sections 201, 202, 203 and/or 204.

23 44. In violation of the applicable sections of the California Labor Code and the
24 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
25 matter of company policy, practice, and procedure, intentionally and knowingly failed to
26 compensate PLAINTIFFS and the other members of the CALIFORNIA CLASS at the correct
27 rate of pay for all overtime and double time worked, meal and rest period premiums, and sick pay.
28 This uniform policy and practice of DEFENDANTS is intended to purposefully avoid the

1 payment of the correct overtime and double time compensation, meal and rest period premiums,
2 and sick pay as required by California law which allowed DEFENDANTS to illegally profit and
3 gain an unfair advantage over competitors who complied with the law. To the extent equitable
4 tolling operates to toll claims by the CALIFORNIA CLASS members against DEFENDANTS,
5 the CLASS PERIOD should be adjusted accordingly.

6 **F. Unreimbursed Business Expenses**

7 45. DEFENDANTS as a matter of corporate policy, practice, and procedure,
8 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFFS
9 and the other CALIFORNIA CLASS Members for required business expenses incurred by the
10 PLAINTIFFS and other CALIFORNIA CLASS Members in direct consequence of discharging
11 their duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers
12 are required to indemnify employees for all expenses incurred in the course and scope of their
13 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her
14 employee for all necessary expenditures or losses incurred by the employee in direct consequence
15 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
16 even though unlawful, unless the employee, at the time of obeying the directions, believed them
17 to be unlawful."

18 46. In the course of their employment, DEFENDANTS required PLAINTIFFS and
19 other CALIFORNIA CLASS Members to incur personal expenses for the use of their personal
20 cell phones and personal vehicles as a result of and in furtherance of their job duties. Specifically,
21 PLAINTIFFS and other CALIFORNIA CLASS Members were required to use their own personal
22 cell phones and personal vehicles in order to perform work related tasks, including but not limited
23 to, taking photos of products to send to DEFENDANTS' manufacturers and transporting product
24 and inventory. However, DEFENDANTS unlawfully failed to reimburse PLAINTIFFS and other
25 CALIFORNIA CLASS Members for the personal expenses incurred for the use of their own
26 personal cell phones and personal vehicles. As a result, in the course of their employment with
27 DEFENDANTS, the PLAINTIFFS and other CALIFORNIA CLASS Members incurred
28 unreimbursed business expenses that included, but were not limited to, costs related to the use of

1 their own personal cell phones and personal vehicles, all on behalf of and for the benefit of
2 DEFENDANTS.

3 **G. Unlawful Rounding Practices**

4 47. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in
5 place an immutable timekeeping system to accurately record and pay PLAINTIFFS and other
6 CALIFORNIA CLASS Members for the actual time these employees worked each day, including
7 overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and
8 practice that resulted in PLAINTIFFS and CALIFORNIA CLASS Members being
9 undercompensated for all of their time worked. As a result, DEFENDANTS were able to and did
10 in fact unlawfully, and unilaterally round the time recorded in DEFENDANTS' timekeeping
11 system for PLAINTIFFS and the members of the CALIFORNIA CLASS in order to avoid paying
12 these employees for all their time worked, including the applicable overtime compensation for
13 overtime worked. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members, from
14 time to time, forfeited compensation for their time worked by working without their time being
15 accurately recorded and without compensation at the applicable overtime rates.

16 48. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
17 rounding policy and practice resulted in PLAINTIFFS and CALIFORNIA CLASS Members'
18 time being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful
19 rounding policy and practice caused PLAINTIFFS and CALIFORNIA CLASS Members to
20 perform work as ordered by DEFENDANTS for more than five (5) hours during a shift without
21 receiving an off-duty meal break.

22 **H. Timekeeping Manipulation**

23 49. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
24 immutable timekeeping system to accurately record and pay PLAINTIFFS and other members of
25 the CALIFORNIA CLASS for the actual time PLAINTIFFS and other members of the
26 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
27 and rest breaks. As a result, DEFENDANTS was able to and did in fact, unlawfully, and
28 unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFFS and

1 other members of the CALIFORNIA CLASS in order to avoid paying these employees for all
2 hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and
3 missed rest break.

4 50. As a result, PLAINTIFFS and other members of the CALIFORNIA CLASS, from
5 time-to-time, forfeited time worked by working without their time being accurately recorded and
6 without compensation at the applicable pay rates.

7 51. The mutability of the timekeeping system also allowed DEFENDANTS to alter
8 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
9 timekeeping system so as to create the appearance that PLAINTIFFS and other members of the
10 CALIFORNIA CLASS clocked out for thirty (30) minute meal break when in fact the employees
11 were not at all times provided an off-duty meal break. This practice is a direct result of
12 DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30)
13 minute off-duty meal breaks each day or otherwise compensate them for missed meal breaks.

14 52. As a result, PLAINTIFFS and the other members of the CALIFORNIA CLASS
15 forfeited wages due them for all hours worked at DEFENDANTS' direction, control and benefit
16 for the time the timekeeping system was inoperable. DEFENDANTS' uniform policy and
17 practice to not pay PLAINTIFFS and the members of the CALIFORNIA CLASS wages for all
18 hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
19 records.

20 **I. Violations for Untimely Payment of Wages**

21 53. Pursuant to California Labor Code section 204, PLAINTIFFS and the
22 CALIFORNIA CLASS members were entitled to timely payment of wages during their
23 employment. PLAINTIFFS and the CALIFORNIA CLASS members, from time to time, did not
24 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
25 meal period premium wages, and rest period premium wages within permissible time period.

26 **J. Unlawful Deductions**

27 54. DEFENDANTS, from time-to-time unlawfully deducted wages from
28 PLAINTIFFS and CALIFORNIA CLASS Members' pay without explanations and without

1 authorization to do so or notice to PLAINTIFFS and the CALIFORNIA CLASS Members. As a
2 result, DEFENDANTS violated Labor Code § 221.

3 55. Specifically, as to PLAINTIFFS, PLAINTIFFS was from time to time unable to
4 take off duty meal and rest breaks and was not fully relieved of duty for their rest and meal periods.
5 PLAINTIFFS was required to perform work as ordered by DEFENDANTS for more than five (5)
6 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to
7 provide PLAINTIFFS with a second off-duty meal period each workday in which she was
8 required by DEFENDANTS to work ten (10) hours of work. When DEFENDANTS provided
9 PLAINTIFFS with a rest break, they required PLAINTIFFS to remain on-duty and on-call for the
10 rest break. DEFENDANTS policy caused PLAINTIFFS to remain on-call and on-duty during
11 what was supposed to be their off-duty meal periods. PLAINTIFFS therefore forfeited meal and
12 rest breaks without additional compensation and in accordance with DEFENDANTS' strict
13 corporate policy and practice. Moreover, DEFENDANTS also provided PLAINTIFFS with
14 paystubs that failed to comply with Cal. Lab. Code § 226. Further, DEFENDANTS failed to
15 reimburse PLAINTIFFS for required business expenses related to the use of their personal cell
16 phones and personal vehicles in violation of Cal. Lab. Code § 2802. To date, DEFENDANTS
17 have not fully paid PLAINTIFFS the minimum, overtime and double time compensation still
18 owed to her or any penalty wages owed to them under Cal. Lab. Code § 203. The amount in
19 controversy for PLAINTIFFS individually does not exceed the sum or value of \$75,000.

20 **CLASS ACTION ALLEGATIONS**

21 56. PLAINTIFFS bring this Class Action on behalf of themselves, and a California
22 class defined as all persons who are or previously were employed by Defendant Vibe and/or
23 Defendant Port City and/or Defendant Alpine Alternative and/or Defendant Vibe Cultivation
24 and/or Defendant Desert Organic Solutions and/or Defendant EVR Managers and/or Defendant
25 Vibe Ukiah in California and classified as non-exempt employees (the "CALIFORNIA CLASS")
26 at any time during the period beginning four (4) years prior to the filing of this Complaint and
27 ending on the date as determined by the Court (the "CLASS PERIOD").
28

1 57. PLAINTIFFS and the other CALIFORNIA CLASS Members have uniformly been
2 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
3 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
4 illegal meal and rest period policies, failed compensate for off-the-clock work, failure to provide
5 accurate itemized wage statements, failed to reimburse for business expenses, failure to maintain
6 required records, and interest, statutory and civil penalties, attorney's fees, costs, and expenses.

7 58. The members of the class are so numerous that joinder of all class members is
8 impractical.

9 59. Common questions of law and fact regarding DEFENDANTS' conduct, including
10 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
11 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
12 regular rate of compensation for missed meal and rest period premiums, failing to provide legally
13 compliant meal and rest periods, failure to provide accurate itemized wage statements accurate,
14 failed to reimburse for business expenses, and failure to ensure they are paid at least minimum
15 wage and overtime, exist as to all members of the class and predominate over any questions
16 affecting solely any individual members of the class. Among the questions of law and fact
17 common to the class are:

- 18 a. Whether DEFENDANTS maintained legally compliant meal period policies and
19 practices;
- 20 b. Whether DEFENDANTS maintained legally compliant rest period policies and
21 practices;
- 22 c. Whether DEFENDANTS failed to pay PLAINTIFFS and the CALIFORNIA
23 CLASS Members accurate premium payments for missed meal and rest periods;
- 24 d. Whether DEFENDANTS failed to pay PLAINTIFFS and the CALIFORNIA
25 CLASS Members accurate overtime wages;
- 26 e. Whether DEFENDANTS failed to pay PLAINTIFFS and the CALIFORNIA
27 CLASS Members at least minimum wage for all hours worked;

- 1 f. Whether DEFENDANTS failed to compensate PLAINTIFFS and the
2 CALIFORNIA CLASS Members for required business expenses;
3 g. Whether DEFENDANTS issued legally compliant wage statements;
4 h. Whether DEFENDANTS committed an act of unfair competition by
5 systematically failing to record and pay PLAINTIFFS and the other members of
6 the CALIFORNIA CLASS for all time worked;
7 i. Whether DEFENDANTS committed an act of unfair competition by
8 systematically failing to record all meal and rest breaks missed by PLAINTIFFS
9 and other CALIFORNIA CLASS Members, even though DEFENDANTS enjoyed
10 the benefit of this work, required employees to perform this work and permits or
11 suffers to permit this work;
12 j. Whether DEFENDANTS committed an act of unfair competition in violation of
13 the UCL, by failing to provide the PLAINTIFFS and the other members of the
14 CALIFORNIA CLASS with the legally required meal and rest periods.

15 60. PLAINTIFFS are members of the CALIFORNIA CLASS and suffered damages
16 as a result of DEFENDANTS' conduct and actions alleged herein.

17 61. PLAINTIFFS' claims are typical of the claims of the CALIFORNIA CLASS, and
18 PLAINTIFFS have the same interests as the other members of the class.

19 62. PLAINTIFFS will fairly and adequately represent and protect the interests of the
20 CALIFORNIA CLASS Members.

21 63. PLAINTIFFS retained able class counsel with extensive experience in class action
22 litigation.

23 64. Further, PLAINTIFFS' interests are coincident with, and not antagonistic to, the
24 interest of the other CALIFORNIA CLASS Members.

25 65. There is a strong community of interest among PLAINTIFFS and the members of
26 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are
27 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
28 sustained.

66. The questions of law and fact common to the CALIFORNIA CLASS Members predominate over any questions affecting only individual members, including legal and factual issues relating to liability and damages.

67. A class action is superior to other available methods for the fair and efficient adjudication of this controversy because joinder of all class members is impractical. Moreover, since the damages suffered by individual members of the class may be relatively small, the expense and burden of individual litigation makes it practically impossible for the members of the class individually to redress the wrongs done to them. Without class certification and determination of declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

- a. Inconsistent or varying adjudications with respect to individual members of the CALIFORNIA CLASS which would establish incompatible standards of conduct for the parties opposing the CALIFORNIA CLASS; and/or,
- b. Adjudication with respect to individual members of the CALIFORNIA CLASS which would as a practical matter be dispositive of the interests of the other members not party to the adjudication or substantially impair or impeded their ability to protect their interests.

68. Class treatment provides manageable judicial treatment calculated to bring an efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the conduct of DEFENDANTS.

FIRST CAUSE OF ACTION

Unlawful Business Practices

(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)

(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)

69. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

1 70. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof.
2 Code § 17021.

3 71. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
4 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
5 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition
6 as follows:

7 Any person who engages, has engaged, or proposes to engage in unfair competition may
8 be enjoined in any court of competent jurisdiction. The court may make such orders or
9 judgments, including the appointment of a receiver, as may be necessary to prevent the
10 use or employment by any person of any practice which constitutes unfair competition, as
defined in this chapter, or as may be necessary to restore to any person in interest any
money or property, real or personal, which may have been acquired by means of such
unfair competition. (Cal. Bus. & Prof. Code § 17203).

11 72. By the conduct alleged herein, DEFENDANTS have engaged and continue to
12 engage in a business practice which violates California law, including but not limited to, the
13 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
14 including Sections 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1,
15 1198, and 2802 for which this Court should issue declaratory and other equitable relief pursuant
16 to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held
17 to constitute unfair competition, including restitution of wages wrongfully withheld.

18 73. By the conduct alleged herein, DEFENDANTS’ practices were unlawful and
19 unfair in that these practices violated public policy, were immoral, unethical, oppressive
20 unscrupulous or substantially injurious to employees, and were without valid justification or
21 utility for which this Court should issue equitable and injunctive relief pursuant to Section 17203
22 of the California Business & Professions Code, including restitution of wages wrongfully
23 withheld.

24 74. By the conduct alleged herein, DEFENDANTS’ practices were deceptive and
25 fraudulent in that DEFENDANTS’ uniform policy and practice failed to provide the legally
26 mandated meal and rest periods and the required amount of compensation for missed meal and
27 rest periods, and failed to pay minimum and overtime wages owed, due to a systematic business
28 practice that cannot be justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare

1 Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this
2 Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203,
3 including restitution of wages wrongfully withheld.

4 75. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
5 unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFFS and
6 the other members of the CALIFORNIA CLASS to be underpaid during their employment with
7 DEFENDANTS.

8 76. By the conduct alleged herein, DEFENDANTS' practices were also unfair and
9 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide
10 mandatory meal and/or rest breaks to PLAINTIFFS and the CALIFORNIA CLASS members as
11 required by Cal. Lab. Code §§ 226.7 and 512.

12 77. Therefore, PLAINTIFFS demands on behalf of themselves and on behalf of each
13 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
14 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
15 each workday in which a second off-duty meal period was not timely provided for each ten (10)
16 hours of work.

17 78. PLAINTIFFS further demands on behalf of themselves and on behalf of each
18 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
19 not timely provided as required by law.

20 79. By and through the unlawful and unfair business practices described herein,
21 DEFENDANTS have obtained valuable property, money and services from PLAINTIFFS and
22 the other members of the CALIFORNIA CLASS, including earned wages for all time worked,
23 and have deprived them of valuable rights and benefits guaranteed by law and contract, all to the
24 detriment of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS
25 to unfairly compete against competitors who comply with the law.

26 80. All the acts described herein as violations of, among other things, the Industrial
27 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
28 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and

1 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
2 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

3 81. PLAINTIFFS and the other members of the CALIFORNIA CLASS are entitled
4 to, and do, seek such relief as may be necessary to restore to them the money and property which
5 DEFENDANTS have acquired, or of which PLAINTIFFS and the other members of the
6 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
7 business practices, including earned but unpaid wages for all time worked.

8 82. PLAINTIFFS and the other members of the CALIFORNIA CLASS are further
9 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,
10 and deceptive, and that injunctive relief should be issued restraining DEFENDANTS from
11 engaging in any unlawful and unfair business practices in the future.

12 83. PLAINTIFFS and the other members of the CALIFORNIA CLASS have no plain,
13 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
14 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a
15 result of the unlawful and unfair business practices described herein, PLAINTIFFS and the other
16 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
17 and economic harm unless DEFENDANTS is restrained from continuing to engage in these
18 unlawful and unfair business practices.

19 **SECOND CAUSE OF ACTION**

20 **Failure To Pay Minimum Wages**

21 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

22 **Alleged by PLAINTIFFS and the CALIFORNIA CLASS against ALL Defendants)**

23 84. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
24 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
25 Complaint.

26 85. PLAINTIFFS and the other members of the CALIFORNIA CLASS bring a claim
27 for DEFENDANTS' willful and intentional violations of the California Labor Code and the
28

1 Industrial Welfare Commission requirements for DEFENDANTS' failure to accurately calculate
2 and pay minimum wages to PLAINTIFFS and CALIFORNIA CLASS Members.

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

5 87. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
6 commission is the minimum wage to be paid to employees, and the payment of a less wage than
7 the minimum so fixed is unlawful.

8 88. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
9 including minimum wage compensation and interest thereon, together with the costs of suit.

10 89. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFFS and
11 the other members of the CALIFORNIA CLASS without regard to the correct amount of time
12 they work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully
13 and intentionally deny timely payment of wages due to PLAINTIFFS and the other members of
14 the CALIFORNIA CLASS.

15 90. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
16 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
17 implementing a uniform policy and practice that denies accurate compensation to PLAINTIFFS
18 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

19 91. In committing these violations of the California Labor Code, DEFENDANTS
20 inaccurately calculated the correct time worked and consequently underpaid the actual time
21 worked by PLAINTIFFS and other members of the CALIFORNIA CLASS. DEFENDANTS
22 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation
23 of the California Labor Code, the Industrial Welfare Commission requirements and other
24 applicable laws and regulations.

25 92. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
26 PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive the correct
27 minimum wage compensation for their time worked for DEFENDANTS.
28

1 93. During the CLASS PERIOD, PLAINTIFFS and the other members of the
2 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a
3 failure to pay all earned wages.

4 94. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
5 compensation to PLAINTIFFS and the other members of the CALIFORNIA CLASS for the true
6 time they worked, PLAINTIFFS and the other members of the CALIFORNIA CLASS have
7 suffered and will continue to suffer an economic injury in amounts which are presently unknown
8 to them, and which will be ascertained according to proof at trial.

9 95. DEFENDANTS knew or should have known that PLAINTIFFS and the other
10 members of the CALIFORNIA CLASS were under-compensated for their time worked.
11 DEFENDANTS systematically elected, either through intentional malfeasance or gross
12 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
13 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
14 PLAINTIFFS and the other members of the CALIFORNIA CLASS the correct minimum wages
15 for their time worked.

16 96. In performing the acts and practices herein alleged in violation of California labor
17 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
18 and provide them with the requisite compensation, DEFENDANTS acted and continue to act
19 intentionally, oppressively, and maliciously toward PLAINTIFFS and the other members of the
20 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
21 consequences to them, and with the despicable intent of depriving them of their property and legal
22 rights, and otherwise causing them injury in order to increase company profits at the expense of
23 these employees.

24 97. PLAINTIFFS and the other members of the CALIFORNIA CLASS therefore
25 request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
26 assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the
27 California Labor Code and/or other applicable statutes. To the extent minimum wage
28 compensation is determined to be owed to the CALIFORNIA CLASS Members who have

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

7 **THIRD CAUSE OF ACTION**

8 **Failure To Pay Overtime Compensation**

9 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

10 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against ALL Defendants)**

11 98. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
12 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
13 Complaint.

14 99. PLAINTIFFS and the other members of the CALIFORNIA CLASS bring a claim
15 for DEFENDANTS' willful and intentional violations of the California Labor Code and the
16 Industrial Welfare Commission requirements for DEFENDANTS' failure to pay these employees
17 for all overtime worked, including, work performed in excess of eight (8) hours in a workday,
18 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

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

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

24 102. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
25 including minimum and overtime compensation and interest thereon, together with the costs of
26 suit. Cal. Lab. Code § 1198 further states that the employment of an employee for longer hours
27 than those fixed by the Industrial Welfare Commission is unlawful.
28

1 103. During the CLASS PERIOD, PLAINTIFFS and CALIFORNIA CLASS Members
2 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time
3 they worked, including overtime work.

4 104. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
5 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
6 implementing a uniform policy and practice that failed to accurately record overtime worked by
7 PLAINTIFFS and other CALIFORNIA CLASS Members and denied accurate compensation to
8 PLAINTIFFS and the other members of the CALIFORNIA CLASS for overtime worked,
9 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
10 (12) hours in a workday, and/or forty (40) hours in any workweek.

11 105. In committing these violations of the California Labor Code, DEFENDANTS
12 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
13 PLAINTIFFS and other CALIFORNIA CLASS Members. DEFENDANTS acted in an illegal
14 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
15 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
16 regulations.

17 106. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
18 PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive the correct
19 overtime compensation for their time worked for DEFENDANTS.

20 107. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
21 from the overtime requirements of the law. None of these exemptions are applicable to
22 PLAINTIFFS and the other members of the CALIFORNIA CLASS. Further, PLAINTIFFS and
23 the other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
24 agreement that would preclude the causes of action contained herein this Complaint. Rather,
25 PLAINTIFFS bring this Action on behalf of themselves, and the CALIFORNIA CLASS, based
26 on DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
27 California.

1 108. During the CLASS PERIOD, PLAINTIFFS and the other members of the
2 CALIFORNIA CLASS were paid less for overtime worked that they were entitled to, constituting
3 a failure to pay all earned wages.

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

11 110. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
12 compensation to PLAINTIFFS and the other members of the CALIFORNIA CLASS for the true
13 amount of overtime they worked, PLAINTIFFS and the other members of the CALIFORNIA
14 CLASS have suffered and will continue to suffer an economic injury in amounts which are
15 presently unknown to them, and which will be ascertained according to proof at trial.

16 111. DEFENDANTS knew or should have known that PLAINTIFFS and the other
17 members of the CALIFORNIA CLASS were undercompensated for their time worked.
18 DEFENDANTS systematically elected, either through intentional malfeasance or gross
19 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
20 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
21 PLAINTIFFS and the other members of the CALIFORNIA CLASS the correct overtime wages
22 for their overtime worked.

23 112. In performing the acts and practices herein alleged in violation of California labor
24 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
25 and provide them with the requisite compensation, DEFENDANTS acted and continue to act
26 intentionally, oppressively, and maliciously toward PLAINTIFFS and the other members of the
27 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
28 consequences to them, and with the despicable intent of depriving them of their property and legal

1 rights, and otherwise causing them injury in order to increase company profits at the expense of
2 these employees.

3 113. Therefore, PLAINTIFFS and the other members of the CALIFORNIA CLASS
4 request recovery of overtime wages, according to proof, interest, statutory costs, as well as the
5 assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the
6 California Labor Code and/or other applicable statutes. To the extent overtime compensation is
7 determined to be owed to the CALIFORNIA CLASS Members who have terminated their
8 employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore
9 these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
10 penalties are sought herein. DEFENDANTS' conduct as alleged herein was willful, intentional,
11 and not in good faith. Further, PLAINTIFFS and other CALIFORNIA CLASS Members are
12 entitled to seek and recover statutory costs.

13 **FOURTH CAUSE OF ACTION**

14 **Failure To Provide Required Meal Periods**

15 **(Cal. Lab. Code §§ 226.7 & 512)**

16 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

17 114. PLAINTIFFS and the other members of the CALIFORNIA CLASS, reallege and
18 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
19 Complaint.

20 115. During the CLASS PERIOD, DEFENDANTS failed to provide all the legally
21 required off-duty meal breaks to PLAINTIFFS and the other CALIFORNIA CLASS Members as
22 required by the applicable Wage Order and Labor Code. The nature of the work performed by
23 PLAINTIFFS and CALIFORNIA CLASS Members did not prevent these employees from being
24 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
25 rigorous work schedules, PLAINTIFFS and other CALIFORNIA CLASS Members were often
26 not fully relieved of duty by DEFENDANTS for their meal periods. Additionally,
27 DEFENDANTS' failure to provide PLAINTIFFS and the CALIFORNIA CLASS Members with
28 legally required meal breaks prior to their fifth (5th) hour of work is evidenced by

1 DEFENDANTS' business records. Further, DEFENDANTS failed to provide PLAINTIFFS and
2 CALIFORNIA CLASS Members with a second off-duty meal period in some workdays in which
3 these employees were required by DEFENDANTS to work ten (10) hours of work. As a result,
4 PLAINTIFFS and other members of the CALIFORNIA CLASS forfeited meal breaks without
5 additional compensation and in accordance with DEFENDANTS' strict corporate policy and
6 practice.

7 116. DEFENDANTS further violated California Labor Code §§ 226.7 and the
8 applicable IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA CLASS
9 Members who were not provided a meal period, in accordance with the applicable Wage Order,
10 one additional hour of compensation at each employee's regular rate of pay for each workday that
11 a meal period was not provided.

12 117. As a proximate result of the aforementioned violations, PLAINTIFFS and
13 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
14 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

15 **FIFTH CAUSE OF ACTION**

16 **Failure To Provide Required Rest Periods**

17 **(Cal. Lab. Code §§ 226.7 & 512)**

18 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

19 118. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
20 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
21 Complaint.

22 119. From time to time, PLAINTIFFS and other CALIFORNIA CLASS Members were
23 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.
24 Further, these employees were denied their first rest periods of at least ten (10) minutes for some
25 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)
26 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and
27 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more.
28 PLAINTIFFS and other CALIFORNIA CLASS Members were also not provided with one-hour

1 wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFFS and other
2 CALIFORNIA CLASS Members were periodically denied their proper rest periods by
3 DEFENDANTS and DEFENDANTS' managers. In addition, DEFENDANTS failed to
4 compensate PLAINTIFFS and other CALIFORNIA CLASS Members for their rest periods as
5 required by the applicable Wage Order and Labor Code. As a result, DEFENDANTS' failure to
6 provide PLAINTIFFS and the CALIFORNIA CLASS Members with all the legally required paid
7 rest periods is evidenced by DEFENDANTS' business records.

8 120. DEFENDANTS further violated California Labor Code §§ 226.7 and the
9 applicable IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA CLASS
10 Members who were not provided a rest period, in accordance with the applicable Wage Order,
11 one additional hour of compensation at each employee's regular rate of pay for each workday that
12 rest period was not provided.

13 121. As a proximate result of the aforementioned violations, PLAINTIFFS and
14 CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial,
15 and seek all wages earned and due, interest, penalties, expenses and costs of suit.

16 **SIXTH CAUSE OF ACTION**

17 **Failure To Pay Wages When Due**

18 **(Cal. Lab. Code § 203)**

19 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

20 122. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
21 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
22 Complaint.

23 123. Cal. Lab. Code § 200 provides that:

24 As used in this article:

- 25 (d) "Wages" includes all amounts for labor performed by employees of every
26 description, whether the amount is fixed or ascertained by the standard of time,
27 task, piece, Commission basis, or other method of calculation.
28 (e) "Labor" includes labor, work, or service whether rendered or performed under
contract, subcontract, partnership, station plan, or other agreement if the to be
paid for is performed personally by the person demanding payment.

1 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
2 Complaint.

3 131. Cal. Labor Code § 226 provides that an employer must furnish employees with an
4 “accurate itemized” statement in writing showing:

- 5 a. Gross wages earned,
- 6 b. (2) total hours worked by the employee, except for any employee whose
7 compensation is solely based on a salary and who is exempt from payment of
8 overtime under subdivision (a) of Section 515 or any applicable order of the
9 Industrial Welfare Commission,
- 10 c. the number of piece-rate units earned and any applicable piece rate if the employee
11 is paid on a piece-rate basis,
- 12 d. all deductions, provided that all deductions made on written orders of the employee
13 may be aggregated and shown as one item,
- 14 e. net wages earned,
- 15 f. the inclusive dates of the period for which the employee is paid,
- 16 g. the name of the employee and his or her social security number, except that by
17 January 1, 2008, only the last four digits of his or her social security number of an
18 employee identification number other than social security number may be shown
19 on the itemized statement,
- 20 h. the name and address of the legal entity that is the employer, and
- 21 i. all applicable hourly rates in effect during the pay period and the corresponding
22 number of hours worked at each hourly rate by the employee.

23 132. When DEFENDANTS did not accurately record PLAINTIFFS’ and other
24 CALIFORNIA CLASS Members’ missed meal and rest breaks, or were paid inaccurate missed
25 meal and rest break premiums, or were not paid for all hours worked, DEFENDANTS violated
26 Cal. Lab. Code § 226 in that DEFENDANTS failed to provide PLAINTIFFS and other
27 CALIFORNIA CLASS Members with complete and accurate wage statements which failed to
28 show, among other things, all deductions, the accurate gross wages earned, net wages earned, the

1 total hours worked and all applicable hourly rates in effect during the pay period and the
2 corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty
3 payments or missed meal and rest periods. Further, DEFENDANTS from time to time issued
4 wage statements to PLAINTIFFS and other CALIFORNIA CLASS Members that violated Cal.
5 Lab. Code § 226(a)(8). Specifically, DEFENDANTS issued wage statements that do not list the
6 correct name or the correct address that is registered with the California Secretary of State.
7 Additionally, DEFENDANTS from time to time issued wage statements to PLAINTIFFS and
8 other CALIFORNIA CLASS Members that violated Cal. Lab. Code § 226(a)(2) by including
9 hours such as, *inter alia*, “Meal Pay”, “Holiday” “Sick Pay” and “Vacation Pay” into the
10 computation of total hours worked despite the foregoing items not being considered hours worked
11 for purposes of Cal. Lab. Code § 226(a)(2).

12 133. In addition to the foregoing, DEFENDANTS failed to provide itemized wage
13 statements to PLAINTIFFS and members of the CALIFORNIA CLASS that complied with the
14 requirements of California Labor Code Section 226.

15 134. DEFENDANTS knowingly and intentionally failed to comply with Cal. Lab. Code
16 § 226, causing injury and damages to PLAINTIFFS and the other members of the CALIFORNIA
17 CLASS. These damages include, but are not limited to, costs expended calculating the correct
18 wages for all missed meal and rest breaks and the amount of employment taxes which were not
19 properly paid to state and federal tax authorities. These damages are difficult to estimate.
20 Therefore, PLAINTIFFS and the other members of the CALIFORNIA CLASS may elect to
21 recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the
22 violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay
23 period pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but
24 in no event more than four thousand dollars (\$4,000.00) for PLAINTIFFS and each respective
25 member of the CALIFORNIA CLASS herein).

26
27 ///
28

EIGHTH CAUSE OF ACTION

FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES

(Cal. Lab. Code §§ 2802)

(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)

135. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

136. Cal. Lab. Code § 2802 provides, in relevant part, that:

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

137. From time to time during the CLASS PERIOD, DEFENDANTS violated Cal. Lab. Code § 2802, by failing to indemnify and reimburse PLAINTIFFS and the CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties for DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFFS and the CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of their own personal cell phones all on behalf of and for the benefit of DEFENDANTS. Specifically, PLAINTIFFS and other CALIFORNIA CLASS Members were required by DEFENDANTS to the use their own personal cell phones to perform their essential job duties on behalf of DEFENDANTS. DEFENDANTS' uniform policy, practice and procedure was to not reimburse PLAINTIFFS and the CALIFORNIA CLASS members for expenses resulting from the use of their personal cell phones for DEFENDANTS within the course and scope of their employment for DEFENDANTS. These expenses were necessary to complete their principal job duties. DEFENDANTS is estopped by DEFENDANTS' conduct to assert any waiver of this expectation. Although these expenses were necessary expenses incurred by PLAINTIFFS and the CALIFORNIA CLASS members, DEFENDANTS failed to indemnify and reimburse PLAINTIFFS and the CALIFORNIA CLASS members for these expenses as an employer is required to do under the laws and regulations of California.

138. PLAINTIFFS therefore demand reimbursement for expenditures or losses incurred by her and the CALIFORNIA CLASS members in the discharge of their job duties for DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

NINTH CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT

(Cal. Lab. Code §§2698 et seq.)

(Alleged by PLAINTIFF against all Defendants)

139. PLAINTIFF realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

140. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who does so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." (Stats. 2003, ch. 906, § 1). Accordingly, PAGA claims cannot be subject to arbitration.

141. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, bring this Representative Action on behalf of the State of California with respect to himself and all employees who worked for Defendant in California during the time period of January 13, 2022 until the present (the "AGGRIEVED EMPLOYEES").

142. On January 13, 2023, PLAINTIFF gave written notice by certified mail to the Labor and Workforce Development Agency (the "Agency") and the employer of the specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference herein. The statutory waiting

1 period for Plaintiff to add these allegations to the Complaint has expired. As a result, pursuant
2 to Section 2699.3, Plaintiff may now commence a representative civil action under PAGA
3 pursuant to Section 2699 as the proxy of the State of California with respect to all AGGRIEVED
4 EMPLOYEES as herein defined.

5 143. The policies, acts and practices heretofore described were and are an unlawful
6 business act or practice because DEFENDANTS (a) failed to pay AGGRIEVED EMPLOYEES
7 minimum wages and overtime wages, (b) failed to provide AGGRIEVED EMPLOYEES legally
8 required meal and rest breaks, (c) failed to pay AGGRIEVED EMPLOYEES at the correct
9 regular rate of pay, (d) failed to pay AGGRIEVED EMPLOYEES for all time worked, and (e)
10 failed to timely pay wages, all in violation of the applicable Labor Code sections listed in Labor
11 Code §2699.5, including but not limited to Labor Code §§ 201, 201.3, 202, 203, 204, 210,
12 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197,
13 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and the applicable Industrial Wage Order(s),
14 and thereby gives rise to statutory penalties as a result of such conduct. PLAINTIFF hereby seeks
15 recovery of civil penalties as prescribed by the Labor Code Private Attorney General Act of 2004
16 as the representative of the State of California for the illegal conduct perpetrated on PLAINTIFF
17 and the other AGGRIEVED EMPLOYEES.

18 **PRAYER FOR RELIEF**

19 WHEREFORE, PLAINTIFFS pray for a judgment against each DEFENDANTS, jointly
20 and severally, as follows:

21 1. On behalf of the CALIFORNIA CLASS:

- 22 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
23 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
24 b. An order temporarily, preliminarily and permanently enjoining and restraining
25 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
26 c. An order requiring DEFENDANTS to pay all overtime wages and all sums
27 unlawfully withheld from compensation due to PLAINTIFFS and the other
28 members of the CALIFORNIA CLASS; and

d. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund for restitution of the sums incidental to DEFENDANTS' violations due to PLAINTIFFS and to the other members of the CALIFORNIA CLASS.

2. On behalf of the CALIFORNIA CLASS:

a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;

b. Compensatory damages, according to proof at trial, including compensatory damages for overtime compensation due to PLAINTIFFS and the other members of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest thereon at the statutory rate;

c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the applicable IWC Wage Order;

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

e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.

f. The amount of the expenses PLAINTIFFS and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

3. On behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES: Recovery of civil penalties as prescribe by the Labor Code Private Attorneys General Act of 2004;

4. On all claims:

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

- 1 b. Such other and further relief as the Court deems just and equitable; and
2 c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law,
3 including, but not limited to, pursuant to Labor Code § 218.5, § 226, and/or § 1194.
4

5 DATED: March 20, 2023

ZAKAY LAW GROUP, APLC

7 By: 
8 Shani O. Zakay
9 Attorney for PLAINTIFFS

10 **DEMAND FOR A JURY TRIAL**

11 PLAINTIFFS demands a jury trial on issues triable to a jury.
12

13 DATED: March 20, 2023

ZAKAY LAW GROUP, APLC

15 By: 
16 Shani O. Zakay
17 Attorney for PLAINTIFFS
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EXHIBIT 1

January 13, 2023

Via Online Filing to LWDA and Certified Mail to Defendants
Labor and Workforce Development Agency
Online Filing

VIBE BY CALIFORNIA, INC.

c/o Aaron P. Johnson
318 Cayuga Street
Salinas, CA 93901

***Sent via Certified Mail and Return Receipt
No. 7022 2410 0003 0424 3071***

**PORT CITY ALTERNATIVE OF
STOCKTON INC.**

c/o Aaron P. Johnson
318 Cayuga Street
Salinas, CA 93901

***Sent via Certified Mail and Return Receipt
No. 7022 2410 0003 0424 3088***

**ALPINE ALTERNATIVE
NATUROPATHIC, INC.**

c/o Aaron P. Johnson
318 Cayuga Street
Salinas, CA 93901

***Sent via Certified Mail and Return Receipt
No. 7022 2410 0003 0424 3095***

VIBE CULTIVATION LLC

c/o Aaron P. Johnson
318 Cayuga Street
Salinas, CA 93901

***Sent via Certified Mail and Return Receipt
No. 7022 2410 0003 0424 3101***

**DESERT ORGANIC SOLUTIONS
COLLECTIVE**

c/o Aaron P. Johnson
318 Cayuga Street
Salinas, CA 93901

***Sent via Certified Mail and Return Receipt
No. 7022 2410 0003 0424 3118***

EVR MANAGERS, LLC

c/o Aaron P. Johnson
318 Cayuga Street
Salinas, CA 93901

***Sent via Certified Mail and Return Receipt
No. 7022 2410 0003 0424 3125***

VIBE UKIAH, LLC

c/o Aaron P. Johnson
318 Cayuga Street
Salinas, CA 93901

***Sent via Certified Mail and Return Receipt
No. 7022 2410 0003 0424 3132***

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

Our offices represent Plaintiffs BRIANNA ESCUDERO (“Plaintiff Escudero”) and ANIRA MONTOYA (“Plaintiff Montoya”) (collectively, hereinafter, “Plaintiffs”), and other aggrieved employees in a proposed lawsuit against Defendant VIBE BY CALIFORNIA, INC. (“Defendant Vibe”), Defendant PORT CITY ALTERNATIVE OF STOCKTON, INC. (“Defendant Port City”), Defendant ALPINE ALTERNATIVE NATUROPATHIC, INC. (“Defendant “Alpine Alternative”), Defendant VIBE CULTIVATION LLC (“Defendant Vibe Cultivation”), Defendant DESERT ORGANIC SOLUTIONS COLLECTIVE (“Defendant Desert Organic Solutions”), Defendant EVR MANAGERS, LLC (“Defendant EVR Managers”), Defendant VIBE UKIAH, LLC (“Defendant Vibe Ukiah”) (collectively, hereinafter, “Defendants”). Plaintiff Escudero was employed by Defendants in California from July of 2021 to August of 2022 as a non-exempt employee, paid on an hourly basis, 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. Plaintiff Montoya was employed by Defendants in California from December of 2020 to September of 2022 as a non-exempt employee, paid on an hourly basis, 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 Plaintiffs and other aggrieved employees for all of their time worked, and for all of their meal breaks and rest breaks. Further, Defendants failed to timely pay Plaintiffs and other aggrieved employees for earned wages.

As a consequence, Plaintiffs contend that Defendants failed to fully compensate them and other similarly situated and aggrieved employees, for all earned wages and failed to provide California-compliant meal and rest breaks and accurate wage statements. Accordingly, Plaintiffs contend that Defendants’ conduct violated Labor Code sections §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and applicable wage orders, and is therefore actionable pursuant to section 2698 *et seq.*

Plaintiffs seek to represent a group of aggrieved employees defined as all non-exempt employees who worked for Defendant Vibe and/or Defendant Port City and/or Defendant Alpine Alternative and/or Defendant Vibe Cultivation and/or Defendant Desert Organic Solutions and/or Defendant EVR Managers and/or Defendant Vibe Ukiah in California during the relevant claim period.

A true and correct copy of the proposed Complaint is attached hereto. The Complaint (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiffs, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to the Plaintiffs, and (v) 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. Plaintiffs therefore incorporate 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—Plaintiffs 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 Plaintiffs continues their 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.

This notice is provided to enable Plaintiffs 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 Act of 2004 on behalf of Plaintiffs and all aggrieved California 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,
JCL LAW FIRM, APC

A handwritten signature in dark ink, appearing to read 'JC Lapuyade', with a long horizontal stroke extending to the right.

Jean-Claude Lapuyade, Esq.

JCL LAW FIRM, APC

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Attorneys for PLAINTIFFS

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN JOAQUIN

BRIANNA ESCUDERO, ANIRA
MONTTOYA, and ERIKA JENSEN,
individuals, on behalf of themselves, and on
behalf of all persons similarly situated,

Plaintiffs,

v.

VIBE BY CALIFORNIA, INC., a Nevada
corporation; PORT CITY ALTERNATIVE OF
STOCKTON, INC., a California corporation;
ALPINE ALTERNATIVE NATUROPATHIC,
INC., a California corporation; VIBE
CULTIVATION LLC, a California limited
liability company; DESERT ORGANIC
SOLUTIONS COLLECTIVE, a California
Corporation; EVR MANAGERS, LLC, a
California limited liability company; VIBE

Case No:

CLASS ACTION COMPLAINT FOR:

- 1) UNFAIR COMPETITION IN VIOLATION
OF CAL. BUS. & PROF. CODE §17200 *et*
seq;
- 2) FAILURE TO PAY MINIMUM WAGES IN
VIOLATION OF CAL. LAB. CODE §§
1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES
IN VIOLATION OF CAL. LAB. CODE §§
510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED
MEAL PERIODS IN VIOLATION OF
CAL. LAB. CODE §§ 226.7 & 512 AND
THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED
REST PERIODS IN VIOLATION OF CAL.

UKIAH, LLC, a California limited liability company; and DOES 1-50, Inclusive,

Defendants.

- LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
 - 7) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
 - 8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
 - 9) RETALIATION (CALIFORNIA GOVT. CODE §§12940, ET SEQ);
 - 10) DISCRIMINATION ON THE BASIS OF DISABILITY (CALIFORNIA GOVT. CODE §§12940, ET SEQ);
 - 11) FAILURE TO REASONABLY ACCOMMODATE (CALIFORNIA GOVT. CODE §§12940, ET SEQ);
 - 12) WORK ENVIRONMENT HARASSMENT (HOSTILE WORK ENVIRONMENT);
 - 13) FAILURE TO PREVENT DISCRIMINATION, AND HARASSMENT (CALIFORNIA GOVT. CODE §§12940, ET SEQ);
 - 14) WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY.

DEMAND FOR A JURY TRIAL

PLAINTIFFS BRIANNA ESCUDERO, ANIRA MONTOYA, and ERIKA JENSEN (“PLAINTIFFS”) individuals, on behalf of themselves, and on behalf of all persons similarly situated current and former employees, allege on information and belief, except for her own acts and knowledge which are based on personal knowledge, the following:

PRELIMINARY ALLEGATIONS

1. DEFENDANT VIBE BY CALIFORNIA, INC. (“Defendant Vibe”) is a Nevada corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. DEFENDANT PORT CITY ALTERNATIVE OF STOCKTON, INC. (“Defendant Port City”) is a California corporation that at all relevant times mentioned herein

1 conducted and continues to conduct substantial and regular business throughout California.

2 3. DEFENDANT ALPINE ALTERNATIVE NATUROPATHIC, INC. (“Defendant
3 “Alpine Alternative”) is a California corporation that at all relevant times mentioned herein
4 conducted and continues to conduct substantial and regular business throughout California.

5 4. DEFENDANT VIBE CULTIVATION LLC (“Defendant Vibe Cultivation”) is a
6 California limited liability company that at all relevant times mentioned herein conducted and
7 continues to conduct substantial and regular business throughout California.

8 5. DEFENDANT DESERT ORGANIC SOLUTIONS COLLECTIVE (“Defendant
9 Desert Organic Solutions”) is a California corporation that at all relevant times mentioned herein
10 conducted and continues to conduct substantial and regular business throughout California.

11 6. DEFENDANT EVR MANAGERS, LLC (“Defendant EVR Managers”) is a
12 California limited liability company that at all relevant times mentioned herein conducted and
13 continues to conduct substantial and regular business throughout California.

14 7. DEFENDANT VIBE UKIAH, LLC (“Defendant Vibe Ukiah”) is a California
15 limited liability company that at all relevant times mentioned herein conducted and continues to
16 conduct substantial and regular business throughout California.

17 8. Defendant Vibe, Defendant Port City, Defendant Alpine Alternative, Defendant
18 Vibe Cultivation, Defendant Desert Organic Solutions, Defendant EVR Managers and Defendant
19 Vibe Ukiah were the joint employers of PLAINTIFF as evidenced by the contracts signed and by
20 the company the PLAINTIFF performed work for respectively and are the therefore jointly
21 responsible as employers for the conduct alleged herein and collectively referred to herein as
22 “DEFENDANTS” and/or “DEFENDANT.”

23 9. DEFENDANTS own and operate retail stores for the sale of cannabis products.

24 10. PLAINTIFF BRIANNA ESCUDERO was employed by DEFENDANTS in
25 California from July of 2021 to August of 2022 as a non-exempt employee, paid on an hourly
26 basis and entitled to the legally required meal and rest periods and payment of minimum and
27 overtime wages due for all time worked.
28

1 11. PLAINTIFF ANIRA MONTROYA was employed by DEFENDANTS in California
2 from December of 2020 to September of 2022 as a non-exempt employee, paid on an hourly basis
3 and entitled to the legally required meal and rest periods and payment of minimum and overtime
4 wages due for all time worked

5 12. PLAINTIFF ERIKA JENSEN was employed by DEFENDANTS in California
6 from September of 2021 to December of 2021 as a non-exempt employee, paid on an hourly basis
7 and entitled to the legally required meal and rest periods and payment of minimum and overtime
8 wages due for all time worked.

9 13. PLAINTIFFS bring this Class Action on behalf of themselves and a California
10 class, defined as all persons who are or previously were employed by Defendant Vibe and/or
11 Defendant Port City and/or Defendant Alpine Alternative and/or Defendant Vibe Cultivation
12 and/or Defendant Desert Organic Solutions and/or Defendant EVR Managers and/or Defendant
13 Vibe Ukiah in California and classified as non-exempt employees (the “CALIFORNIA CLASS”)
14 at any time during the period beginning four (4) years prior to the filing of this Complaint and
15 ending on the date as determined by the Court (the “CLASS PERIOD”). The amount in
16 controversy for the aggregate claim of the CALIFORNIA CLASS Members is under five million
17 dollars (\$5,000,000.00).

18 14. PLAINTIFFS bring this Class Action on behalf of themselves and a
19 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
20 incurred during the CLASS PERIOD caused by DEFENDANTS’ uniform policy and practice
21 which failed to lawfully compensate these employees. DEFENDANTS’ uniform policy and
22 practice alleged herein was an unlawful, unfair, and deceptive business practice whereby
23 DEFENDANTS retained and continue to retain wages due to PLAINTIFFS and the other
24 members of the CALIFORNIA CLASS. PLAINTIFFS and the other members of the
25 CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANTS in the
26 future, relief for the named PLAINTIFFS and the other members of the CALIFORNIA CLASS
27 who have been economically injured by DEFENDANTS’ past and current unlawful conduct, and
28 all other appropriate legal and equitable relief.

1 15. The true names and capacities, whether individual, corporate, subsidiary,
2 partnership, associate or otherwise of DEFENDANT DOES 1 through 50, inclusive, are presently
3 unknown to PLAINTIFFS who therefore sues these DEFENDANTS by such fictitious names
4 pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this Complaint to
5 allege the true names and capacities of Does 1 through 50, inclusive, when they are ascertained.
6 PLAINTIFFS are informed and believe, and based upon that information and belief allege, that
7 the DEFENDANTS named in this Complaint, including DOES 1 through 50, inclusive, are
8 responsible in some manner for one or more of the events and happenings that proximately caused
9 the injuries and damages hereinafter alleged.

10 16. The agents, servants and/or employees of the Defendants and each of them acting
11 on behalf of the Defendants acted within the course and scope of his, her or its authority as the
12 agent, servant and/or employee of the Defendants, and personally participated in the conduct
13 alleged herein on behalf of the Defendants with respect to the conduct alleged herein.
14 Consequently, the acts of each DEFENDANTS are legally attributable to the other Defendants
15 and all Defendants are jointly and severally liable to PLAINTIFFS and the other members of the
16 CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
17 Defendants' agents, servants and/or employees.

18 17. DEFENDANTS were PLAINTIFFS' employers or persons acting on behalf of the
19 PLAINTIFFS' employer, within the meaning of California Labor Code § 558, who violated or
20 caused to be violated, a section of Part 2, Chapter 1 of the California Labor Code or any provision
21 regulating hours and days of work in any order of the Industrial Welfare Commission and, as
22 such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code § 558,
23 at all relevant times.

24 18. DEFENDANTS were PLAINTIFFS' employers or persons acting on behalf of
25 PLAINTIFFS' employer either individually or as an officer, agent, or employee of another person,
26 within the meaning of California Labor Code § 1197.1, who paid or caused to be paid to any
27 employee a wage less than the minimum fixed by California state law, and as such, are subject to
28 civil penalties for each underpaid employee.

19. DEFENDANTS' uniform policies and practices alleged herein were unlawful, unfair, and deceptive business practices whereby DEFENDANTS retained and continue to retain wages due to PLAINTIFFS and other members of the CALIFORNIA CLASS.

20. PLAINTIFFS and other members of the CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFFS and other members of the CALIFORNIA CLASS who has been economically injured by DEFENDANTS' past and current unlawful conduct, and all other appropriate legal and equitable relief.

JURISDICTION AND VENUE

21. This Court has jurisdiction over this Action pursuant to California Code of Civil Procedure, Section 410.10 and California Business & Professions Code, Section 17203. This action is brought as a Class Action on behalf of PLAINTIFFS and similarly situated employees of DEFENDANTS pursuant to Cal. Code of Civ. Proc. § 382.

22. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because DEFENDANTS operates in locations across California, employs the CALIFORNIA CLASS across California, including in this County, and committed the wrongful conduct herein alleged in this County against the CALIFORNIA CLASS.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

23. On or about _____, PLAINTIFFS filed a timely complaint with the Department of Fair Employment and Housing and received a right to sue letter from the Department of Fair Employment and Housing.

THE CONDUCT

24. In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate PLAINTIFFS and the other members of the CALIFORNIA CLASS for missed meal and rest periods, failed to pay PLAINTIFFS and the other members of the CALIFORNIA CLASS for all

1 time worked, failed compensate PLAINTIFFS and other members of the CALIFORNIA CLASS
2 for off-the-clock work, failed to pay PLAINTIFFS and the other members of the CALIFORNIA
3 CLASS overtime at the correct regular rate of pay, failed to compensate PLAINTIFFS and other
4 members of the CALIFORNIA CLASS meal rest premiums at the regular rate, failed to reimburse
5 PLAINTIFFS and other CALIFORNIA CLASS Members for business expenses, and failed to
6 issue to PLAINTIFFS and the members of the CALIFORNIA CLASS with accurate itemized
7 wage statements showing, among other things, all applicable hourly rates in effect during the pay
8 periods and the corresponding amount of time worked at each hourly rate. DEFENDANTS'
9 uniform policies and practices are intended to purposefully avoid the accurate and full payment
10 for all time worked as required by California law which allows DEFENDANTS to illegally profit
11 and gain an unfair advantage over competitors who comply with the law. To the extent equitable
12 tolling operates to toll claims by the CALIFORNIA CLASS against DEFENDANTS, the CLASS
13 PERIOD should be adjusted accordingly.

14 **A. Meal Period Violations**

15 25. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS
16 was required to pay PLAINTIFFS and CALIFORNIA CLASS Members for all their time worked,
17 meaning the time during which an employee is subject to the control of an employer, including
18 all the time the employee is suffered or permitted to work. From time to time during the CLASS
19 PERIOD, DEFENDANTS required PLAINTIFFS and CALIFORNIA CLASS Members to work
20 without paying them for all the time they were under DEFENDANTS' control. Specifically,
21 DEFENDANTS required PLAINTIFFS to work while clocked out during what was supposed to
22 be PLAINTIFFS' off-duty meal break. Indeed, there were many days where PLAINTIFFS did
23 not even receive a partial lunch. As a result, the PLAINTIFFS and other CALIFORNIA CLASS
24 Members forfeited minimum wage and overtime compensation by regularly working without their
25 time being accurately recorded and without compensation at the applicable minimum wage and
26 overtime rates. DEFENDANTS' uniform policy and practice not to pay PLAINTIFFS and other
27 CALIFORNIA CLASS Members for all time worked is evidenced by DEFENDANTS' business
28 records.

26. From time to time during the CLASS PERIOD, as a result of their rigorous work schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFFS and other CALIFORNIA CLASS Members are from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFFS and other CALIFORNIA CLASS Members are required to perform work as ordered by DEFENDANTS for more than five (5) hours during some shifts without receiving a meal break. Further, DEFENDANTS fails to provide PLAINTIFFS and CALIFORNIA CLASS Members with a second off-duty meal period for some workdays in which these employees are required by DEFENDANTS to work ten (10) hours of work. The nature of the work performed by PLAINTIFFS and other CALIFORNIA CLASS Members does not qualify for the limited and narrowly construed "on-duty" meal period exception. When they were provided with meal periods, PLAINTIFFS and other CALIFORNIA CLASS Members were, from time to time, required to remain on premises, on duty and on call. Further, DEFENDANTS from time to time required PLAINTIFFS and other CALIFORNIA CLASS Members to maintain cordless communication devices in order to receive and/or respond to work-related communications during what was supposed to be their off-duty meal periods. DEFENDANTS' failure to provide PLAINTIFFS and the CALIFORNIA CLASS Members with legally required meal breaks is evidenced by DEFENDANTS' business records. PLAINTIFFS and other members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

B. Rest Period Violations

27. From time to time during the CLASS PERIOD, PLAINTIFFS and other CALIFORNIA CLASS Members were also required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work requirements and DEFENDANTS' inadequate staffing. Further, for the same reasons, these 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

1 third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from
2 time to time. When they were provided with rest breaks, PLAINTIFFS and other CALIFORNIA
3 CLASS Members were, from time to time, required to remain on premises, on duty and/or on call.
4 Further, DEFENDANTS from time to time required PLAINTIFFS and other CALIFORNIA
5 CLASS Members to maintain cordless communication devices in order to receive and/or respond
6 to work-related communications during what was supposed to be their off-duty rest periods.
7 PLAINTIFFS and other CALIFORNIA CLASS Members were also not provided with one-hour
8 wages *in lieu* thereof. As a result of their rigorous work schedules and DEFENDANTS'
9 inadequate staffing, PLAINTIFFS and other CALIFORNIA CLASS Members were from time to
10 time denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

11 **C. Wage Statement Violations**

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

20 29. From time to time during the CLASS PERIOD, when PLAINTIFFS and other
21 CALIFORNIA CLASS Members missed meal and rest breaks, or were paid inaccurately for
22 missed meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS
23 also failed to provide PLAINTIFFS and other CALIFORNIA CLASS Members with complete
24 and accurate wage statements which failed to show, among other things, all deductions, the total
25 hours worked and all applicable hourly rates in effect during the pay period, and the corresponding
26 amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed
27 meal and rest periods. Further, DEFENDANTS from time to time issued wage statements to
28 PLAINTIFFS and other CALIFORNIA CLASS Members that violated Cal. Lab. Code §

1 226(a)(8). Specifically, DEFENDANTS issued wage statements that do not list the correct name
2 or the correct address that is registered with the California Secretary of State. Additionally,
3 DEFENDANTS from time to time issued wage statements to PLAINTIFFS and other
4 CALIFORNIA CLASS Members that violated Cal. Lab. Code § 226(a)(2) by including hours
5 such as, *inter alia*, “Meal Pay”, “Holiday” “Sick Pay” and “Vacation Pay” into the computation
6 of total hours worked despite the foregoing items not being considered hours worked for purposes
7 of Cal. Lab. Code § 226(a)(2).

8 30. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide
9 PLAINTIFFS and the CALIFORNIA CLASS Members with wage statements that comply with
10 Cal. Lab. Code § 226.

11 31. As a result, DEFENDANTS issued PLAINTIFFS and other members of the
12 CALIFORNIA CLASS with wage statements that violate Cal. Lab. Code § 226. Further,
13 DEFENDANTS’ violations are knowing and intentional, were not isolated due to an unintentional
14 payroll error due to clerical or inadvertent mistake.

15 **D. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

16 32. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and
17 continue to fail to accurately pay PLAINTIFFS and other members of the CALIFORNIA CLASS
18 for all hours worked.

19 33. During the CLASS PERIOD, from time-to-time DEFENDANTS required
20 PLAINTIFFS and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
21 work, including but not limited to submitting to loss prevention inspections. This resulted in
22 PLAINTIFFS and other members of the CALIFORNIA CLASS to have to work while off-the-
23 clock.

24 34. DEFENDANTS directed and directly benefited from the undercompensated off-
25 the-clock work performed by PLAINTIFFS and the other CALIFORNIA CLASS Members.

26 35. DEFENDANTS controlled the work schedules, duties, and protocols, applications,
27 assignments, and employment conditions of PLAINTIFFS and the other members of the
28 CALIFORNIA CLASS.

1 36. DEFENDANTS were able to track the amount of time PLAINTIFFS and the other
2 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
3 document, track, or pay PLAINTIFFS and the other members of the CALIFORNIA CLASS all
4 wages earned and owed for all the work they performed.

5 37. PLAINTIFFS and the other members of the CALIFORNIA CLASS were non-
6 exempt employees, subject to the requirements of the California Labor Code.

7 38. DEFENDANTS' policies and practices deprived PLAINTIFFS and the other
8 CALIFORNIA CLASS Members of all minimum regular, overtime, and double time wages owed
9 for the off-the-clock work activities. Because PLAINTIFFS and the other members of the
10 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than
11 eight (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime
12 pay.

13 39. DEFENDANTS knew or should have known that PLAINTIFFS and the other
14 members of the CALIFORNIA CLASS off-the-clock work was compensable under the law.

15 40. As a result, PLAINTIFFS and the other members of the CALIFORNIA CLASS
16 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and
17 benefit for the time spent working while off-the-clock. DEFENDANTS' uniform policy and
18 practice to not pay PLAINTIFFS and the members of the CALIFORNIA CLASS wages for all
19 hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
20 records.

21 **E. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums,**
22 **and Redeemed Sick Pay**

23 41. From time to time during the CLASS PERIOD, DEFENDANTS failed and
24 continue to fail to accurately calculate and pay PLAINTIFFS and the other CALIFORNIA
25 CLASS Members for their overtime and double time hours worked, meal and rest period
26 premiums, and redeemed sick pay. As a result, PLAINTIFFS and the other CALIFORNIA
27 CLASS Members forfeited wages due to them for working overtime without compensation at the
28 correct overtime and double time rates, meal and rest period premiums, and redeemed sick pay

1 rates. DEFENDANTS' uniform policy and practice not to pay the CALIFORNIA CLASS
2 Members at the correct rate for all overtime and double time worked, meal and rest period
3 premiums, and redeemed sick pay in accordance with applicable law is evidenced by
4 DEFENDANTS' business records.

5 42. State law provides that employees must be paid overtime at one-and-one-half times
6 their "regular rate of pay." PLAINTIFFS and other CALIFORNIA CLASS Members were
7 compensated at an hourly rate plus incentive pay that was tied to specific elements of an
8 employee's performance.

9 43. The second component of PLAINTIFFS' and other CALIFORNIA CLASS
10 Members' compensation was DEFENDANTS' non-discretionary incentive program that paid
11 PLAINTIFFS and other CLASS MEMBERS incentive wages based on their performance for
12 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly
13 basis with bonus compensation when the employees met the various performance goals set by
14 DEFENDANTS.

15 44. However, from-time-to-time, when calculating the regular rate of pay, in those pay
16 periods where PLAINTIFFS and other CALIFORNIA CLASS members worked overtime, double
17 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
18 discretionary bonus, DEFENDANTS failed to accurately include the non-discretionary bonus
19 compensation as part of the employees' "regular rate of pay" and/or calculated all hours worked
20 rather than just all non-overtime hours worked. Management and supervisors described the
21 incentive/bonus program to potential and new employees as part of the compensation package.
22 As a matter of law, the incentive compensation received by PLAINTIFFS and other
23 CALIFORNIA CLASS members must be included in the "regular rate of pay." The failure to do
24 so has resulted in a systematic underpayment of overtime and double time compensation, meal
25 and rest period premiums, and redeemed sick pay to PLAINTIFFS and other CALIFORNIA
26 CLASS members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates
27 that paid sick time for non-employees shall be calculated in the same manner as the regular rate
28 of pay for the workweek in which the non-exempt employee uses paid sick time, whether or not

1 the employee actually works overtime in that workweek. DEFENDANTS' conduct, as articulated
2 herein, by failing to include the incentive compensation as part of the "regular rate of pay" for
3 purposes of sick pay compensation was in violation of Cal. Lab. Code § 246 the underpayment of
4 which is recoverable under Cal. Labor Code Sections 201, 202, 203 and/or 204.

5 45. In violation of the applicable sections of the California Labor Code and the
6 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
7 matter of company policy, practice, and procedure, intentionally and knowingly failed to
8 compensate PLAINTIFFS and the other members of the CALIFORNIA CLASS at the correct
9 rate of pay for all overtime and double time worked, meal and rest period premiums, and sick pay.
10 This uniform policy and practice of DEFENDANTS is intended to purposefully avoid the
11 payment of the correct overtime and double time compensation, meal and rest period premiums,
12 and sick pay as required by California law which allowed DEFENDANTS to illegally profit and
13 gain an unfair advantage over competitors who complied with the law. To the extent equitable
14 tolling operates to toll claims by the CALIFORNIA CLASS members against DEFENDANTS,
15 the CLASS PERIOD should be adjusted accordingly.

16 **F. Unreimbursed Business Expenses**

17 46. DEFENDANTS as a matter of corporate policy, practice, and procedure,
18 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFFS
19 and the other CALIFORNIA CLASS Members for required business expenses incurred by the
20 PLAINTIFFS and other CALIFORNIA CLASS Members in direct consequence of discharging
21 their duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers
22 are required to indemnify employees for all expenses incurred in the course and scope of their
23 employment. Cal. Lab. Code § 2802 expressly states that "an employer shall indemnify his or her
24 employee for all necessary expenditures or losses incurred by the employee in direct consequence
25 of the discharge of his or her duties, or of his or her obedience to the directions of the employer,
26 even though unlawful, unless the employee, at the time of obeying the directions, believed them
27 to be unlawful."

28 47. In the course of their employment, DEFENDANTS required PLAINTIFFS and

1 other CALIFORNIA CLASS Members to incur personal expenses for the use of their personal
2 cell phones and personal vehicles as a result of and in furtherance of their job duties. Specifically,
3 PLAINTIFFS and other CALIFORNIA CLASS Members were required to use their own personal
4 cell phones and personal vehicles in order to perform work related tasks, including but not limited
5 to, taking photos of products to send to DEFENDANTS' manufacturers and transporting product
6 and inventory. However, DEFENDANTS unlawfully failed to reimburse PLAINTIFFS and other
7 CALIFORNIA CLASS Members for the personal expenses incurred for the use of their own
8 personal cell phones and personal vehicles. As a result, in the course of their employment with
9 DEFENDANTS, the PLAINTIFFS and other CALIFORNIA CLASS Members incurred
10 unreimbursed business expenses that included, but were not limited to, costs related to the use of
11 their own personal cell phones and personal vehicles, all on behalf of and for the benefit of
12 DEFENDANTS.

13 **G. Unlawful Rounding Practices**

14 48. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in
15 place an immutable timekeeping system to accurately record and pay PLAINTIFFS and other
16 CALIFORNIA CLASS Members for the actual time these employees worked each day, including
17 overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and
18 practice that resulted in PLAINTIFFS and CALIFORNIA CLASS Members being
19 undercompensated for all of their time worked. As a result, DEFENDANTS were able to and did
20 in fact unlawfully, and unilaterally round the time recorded in DEFENDANTS' timekeeping
21 system for PLAINTIFFS and the members of the CALIFORNIA CLASS in order to avoid paying
22 these employees for all their time worked, including the applicable overtime compensation for
23 overtime worked. As a result, PLAINTIFFS and other CALIFORNIA CLASS Members, from
24 time to time, forfeited compensation for their time worked by working without their time being
25 accurately recorded and without compensation at the applicable overtime rates.

26 49. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
27 rounding policy and practice resulted in PLAINTIFFS and CALIFORNIA CLASS Members'
28 time being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful

1 rounding policy and practice caused PLAINTIFFS and CALIFORNIA CLASS Members to
2 perform work as ordered by DEFENDANTS for more than five (5) hours during a shift without
3 receiving an off-duty meal break.

4 **H. Timekeeping Manipulation**

5 50. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
6 immutable timekeeping system to accurately record and pay PLAINTIFFS and other members of
7 the CALIFORNIA CLASS for the actual time PLAINTIFFS and other members of the
8 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
9 and rest breaks. As a result, DEFENDANTS was able to and did in fact, unlawfully, and
10 unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFFS and
11 other members of the CALIFORNIA CLASS in order to avoid paying these employees for all
12 hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and
13 missed rest break.

14 51. As a result, PLAINTIFFS and other members of the CALIFORNIA CLASS, from
15 time-to-time, forfeited time worked by working without their time being accurately recorded and
16 without compensation at the applicable pay rates.

17 52. The mutability of the timekeeping system also allowed DEFENDANTS to alter
18 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
19 timekeeping system so as to create the appearance that PLAINTIFFS and other members of the
20 CALIFORNIA CLASS clocked out for thirty (30) minute meal break when in fact the employees
21 were not at all times provided an off-duty meal break. This practice is a direct result of
22 DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30)
23 minute off-duty meal breaks each day or otherwise compensate them for missed meal breaks.

24 53. As a result, PLAINTIFFS and the other members of the CALIFORNIA CLASS
25 forfeited wages due them for all hours worked at DEFENDANTS' direction, control and benefit
26 for the time the timekeeping system was inoperable. DEFENDANTS' uniform policy and
27 practice to not pay PLAINTIFFS and the members of the CALIFORNIA CLASS wages for all
28

1 hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
2 records.

3 **I. Violations for Untimely Payment of Wages**

4 54. Pursuant to California Labor Code section 204, PLAINTIFFS and the
5 CALIFORNIA CLASS members were entitled to timely payment of wages during their
6 employment. PLAINTIFFS and the CALIFORNIA CLASS members, from time to time, did not
7 receive payment of all wages, including, but not limited to, overtime wages, minimum wages,
8 meal period premium wages, and rest period premium wages within permissible time period.

9 **J. Unlawful Deductions**

10 55. DEFENDANTS, from time-to-time unlawfully deducted wages from
11 PLAINTIFFS and CALIFORNIA CLASS Members' pay without explanations and without
12 authorization to do so or notice to PLAINTIFFS and the CALIFORNIA CLASS Members. As a
13 result, DEFENDANTS violated Labor Code § 221.

14 56. Specifically, as to PLAINTIFFS, PLAINTIFFS was from time to time unable to
15 take off duty meal and rest breaks and was not fully relieved of duty for their rest and meal periods.
16 PLAINTIFFS was required to perform work as ordered by DEFENDANTS for more than five (5)
17 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to
18 provide PLAINTIFFS with a second off-duty meal period each workday in which she was
19 required by DEFENDANTS to work ten (10) hours of work. When DEFENDANTS provided
20 PLAINTIFFS with a rest break, they required PLAINTIFFS to remain on-duty and on-call for the
21 rest break. DEFENDANTS policy caused PLAINTIFFS to remain on-call and on-duty during
22 what was supposed to be their off-duty meal periods. PLAINTIFFS therefore forfeited meal and
23 rest breaks without additional compensation and in accordance with DEFENDANTS' strict
24 corporate policy and practice. Moreover, DEFENDANTS also provided PLAINTIFFS with
25 paystubs that failed to comply with Cal. Lab. Code § 226. Further, DEFENDANTS failed to
26 reimburse PLAINTIFFS for required business expenses related to the use of their personal cell
27 phones and personal vehicles in violation of Cal. Lab. Code § 2802. To date, DEFENDANTS
28 have not fully paid PLAINTIFFS the minimum, overtime and double time compensation still

1 owed to her or any penalty wages owed to them under Cal. Lab. Code § 203. The amount in
2 controversy for PLAINTIFFS individually does not exceed the sum or value of \$75,000.

3 **K. Plaintiff Montoya and Plaintiff Escudero's Individual Claims**

4 57. PLAINTIFF ESCUDERO was employed by DEFENDANTS in California from
5 July of 2021 to August 26, 2022.

6 58. PLAINTIFF MONTOYA was employed by DEFENDANTS in California from
7 December of 2020, to September 20, 2022.

8 59. Throughout their employment with DEFENDANTS, PLAINTIFFS were treated
9 differently and unfairly by DEFENDANTS and its agents, all in retaliation against PLAINTIFFS
10 for various protected activities.

11 60. In or around April of 2021, PLAINTIFF MONTOYA was touched inappropriately
12 by one of DEFENDANT'S customers. PLAINTIFF MONTOYA reported the incident to her
13 supervisor, LaToya Daniel (hereinafter "Ms. Daniel"). PLAINTIFF MONTOYA'S report fell on
14 deaf ears as nothing was done in response to PLAINTIFF's reports. Specifically, DEFENDANTS
15 partially blamed PLAINTIFF MONTOYA'S kindness as the reason for the touching and the
16 customer was not banned from the facility.

17 61. In or around June of 2021, PLAINTIFF MONTOYA reported another incident of
18 inappropriate touching by one of DEFENDANTS' customers. Again, PLAINTIFF MONTOYA'S
19 report was ignored.

20 62. On or around June 27, 2022, PLAINTIFFS ESCUDERO and MONTOYA contacted
21 DEFENDANTS' Human Resources Manager, Michelle MacLellan (hereinafter "Ms. MacLellan")
22 to report issues with their manager, Ms. Daniel. PLAINTIFFS ESCUDERO and MONTOYA
23 previously reported several issues about Ms. Daniel's conduct and treatment of PLAINTIFFS.

24 63. On or around July 19, 2022, PLAINTIFF ESCUDERO was given a verbal warning
25 regarding her uniform.

26 64. On or around July 26, 2022, PLAINTIFF ESCUDERO used her paid time off
27 ("PTO") hours. On or around July 29, 2022, PLAINTIFF ESCUDERO was written up for the use
28 of her PTO hours.

1 65. On or around August 3, 2022, PLAINTIFF ESCUDERO contacted Ms. MacLellan
2 on DEFENDANTS' "Slack" messaging system to address her concerns regarding her July 29, 2022,
3 write up.

4 66. On or around August 8, 2022, PLAINTIFF ESCUDERO requested to meet with Ms.
5 Daniel and another supervisor to discuss rumors that Ms. Daniel was spreading in the workplace
6 about PLAINTIFF ESCUDERO.

7 67. On or around August 8, 2022, PLAINTIFFS ESCUDERO and MONTOYA met via
8 Zoom with Ms. MacLellan, Ms. Daniel, and Gloria Last Name Unknown to address the issues
9 between the employees. Specifically, PLAINTIFFS wanted to address the rumors Ms. Daniel was
10 spreading in the workplace, however, PLAINTIFFS' complaints fell on deaf ears.

11 68. On or around August 25, 2022, PLAINTIFF ESCUDERO was terminated.

12 69. On or around September 17, 2022, PLAINTIFF MONTOYA fell ill and went to an
13 urgent care facility for treatment. PLAINTIFF MONTOYA informed her supervisor, Crystal
14 Starbuck about her illness and indicated that she would provide a doctor's note. PLAINTIFF
15 MONTOYA was subsequently blocked on DEFENDANT'S workplace communication
16 application, Slack.

17 70. On or around September 20, 2022, PLAINTIFF MONTOYA was terminated.

18 71. PLAINTIFFS are informed and believe, and upon such information and belief allege
19 that, during PLAINTIFFS' employment with DEFENDANTS and at the time of their termination,
20 DEFENDANTS maintained a hostile work environment directed at PLAINTIFFS because they
21 reported Ms. Daniel's behavior and treatment of PLAINTIFFS to DEFENDANTS' Human
22 Resources Team.

23 72. PLAINTIFFS are informed and believe, and upon such information and belief
24 allege that, DEFENDANTS' conduct in maintaining a hostile work environment and terminating
25 PLAINTIFFS' employment was part of a pattern of behavior by DEFENDANT aimed at
26 retaliation against PLAINTIFF.

27 73. PLAINTIFFS are informed and believe, and upon such information and belief
28 allege that, DEFENDANT wrongfully terminated PLAINTIFF for reasons that violate public
policy.

1 74. PLAINTIFFS are informed and believe, and upon such information and belief
2 allege that, she was harmed as a result of being wrongfully terminated and that the unlawful and
3 retaliatory practices of DEFENDANT were substantial factors in causing PLAINTIFF'S harm.

4 75. PLAINTIFFS are informed and believe, and upon such information and belief
5 allege that, DEFENDANTS intentionally created or knowingly permitted these working
6 conditions, including but not limited to, retaliatory employment practices against employees who
7 reported and/or complained about DEFENDANT'S Labor Code violations.

8 76. As to PLAINTIFF MONTOYA, PLAINTIFF is informed and believes, and upon
9 such information and belief alleges, that during PLAINTIFF's employment with DEFENDANTS,
10 up to and including the time of her termination, PLAINTIFF was harassed, discriminated against,
11 and retaliated against because of her disability status.

12 77. PLAINTIFF MONTOYA is informed and believes and upon such information and
13 belief alleges, that on or around August 4, 2021, in retaliation for requesting reasonable
14 accommodation because of her disability, she was subsequently terminated.

15 78. PLAINTIFF MONTOYA is informed and believes and upon such information and
16 belief alleges, that DEFENDANTS retaliated against her for protected activities, including but
17 not limited to requesting reasonable accommodations.

18 79. PLAINTIFF MONTOYA is informed and believes, and upon such information
19 and belief alleges, that, during PLAINTIFF's employment with DEFENDANTS and at the time
20 of her termination, DEFENDANTS hired and treated its non-disabled employees far better than
21 DEFENDANTS treated PLAINTIFF, and solely on the basis that PLAINTIFF is disabled.

22 80. PLAINTIFF MONTOYA is informed and believes, and upon such information
23 and belief alleges, that, upon her termination by DEFENDANT, DEFENDANT discriminated,
24 harassed, and retaliated against PLAINTIFF on the basis of her disability. PLAINTIFF is
25 informed and believes, and upon such information and belief, alleges that, DEFENDANT'S
26 conduct in terminating PLAINTIFF'S employment was part of a pattern of behavior by
27 DEFENDANT aimed at disability discrimination, harassment, and retaliation against
28 PLAINTIFF, including for reporting DEFENDANT'S discriminatory conduct.

1 81. The amount in controversy for PLAINTIFFS individually does not exceed the sum
2 or value of \$75,000.

3 **CLASS ACTION ALLEGATIONS**

4 82. PLAINTIFFS bring this Class Action on behalf of themselves, and a California
5 class defined as all persons who are or previously were employed by Defendant Vibe and/or
6 Defendant Port City and/or Defendant Alpine Alternative and/or Defendant Vibe Cultivation
7 and/or Defendant Desert Organic Solutions and/or Defendant EVR Managers and/or Defendant
8 Vibe Ukiah in California and classified as non-exempt employees (the “CALIFORNIA CLASS”)
9 at any time during the period beginning four (4) years prior to the filing of this Complaint and
10 ending on the date as determined by the Court (the “CLASS PERIOD”).

11 83. PLAINTIFFS and the other CALIFORNIA CLASS Members have uniformly been
12 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
13 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
14 illegal meal and rest period policies, failed compensate for off-the-clock work, failure to provide
15 accurate itemized wage statements, failed to reimburse for business expenses, failure to maintain
16 required records, and interest, statutory and civil penalties, attorney’s fees, costs, and expenses.

17 84. The members of the class are so numerous that joinder of all class members is
18 impractical.

19 85. Common questions of law and fact regarding DEFENDANTS’ conduct, including
20 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
21 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
22 regular rate of compensation for missed meal and rest period premiums, failing to provide legally
23 compliant meal and rest periods, failure to provide accurate itemized wage statements accurate,
24 failed to reimburse for business expenses, and failure to ensure they are paid at least minimum
25 wage and overtime, exist as to all members of the class and predominate over any questions
26 affecting solely any individual members of the class. Among the questions of law and fact
27 common to the class are:
28

- a. Whether DEFENDANTS maintained legally compliant meal period policies and practices;
- b. Whether DEFENDANTS maintained legally compliant rest period policies and practices;
- c. Whether DEFENDANTS failed to pay PLAINTIFFS and the CALIFORNIA CLASS Members accurate premium payments for missed meal and rest periods;
- d. Whether DEFENDANTS failed to pay PLAINTIFFS and the CALIFORNIA CLASS Members accurate overtime wages;
- e. Whether DEFENDANTS failed to pay PLAINTIFFS and the CALIFORNIA CLASS Members at least minimum wage for all hours worked;
- f. Whether DEFENDANTS failed to compensate PLAINTIFFS and the CALIFORNIA CLASS Members for required business expenses;
- g. Whether DEFENDANTS issued legally compliant wage statements;
- h. Whether DEFENDANTS committed an act of unfair competition by systematically failing to record and pay PLAINTIFFS and the other members of the CALIFORNIA CLASS for all time worked;
- i. Whether DEFENDANTS committed an act of unfair competition by systematically failing to record all meal and rest breaks missed by PLAINTIFFS and other CALIFORNIA CLASS Members, even though DEFENDANTS enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work;
- j. Whether DEFENDANTS committed an act of unfair competition in violation of the UCL, by failing to provide the PLAINTIFFS and the other members of the CALIFORNIA CLASS with the legally required meal and rest periods.

86. PLAINTIFFS are members of the CALIFORNIA CLASS and suffered damages as a result of DEFENDANTS' conduct and actions alleged herein.

87. PLAINTIFFS' claims are typical of the claims of the CALIFORNIA CLASS, and PLAINTIFFS have the same interests as the other members of the class.

1 88. PLAINTIFFS will fairly and adequately represent and protect the interests of the
2 CALIFORNIA CLASS Members.

3 89. PLAINTIFFS retained able class counsel with extensive experience in class action
4 litigation.

5 90. Further, PLAINTIFFS' interests are coincident with, and not antagonistic to, the
6 interest of the other CALIFORNIA CLASS Members.

7 91. There is a strong community of interest among PLAINTIFFS and the members of
8 the CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are
9 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
10 sustained.

11 92. The questions of law and fact common to the CALIFORNIA CLASS Members
12 predominate over any questions affecting only individual members, including legal and factual
13 issues relating to liability and damages.

14 93. A class action is superior to other available methods for the fair and efficient
15 adjudication of this controversy because joinder of all class members is impractical. Moreover,
16 since the damages suffered by individual members of the class may be relatively small, the
17 expense and burden of individual litigation makes it practically impossible for the members of the
18 class individually to redress the wrongs done to them. Without class certification and
19 determination of declaratory, injunctive, statutory, and other legal questions within the class
20 format, prosecution of separate actions by individual members of the CALIFORNIA CLASS will
21 create the risk of:

- 22 a. Inconsistent or varying adjudications with respect to individual members of the
23 CALIFORNIA CLASS which would establish incompatible standards of conduct
24 for the parties opposing the CALIFORNIA CLASS; and/or,
25 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
26 which would as a practical matter be dispositive of the interests of the other
27 members not party to the adjudication or substantially impair or impeded their
28 ability to protect their interests.

1 94. Class treatment provides manageable judicial treatment calculated to bring an
2 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of
3 the conduct of DEFENDANTS.

4 **FIRST CAUSE OF ACTION**

5 **Unlawful Business Practices**

6 **(Cal. Bus. And Prof. Code §§ 17200, *et seq.*)**

7 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

8 95. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
9 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
10 Complaint.

11 96. DEFENDANT is a “person” as that term is defined under Cal. Bus. And Prof.
12 Code § 17021.

13 97. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”) defines
14 unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section 17203
15 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair competition
16 as follows:

17 Any person who engages, has engaged, or proposes to engage in unfair competition may
18 be enjoined in any court of competent jurisdiction. The court may make such orders or
19 judgments, including the appointment of a receiver, as may be necessary to prevent the
20 use or employment by any person of any practice which constitutes unfair competition, as
21 defined in this chapter, or as may be necessary to restore to any person in interest any
22 money or property, real or personal, which may have been acquired by means of such
23 unfair competition. (Cal. Bus. & Prof. Code § 17203).

24 98. By the conduct alleged herein, DEFENDANTS have engaged and continue to
25 engage in a business practice which violates California law, including but not limited to, the
26 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
27 including Sections 201, 202, 203, 204, 210, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1,
28 1198, and 2802 for which this Court should issue declaratory and other equitable relief pursuant
to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct held
to constitute unfair competition, including restitution of wages wrongfully withheld.

1 99. By the conduct alleged herein, DEFENDANTS' practices were unlawful and
2 unfair in that these practices violated public policy, were immoral, unethical, oppressive
3 unscrupulous or substantially injurious to employees, and were without valid justification or
4 utility for which this Court should issue equitable and injunctive relief pursuant to Section 17203
5 of the California Business & Professions Code, including restitution of wages wrongfully
6 withheld.

7 100. By the conduct alleged herein, DEFENDANTS' practices were deceptive and
8 fraudulent in that DEFENDANTS' uniform policy and practice failed to provide the legally
9 mandated meal and rest periods and the required amount of compensation for missed meal and
10 rest periods, and failed to pay minimum and overtime wages owed, due to a systematic business
11 practice that cannot be justified, pursuant to the applicable Cal. Lab. Code, and Industrial Welfare
12 Commission requirements in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this
13 Court should issue injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203,
14 including restitution of wages wrongfully withheld.

15 101. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
16 unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFFS and
17 the other members of the CALIFORNIA CLASS to be underpaid during their employment with
18 DEFENDANTS.

19 102. By the conduct alleged herein, DEFENDANTS' practices were also unfair and
20 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide
21 mandatory meal and/or rest breaks to PLAINTIFFS and the CALIFORNIA CLASS members as
22 required by Cal. Lab. Code §§ 226.7 and 512.

23 103. Therefore, PLAINTIFFS demands on behalf of themselves and on behalf of each
24 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
25 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for
26 each workday in which a second off-duty meal period was not timely provided for each ten (10)
27 hours of work.
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1 104. PLAINTIFFS further demands on behalf of themselves and on behalf of each
2 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
3 not timely provided as required by law.

4 105. By and through the unlawful and unfair business practices described herein,
5 DEFENDANTS have obtained valuable property, money and services from PLAINTIFFS and
6 the other members of the CALIFORNIA CLASS, including earned wages for all time worked,
7 and have deprived them of valuable rights and benefits guaranteed by law and contract, all to the
8 detriment of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS
9 to unfairly compete against competitors who comply with the law.

10 106. All the acts described herein as violations of, among other things, the Industrial
11 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
12 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
13 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
14 practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et seq.*

15 107. PLAINTIFFS and the other members of the CALIFORNIA CLASS are entitled
16 to, and do, seek such relief as may be necessary to restore to them the money and property which
17 DEFENDANTS have acquired, or of which PLAINTIFFS and the other members of the
18 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
19 business practices, including earned but unpaid wages for all time worked.

20 108. PLAINTIFFS and the other members of the CALIFORNIA CLASS are further
21 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair,
22 and deceptive, and that injunctive relief should be issued restraining DEFENDANTS from
23 engaging in any unlawful and unfair business practices in the future.

24 109. PLAINTIFFS and the other members of the CALIFORNIA CLASS have no plain,
25 speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of
26 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a
27 result of the unlawful and unfair business practices described herein, PLAINTIFFS and the other
28 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal

1 and economic harm unless DEFENDANTS is restrained from continuing to engage in these
2 unlawful and unfair business practices.

3 **SECOND CAUSE OF ACTION**

4 **Failure To Pay Minimum Wages**

5 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

6 **Alleged by PLAINTIFFS and the CALIFORNIA CLASS against ALL Defendants)**

7 110. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
8 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
9 Complaint.

10 111. PLAINTIFFS and the other members of the CALIFORNIA CLASS bring a claim
11 for DEFENDANTS' willful and intentional violations of the California Labor Code and the
12 Industrial Welfare Commission requirements for DEFENDANTS' failure to accurately calculate
13 and pay minimum wages to PLAINTIFFS and CALIFORNIA CLASS Members.

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

16 113. Cal. Lab. Code § 1197 provides the minimum wage for employees fixed by the
17 commission is the minimum wage to be paid to employees, and the payment of a less wage than
18 the minimum so fixed is unlawful.

19 114. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
20 including minimum wage compensation and interest thereon, together with the costs of suit.

21 115. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFFS and
22 the other members of the CALIFORNIA CLASS without regard to the correct amount of time
23 they work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully
24 and intentionally deny timely payment of wages due to PLAINTIFFS and the other members of
25 the CALIFORNIA CLASS.

26 116. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
27 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
28

1 implementing a uniform policy and practice that denies accurate compensation to PLAINTIFFS
2 and the other members of the CALIFORNIA CLASS in regard to minimum wage pay.

3 117. In committing these violations of the California Labor Code, DEFENDANTS
4 inaccurately calculated the correct time worked and consequently underpaid the actual time
5 worked by PLAINTIFFS and other members of the CALIFORNIA CLASS. DEFENDANTS
6 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in violation
7 of the California Labor Code, the Industrial Welfare Commission requirements and other
8 applicable laws and regulations.

9 118. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
10 PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive the correct
11 minimum wage compensation for their time worked for DEFENDANTS.

12 119. During the CLASS PERIOD, PLAINTIFFS and the other members of the
13 CALIFORNIA CLASS were paid less for time worked that they were entitled to, constituting a
14 failure to pay all earned wages.

15 120. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
16 compensation to PLAINTIFFS and the other members of the CALIFORNIA CLASS for the true
17 time they worked, PLAINTIFFS and the other members of the CALIFORNIA CLASS have
18 suffered and will continue to suffer an economic injury in amounts which are presently unknown
19 to them, and which will be ascertained according to proof at trial.

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

27 122. In performing the acts and practices herein alleged in violation of California labor
28 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked

1 and provide them with the requisite compensation, DEFENDANTS acted and continue to act
2 intentionally, oppressively, and maliciously toward PLAINTIFFS and the other members of the
3 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
4 consequences to them, and with the despicable intent of depriving them of their property and legal
5 rights, and otherwise causing them injury in order to increase company profits at the expense of
6 these employees.

7 123. PLAINTIFFS and the other members of the CALIFORNIA CLASS therefore
8 request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the
9 assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the
10 California Labor Code and/or other applicable statutes. To the extent minimum wage
11 compensation is determined to be owed to the CALIFORNIA CLASS Members who have
12 terminated their employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or
13 202, and therefore these individuals are also be entitled to waiting time penalties under Cal. Lab.
14 Code § 203, which penalties are sought herein on behalf of these CALIFORNIA CLASS
15 Members. DEFENDANTS' conduct as alleged herein was willful, intentional and not in good
16 faith. Further, PLAINTIFFS and other CALIFORNIA CLASS Members are entitled to seek and
17 recover statutory costs.

18 **THIRD CAUSE OF ACTION**

19 **Failure To Pay Overtime Compensation**

20 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

21 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against ALL Defendants)**

22 124. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
23 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
24 Complaint.

25 125. PLAINTIFFS and the other members of the CALIFORNIA CLASS bring a claim
26 for DEFENDANTS' willful and intentional violations of the California Labor Code and the
27 Industrial Welfare Commission requirements for DEFENDANTS' failure to pay these employees
28

1 for all overtime worked, including, work performed in excess of eight (8) hours in a workday,
2 and/or twelve (12) hours in a workday, and/or forty (40) hours in any workweek.

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

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

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

12 129. During the CLASS PERIOD, PLAINTIFFS and CALIFORNIA CLASS Members
13 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time
14 they worked, including overtime work.

15 130. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
16 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of
17 implementing a uniform policy and practice that failed to accurately record overtime worked by
18 PLAINTIFFS and other CALIFORNIA CLASS Members and denied accurate compensation to
19 PLAINTIFFS and the other members of the CALIFORNIA CLASS for overtime worked,
20 including, the overtime work performed in excess of eight (8) hours in a workday, and/or twelve
21 (12) hours in a workday, and/or forty (40) hours in any workweek.

22 131. In committing these violations of the California Labor Code, DEFENDANTS
23 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
24 PLAINTIFFS and other CALIFORNIA CLASS Members. DEFENDANTS acted in an illegal
25 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
26 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
27 regulations.

1 132. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
2 PLAINTIFFS and the other members of the CALIFORNIA CLASS did not receive the correct
3 overtime compensation for their time worked for DEFENDANTS.

4 133. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
5 from the overtime requirements of the law. None of these exemptions are applicable to
6 PLAINTIFFS and the other members of the CALIFORNIA CLASS. Further, PLAINTIFFS and
7 the other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
8 agreement that would preclude the causes of action contained herein this Complaint. Rather,
9 PLAINTIFFS bring this Action on behalf of themselves, and the CALIFORNIA CLASS, based
10 on DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
11 California.

12 134. During the CLASS PERIOD, PLAINTIFFS and the other members of the
13 CALIFORNIA CLASS were paid less for overtime worked that they were entitled to, constituting
14 a failure to pay all earned wages.

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

22 136. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
23 compensation to PLAINTIFFS and the other members of the CALIFORNIA CLASS for the true
24 amount of overtime they worked, PLAINTIFFS and the other members of the CALIFORNIA
25 CLASS have suffered and will continue to suffer an economic injury in amounts which are
26 presently unknown to them, and which will be ascertained according to proof at trial.

27 137. DEFENDANTS knew or should have known that PLAINTIFFS and the other
28 members of the CALIFORNIA CLASS were undercompensated for their time worked.

1 DEFENDANTS systematically elected, either through intentional malfeasance or gross
2 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
3 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
4 PLAINTIFFS and the other members of the CALIFORNIA CLASS the correct overtime wages
5 for their overtime worked.

6 138. In performing the acts and practices herein alleged in violation of California labor
7 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
8 and provide them with the requisite compensation, DEFENDANTS acted and continue to act
9 intentionally, oppressively, and maliciously toward PLAINTIFFS and the other members of the
10 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
11 consequences to them, and with the despicable intent of depriving them of their property and legal
12 rights, and otherwise causing them injury in order to increase company profits at the expense of
13 these employees.

14 139. Therefore, PLAINTIFFS and the other members of the CALIFORNIA CLASS
15 request recovery of overtime wages, according to proof, interest, statutory costs, as well as the
16 assessment of any statutory penalties against DEFENDANTS, in a sum as provided by the
17 California Labor Code and/or other applicable statutes. To the extent overtime compensation is
18 determined to be owed to the CALIFORNIA CLASS Members who have terminated their
19 employment, DEFENDANTS' conduct also violates Labor Code §§ 201 and/or 202, and therefore
20 these individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
21 penalties are sought herein. DEFENDANTS' conduct as alleged herein was willful, intentional,
22 and not in good faith. Further, PLAINTIFFS and other CALIFORNIA CLASS Members are
23 entitled to seek and recover statutory costs.

24 **FOURTH CAUSE OF ACTION**

25 **Failure To Provide Required Meal Periods**

26 **(Cal. Lab. Code §§ 226.7 & 512)**

27 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

28

140. PLAINTIFFS and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

141. During the CLASS PERIOD, DEFENDANTS failed to provide all the legally required off-duty meal breaks to PLAINTIFFS and the other CALIFORNIA CLASS Members as required by the applicable Wage Order and Labor Code. The nature of the work performed by PLAINTIFFS and CALIFORNIA CLASS Members did not prevent these employees from being relieved of all of their duties for the legally required off-duty meal periods. As a result of their rigorous work schedules, PLAINTIFFS and other CALIFORNIA CLASS Members were often not fully relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANTS' failure to provide PLAINTIFFS and the CALIFORNIA CLASS Members with legally required meal breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' business records. Further, DEFENDANTS failed to provide PLAINTIFFS and CALIFORNIA CLASS Members with a second off-duty meal period in some workdays in which these employees were required by DEFENDANTS to work ten (10) hours of work. As a result, PLAINTIFFS and other members of the CALIFORNIA CLASS forfeited meal breaks without additional compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

142. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA CLASS Members who were not provided a meal period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

143. As a proximate result of the aforementioned violations, PLAINTIFFS and CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

FIFTH CAUSE OF ACTION

Failure To Provide Required Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)

144. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

145. From time to time, PLAINTIFFS and other CALIFORNIA CLASS Members were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these 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, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFFS and other CALIFORNIA CLASS Members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFFS and other CALIFORNIA CLASS Members were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers. In addition, DEFENDANTS failed to compensate PLAINTIFFS and other CALIFORNIA CLASS Members for their rest periods as required by the applicable Wage Order and Labor Code. As a result, DEFENDANTS' failure to provide PLAINTIFFS and the CALIFORNIA CLASS Members with all the legally required paid rest periods is evidenced by DEFENDANTS' business records.

146. DEFENDANTS further violated California Labor Code §§ 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFFS and CALIFORNIA CLASS Members who were not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

147. As a proximate result of the aforementioned violations, PLAINTIFFS and CALIFORNIA CLASS Members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

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154. The employment of PLAINTIFFS and many CALIFORNIA CLASS Members terminated, and DEFENDANTS have not tendered payment of wages to these employees who missed meal and rest breaks, as required by law.

155. Therefore, as provided by Cal Lab. Code § 203, on behalf of themselves and the members of the CALIFORNIA CLASS whose employment has, PLAINTIFFS demand up to thirty (30) days of pay as penalty for not paying all wages due at time of termination for all employees who terminated employment during the CLASS PERIOD and demand an accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

SEVENTH CAUSE OF ACTION

Failure To Provide Accurate Itemized Statements

(Cal. Lab. Code § 226)

(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)

156. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

157. Cal. Labor Code § 226 provides that an employer must furnish employees with an “accurate itemized” statement in writing showing:

- a. Gross wages earned,
- b. (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
- c. the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
- d. all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- e. net wages earned,
- f. the inclusive dates of the period for which the employee is paid,

- 1 g. the name of the employee and his or her social security number, except that by
2 January 1, 2008, only the last four digits of his or her social security number of an
3 employee identification number other than social security number may be shown
4 on the itemized statement,
- 5 h. the name and address of the legal entity that is the employer, and
- 6 i. all applicable hourly rates in effect during the pay period and the corresponding
7 number of hours worked at each hourly rate by the employee.

8 158. When DEFENDANTS did not accurately record PLAINTIFFS' and other
9 CALIFORNIA CLASS Members' missed meal and rest breaks, or were paid inaccurate missed
10 meal and rest break premiums, or were not paid for all hours worked, DEFENDANTS violated
11 Cal. Lab. Code § 226 in that DEFENDANTS failed to provide PLAINTIFFS and other
12 CALIFORNIA CLASS Members with complete and accurate wage statements which failed to
13 show, among other things, all deductions, the accurate gross wages earned, net wages earned, the
14 total hours worked and all applicable hourly rates in effect during the pay period and the
15 corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty
16 payments or missed meal and rest periods. Further, DEFENDANTS from time to time issued
17 wage statements to PLAINTIFFS and other CALIFORNIA CLASS Members that violated Cal.
18 Lab. Code § 226(a)(8). Specifically, DEFENDANTS issued wage statements that do not list the
19 correct name or the correct address that is registered with the California Secretary of State.
20 Additionally, DEFENDANTS from time to time issued wage statements to PLAINTIFFS and
21 other CALIFORNIA CLASS Members that violated Cal. Lab. Code § 226(a)(2) by including
22 hours such as, *inter alia*, "Meal Pay", "Holiday" "Sick Pay" and "Vacation Pay" into the
23 computation of total hours worked despite the foregoing items not being considered hours worked
24 for purposes of Cal. Lab. Code § 226(a)(2).

25 159. In addition to the foregoing, DEFENDANTS failed to provide itemized wage
26 statements to PLAINTIFFS and members of the CALIFORNIA CLASS that complied with the
27 requirements of California Labor Code Section 226.
28

1 160. DEFENDANTS knowingly and intentionally failed to comply with Cal. Lab. Code
2 § 226, causing injury and damages to PLAINTIFFS and the other members of the CALIFORNIA
3 CLASS. These damages include, but are not limited to, costs expended calculating the correct
4 wages for all missed meal and rest breaks and the amount of employment taxes which were not
5 properly paid to state and federal tax authorities. These damages are difficult to estimate.
6 Therefore, PLAINTIFFS and the other members of the CALIFORNIA CLASS may elect to
7 recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the
8 violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay
9 period pursuant to Cal. Lab. Code § 226, in an amount according to proof at the time of trial (but
10 in no event more than four thousand dollars (\$4,000.00) for PLAINTIFFS and each respective
11 member of the CALIFORNIA CLASS herein).

12 **EIGHTH CAUSE OF ACTION**

13 **FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES**

14 **(Cal. Lab. Code §§ 2802)**

15 **(Alleged by PLAINTIFFS and the CALIFORNIA CLASS against all Defendants)**

16 161. PLAINTIFFS, and the other members of the CALIFORNIA CLASS, reallege and
17 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
18 Complaint.

19 162. Cal. Lab. Code § 2802 provides, in relevant part, that:

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

23 163. From time to time during the CLASS PERIOD, DEFENDANTS violated Cal. Lab.
24 Code § 2802, by failing to indemnify and reimburse PLAINTIFFS and the CALIFORNIA
25 CLASS members for required expenses incurred in the discharge of their job duties for
26 DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFFS and the
27 CALIFORNIA CLASS members for expenses which included, but were not limited to, the use
28 of their own personal cell phones all on behalf of and for the benefit of DEFENDANTS.

Specifically, PLAINTIFFS and other CALIFORNIA CLASS Members were required by DEFENDANTS to the use their own personal cell phones to perform their essential job duties on behalf of DEFENDANTS. DEFENDANTS' uniform policy, practice and procedure was to not reimburse PLAINTIFFS and the CALIFORNIA CLASS members for expenses resulting from the use of their personal cell phones for DEFENDANTS within the course and scope of their employment for DEFENDANTS. These expenses were necessary to complete their principal job duties. DEFENDANTS is estopped by DEFENDANTS' conduct to assert any waiver of this expectation. Although these expenses were necessary expenses incurred by PLAINTIFFS and the CALIFORNIA CLASS members, DEFENDANTS failed to indemnify and reimburse PLAINTIFFS and the CALIFORNIA CLASS members for these expenses as an employer is required to do under the laws and regulations of California.

164. PLAINTIFFS therefore demand reimbursement for expenditures or losses incurred by her and the CALIFORNIA CLASS members in the discharge of their job duties for DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

NINTH CAUSE OF ACTION

RETALIATION

(Cal. Govt. Code §12940(h))

(Alleged by PLAINTIFFS against all Defendants)

165. PLAINTIFFS realleges and incorporates by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

166. Government Code §12940(h) forbids an employer to retaliate against an employee for opposing unlawful discrimination and/or engaging in protected activities.

167. As described herein, the actions of DEFENDANTS constitute unlawful retaliation on the basis of PLAINTIFFS' reports of their supervisor's conduct.

168. PLAINTIFFS engaged in the protected conduct of voicing concerns about her work environment.

1 169. PLAINTIFFS suffered the adverse employment actions of discrimination and
2 retaliation, failure to investigate discrimination, failure to prevent harassment, discrimination and
3 retaliation, failure to accommodate, failure to engage in an interactive process, loss of gainful
4 employment and related benefits, wrongful termination and was harmed as a result.
5 DEFENDANTS' unlawful conduct alleged herein and above, was a substantial factor in causing
6 PLAINTIFFS' harm.

7 170. PLAINTIFFS are informed and believe and based thereon allege that participation
8 in protected activity and taking a leave and/or some combination of these protected characteristics
9 and/or activities were substantial motivating reasons and/or factors in the decision to subject
10 PLAINTIFFS to the aforementioned adverse employment actions. PLAINTIFFS were also
11 subject to the above-mentioned adverse actions due to her need and request for accommodation.

12 171. Said conduct violates the FEHA and such violations were a proximate cause in
13 PLAINTIFFS' damages as stated below.

14 172. As a direct and legal result of the acts and omissions of aforesaid DEFENDANTS,
15 PLAINTIFFS have suffered and continue to suffer general and special, economic and non-
16 economic damages in an amount to be proven at trial.

17 173. As a proximate result of DEFENDANTS' willful, knowing, and intentional
18 misconduct, PLAINTIFFS have suffered and continue to suffer humiliation, emotional distress,
19 and physical and mental pain and anguish, all to her damage in a sum according to proof.

20 174. PLAINTIFFS have incurred and continue to incur legal expenses and attorneys'
21 fees. Pursuant to Government Code section 12965(b), PLAINTIFFS is entitled to recover
22 reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

23 175. DEFENDANTS' misconduct was committed intentionally, in a malicious,
24 despicable, oppressive manner, and fraudulent manner entitling PLAINTIFFS to punitive
25 damages against DEFENDANTS.

26 **TENTH CAUSE OF ACTION**

27 **Discrimination on the Basis of Disability**

28 **(Cal. Govt. Code §§12940, *et. seq.*)**

1 **(Alleged by PLAINTIFF MONTOYA against ALL Defendants)**

2 176. PLAINTIFF MONTOYA realleges and incorporates by this reference, as though
3 fully set forth herein, the prior paragraphs of this Complaint.

4 177. PLAINTIFF MONTOYA was employed by DEFENDANT.

5 178. PLAINTIFF was a member of a protected class based on her disabilities and/or
6 perceived disabilities during all relevant times.

7 179. PLAINTIFF'S disability condition(s) made performance of major life activities such
8 as working difficult. DEFENDANTS were aware of PLAINTIFF's medical
9 condition(s)/disability(ies) and or perceived disability.

10 180. DEFENDANT is an employer covered by Government Code §12940 *et seq.*

11 181. PLAINTIFF MONTOYA was harassed, discriminated against, retaliated against,
12 terminated and/or suffered other adverse employment actions during her employment.

13 182. PLAINTIFF MONTOYA's disability and/or perceived disability and engaging in
14 protected activity i.e., requesting time off to see a doctor, were substantial motivating reason(s) for
15 the harassment, discrimination, retaliation, termination, other adverse employment actions she
16 experienced at the hands of DEFENDANTS.

17 183. As a result of DEFENDANTS' conduct, PLAINTIFF MONTOYA has suffered
18 substantial losses in earnings and employment benefits and emotional distress in an amount to be
19 determined according to proof at trial.

20 184. In doing the acts herein alleged, DEFENDANTS acted with malice and
21 oppression, and with a conscious disregard of PLAINTIFF MONTOYA's rights, and PLAINTIFF
22 MONTOYA is entitled to exemplary and punitive damages from DEFENDANTS in an amount
23 to punish DEFENDANTS and to deter such wrongful conduct in the future.

24 **ELEVENTH CAUSE OF ACTION**

25 **Failure To Provide Reasonable Accommodation**

26 **(Cal. Govt. Code §§12940, *et. seq.*)**

27 **(Alleged by PLAINTIFF MONTOYA against ALL Defendants)**

28 185. PLAINTIFF MONTOYA realleges and incorporates by this reference, as though
fully set forth herein, the prior paragraphs of this Complaint.

1 186. At all times herein mentioned, FEHA, Government Code section 12940(a), (i), (m),
2 and (n), was in full force and effect and was binding on defendants. This statute requires defendants
3 to provide reasonable accommodations to known disabled employees. Within the time provided by
4 law, plaintiff filed a complaint with the DFEH and EEOC, in full compliance with administrative
5 requirements, and received a right-to-sue letter.

6 187. DEFENDANTS failed to reasonably accommodate PLAINTIFF MONTOYA and
7 PLAINTIFF MONTOYA's known disability. DEFENDANTS used PLAINTIFF MONTOYA's
8 disability and her need for an accommodation as an excuse for retaliating against DEFENDANTS.

9 188. PLAINTIFF MONTOYA believes and on that basis, alleges that her disability and
10 the need to accommodate her disability were substantial motivating factors in retaliating against
11 DEFENDANTS.

12 189. As a proximate result of DEFENDANTS' willful, knowing, and intentional
13 misconduct, PLAINTIFF MONTOYA has sustained and continues to sustain substantial losses of
14 earnings and other employment benefits.

15 190. As a proximate result of DEFENDANTS' willful, knowing, and intentional
16 misconduct, PLAINTIFF MONTOYA has suffered and continues to suffer humiliation, emotional
17 distress, and physical and mental pain and anguish, all to her damage in a sum according to proof.

18 191. PLAINTIFF MONTOYA has incurred and continues to incur legal expenses and
19 attorneys' fees. Pursuant to Government Code section 12965(b), PLAINTIFF MONTOYA is
20 entitled to recover reasonable attorneys' fees and costs (including expert costs) in an amount
21 according to proof.

22 192. DEFENDANTS' misconduct was committed intentionally, in a malicious,
23 despicable, oppressive manner, and fraudulent manner entitling PLAINTIFF MONTOYA to
24 punitive damages against DEFENDANTS.

25 **TWELFTH CAUSE OF ACTION**

26 **Work Environment Harassment**

27 **(Cal. Govt. Code §§12940, *et. seq*)**

28 **(Alleged by PLAINTIFF MONTOYA against all Defendants)**

1 193. PLAINTIFF MONTOYA realleges and incorporates by this reference, as though
2 fully set forth herein, the prior paragraphs of this Complaint.

3 194. PLAINTIFF MONTOYA was a female suffering from disabilities and/or
4 perceived as disabled, at all relevant times, while employed by DEFENDANTS.

5 195. PLAINTIFF MONTOYA was subjected to severe, pervasive and unwanted
6 harassing conduct from her supervisors because she was suffering from disabilities and/or perceived
7 as disabled and this harassment created a work environment that was hostile, intimidating,
8 offensive, oppressive and abusive.

9 196. A reasonable person in PLAINTIFF MONTOYA's circumstances would have
10 considered the work environment hostile, intimidating, offensive, oppressive and abusive and
11 PLAINTIFF MONTOYA considered her environment to be hostile, intimidating, offensive,
12 oppressive and abusive.

13 197. DEFENDANTS' supervisors engaged in the alleged conduct and DEFENDANTS
14 and DEFENDANTS' supervisors knew of the conduct and failed to stop and/or take immediate and
15 appropriate corrective action.

16 198. PLAINTIFF MONTOYA was harmed as a result of the alleged conduct herein.

17 199. The conduct alleged herein by DEFENDANTS was a substantial factor in causing
18 PLAINTIFF's harm.

19 200. As a direct and legal result of the acts and omissions of aforesaid DEFENDANTS,
20 PLAINTIFF MONTOYA has suffered and continues to suffer general and special, economic and
21 non-economic damages in an amount to be proven at trial.

22 201. As a proximate result of DEFENDANTS' willful, knowing, and intentional
23 misconduct, PLAINTIFF MONTOYA has suffered and continues to suffer humiliation, emotional
24 distress, and physical and mental pain and anguish, all to her damage in a sum according to proof.

25 202. PLAINTIFF MONTOYA has incurred and continues to incur legal expenses and
26 attorneys' fees. Pursuant to Government Code section 12965(b), PLAINTIFF MONTOYA is
27 entitled to recover reasonable attorneys' fees and costs (including expert costs) in an amount
28 according to proof.

203. DEFENDANTS' misconduct was committed intentionally, in a malicious, despicable, oppressive manner, and fraudulent manner entitling PLAINTIFF MONTROYA to punitive damages against DEFENDANTS.

THIRTEENTH CAUSE OF ACTION

Failure To Prevent Harassment, Discrimination and Retaliation

(Cal. Govt. Code §12940(k))

(Alleged by PLAINTIFFs against all Defendants)

204. PLAINTIFFS reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complain.

205. At all times hereto, the FEHA including Government Code §12940(k) was in full force and effect and was binding upon DEFENDANTS. This subsection imposes a duty on DEFENDANTS to take all reasonable steps necessary to prevent harassment, discrimination and retaliation from occurring. As alleged above, DEFENDANTS violated this subsection and breached its duty to take all reasonable steps necessary to prevent harassment, discrimination, and retaliation from occurring and failing to remedy the same.

206. At all relevant times, California Labor Code section 98.6 was in effect and was binding on DEFENDANT. This statute prohibits DEFENDANT from retaliating against any employee, including PLAINTIFFS, for raising complaints of illegality and/or belief that the employee may disclose illegality regarding Labor Code violations.

207. At all relevant times, California Labor Code section 1102.5 was in effect and was binding on DEFENDANT. This statute prohibits DEFENDANT from retaliating against any employee, including PLAINTIFFS, for raising complaints of illegality and/or belief that the employee may disclose illegality.

208. PLAINTIFFS raised complaints of illegality while they worked for DEFENDANT, and DEFENDANT retaliated against them by taking adverse employment actions including wrongfully terminating PLAINTIFFS.

209. Said conduct violates the FEHA and such violations were a proximate cause in PLAINTIFF's damages as stated herein.

210. As a direct and legal result of the acts and omissions of aforesaid DEFENDANTS, PLAINTIFFS have suffered and continue to suffer general and special, economic and non-economic damages in an amount to be proven at trial.

211. As a proximate result of DEFENDANTS' willful, knowing, and intentional misconduct, PLAINTIFFS have suffered and continues to suffer humiliation, emotional distress, and physical and mental pain and anguish, all to her damage in a sum according to proof.

212. PLAINTIFFS have incurred and continue to incur legal expenses and attorneys' fees. Pursuant to Government Code section 12965(b), PLAINTIFFS are entitled to recover reasonable attorneys' fees and costs (including expert costs) in an amount according to proof.

213. DEFENDANTS' misconduct was committed intentionally, in a malicious, despicable, oppressive manner, and fraudulent manner entitling PLAINTIFFS to punitive damages against DEFENDANTS.

214. As a proximate result of DEFENDANT's willful, knowing, and intentional violation(s) of Labor Code sections 98.6, 1102.5 and Government Code section 12900, PLAINTIFF has suffered and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to her damage in a sum according to proof.

FOURTEENTH CAUSE OF ACTION

WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY

(Alleged by PLAINTIFFS and against all Defendants)

215. PLAINTIFFS reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

216. PLAINTIFFS' ESCUDERO and MONTTOYA wrongful termination on or about August 26, 2022, and September 20, 2022, respectively, was for a pretextual reason(s) to disguise DEFENDANTS' unlawful employment practices directed at PLAINTIFFS.

217. Within the State of California there exists a substantial and fundamental public policy, set forth in the California Labor Code § 98.6 et seq., which forbids retaliation and wrongful termination. This public policy of the state is one that benefits the public at large and guarantees the rights of an employee to perform their work free from retaliation.

218. Within the State of California there exists a substantial and fundamental public policy, set forth in the California Labor Code § 1102.5 et seq., which forbids retaliation and wrongful termination. This public policy of the state is one that benefits the public at large and guarantees the rights of an employee to perform their work free from retaliation.

219. Within the State of California there exists a substantial and fundamental public policy, set forth in the California Government Code §12900 et seq., which forbids harassment/discrimination, retaliation, and wrongful termination for engaging in protective activities. Unlawful harassment includes the right to be free from unwanted, offensive harassment, and the right to protest such conduct without fear of retaliation or further harm. This public policy of the state is one that benefits the public at large and guarantees the rights of an employee to perform their work free from disability harassment/discrimination/retaliation.

220. The motivating reason(s) for PLAINTIFFS' termination was harassment/discrimination and PLAINTIFFS' protests and/or resistance thereof. PLAINTIFFS' discharge from their position of employment was in violation of the public policies of the State of California.

221. As a result of DEFENDANTS' actions, PLAINTIFFS have suffered substantial losses in earnings and employment benefits and emotional distress in an amount to be determined according to proof at trial.

222. In doing the acts herein alleged, DEFENDANTS acted with malice and oppression, and with a conscious disregard of PLAINTIFFS' rights, and PLAINTIFFS is entitled to exemplary and punitive damages from DEFENDANTS in an amount to be determined to punish DEFENDANTS and to deter such wrongful conduct in the future.

223. PLAINTIFFS were harmed by DEFENDANTS' wrongful and illegal termination of her employment.

224. The wrongful termination of the employment of PLAINTIFFS was and is a substantial factor causing harm to PLAINTIFFS.

PRAYER FOR RELIEF

1 WHEREFORE, PLAINTIFFS pray for a judgment against each DEFENDANTS, jointly
2 and severally, as follows:

3 1. On behalf of the CALIFORNIA CLASS:

- 4 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
5 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
6 b. An order temporarily, preliminarily and permanently enjoining and restraining
7 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
8 c. An order requiring DEFENDANTS to pay all overtime wages and all sums
9 unlawfully withheld from compensation due to PLAINTIFFS and the other
10 members of the CALIFORNIA CLASS; and
11 d. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund
12 for restitution of the sums incidental to DEFENDANTS' violations due to
13 PLAINTIFFS and to the other members of the CALIFORNIA CLASS.

14 2. On behalf of the CALIFORNIA CLASS:

- 15 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth
16 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant
17 to Cal. Code of Civ. Proc. § 382;
18 b. Compensatory damages, according to proof at trial, including compensatory
19 damages for overtime compensation due to PLAINTIFFS and the other members
20 of the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
21 thereon at the statutory rate;
22 c. Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
23 the applicable IWC Wage Order;
24 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
25 which a violation occurs and one hundred dollars (\$100) per each member of the
26 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
27 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for
28 violation of Cal. Lab. Code § 226

- 1 e. The wages of all terminated employees from the CALIFORNIA CLASS as a
2 penalty from the due date thereof at the same rate until paid or until an action
3 therefore is commenced, in accordance with Cal. Lab. Code § 203.
- 4 f. The amount of the expenses PLAINTIFFS and each member of the CALIFORNIA
5 CLASS incurred in the course of their job duties, plus interest, and costs of suit.
- 6 3. On PLAINTIFFS' individual claims:
- 7 a. For all special damages which were sustained as a result of DEFENDANTS'
8 conduct, including but not limited to, back pay, front pay, lost compensation and
9 job benefits that PLAINTIFFS would have received but for the practices of
10 DEFENDANTS.
- 11 b. For all exemplary damages, according to proof, which were sustained as a result of
12 DEFENDANTS' conduct.
- 13 c. An award of interest, including prejudgment interest at the legal rate.
- 14 d. Such other and further relief as the Court deems just and equitable.
- 15 e. An award of penalties, attorneys' fees and costs of suit, as allowable under the law.
- 16 4. On all claims:
- 17 a. An award of interest, including prejudgment interest at the legal rate;
- 18 b. Such other and further relief as the Court deems just and equitable; and
- 19 c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law,
20 including, but not limited to, pursuant to Labor Code § 218.5, § 226, and/or § 1194.

21
22 DATED: January 13, 2023

23 **ZAKAY LAW GROUP, APLC**

24 By: 
25 Shani O. Zakay
26 Attorney for PLAINTIFFS
27
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DEMAND FOR A JURY TRIAL

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

DATED: January 13, 2023

ZAKAY LAW GROUP, APLC

By: 
Shani O. Zakay
Attorney for PLAINTIFFS

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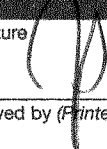
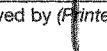
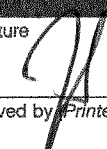
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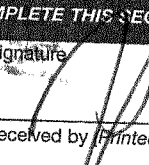
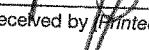
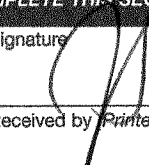
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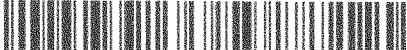
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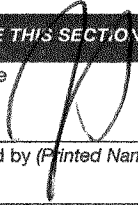
SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature  X ☐ Agent ☐ Addressee B. Received by (Printed Name)  C. Date of Delivery 1-17 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature  X ☐ Agent ☐ Addressee B. Received by (Printed Name)  C. Date of Delivery 1-17 D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
1. Article Addressed to: Vibe Ukiah, LLC c/o Aaron P. Johnson 318 Cayuga Street Salinas, CA 93901	1/13 Escudero 002-408	1. Article Addressed to: Port City Alternative of Stockton Inc c/o Aaron P. Johnson 318 Cayuga Street Salinas, CA 93901	1/13 Escudero 002-408
2. Article Number (Transfer from service label) 7022 2410 0003 0424 3132	3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation ☐ Collect on Delivery Restricted Delivery ☐ Restricted Delivery	2. Article Number (Transfer from service label) 7022 2410 0003 0424 3088	3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation ☐ Collect on Delivery Restricted Delivery ☐ Restricted Delivery
PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt		PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt	

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1. Article Addressed to: Vibe by California, Inc. c/o Aaron P. Johnson 318 Cayuga Street Salinas, CA 93901	1/13/22 Escudero 002-408	1. Article Addressed to: Vibe Cultivation LLC c/o Aaron P. Johnson 318 Cayuga Street Salinas, CA 93901	1/13 Escudero 002-408
2. Article Number (Transfer from service label) 022 2410 0003 0424 3071	3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation ☐ Collect on Delivery Restricted Delivery ☐ Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)	2. Article Number (Transfer from service label) 7022 2410 0003 0424 3101	3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☐ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery ☐ Signature Confirmation ☐ Collect on Delivery Restricted Delivery ☐ Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)
S Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt		PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt	

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■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	
1. Article Addressed to:	
Evr Managers, LLC c/o Aaron P. Johnson 318 Cayuga Street Salinas, CA 93901	
 9590 9402 7575 2098 0603 13	
2. Article Number (Transfer from service label)	
7022 2410 0003 0424 3125	

PS Form 3811, July 2020 PSN 7530-02-000-9053

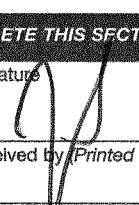
Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY	
A. Signature	
X 	
☐ Agent ☐ Addressee	
B. Received by (Printed Name)	C. Date of Delivery
	1-17
D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1/13 Escudero 002-408	
3. Service Type	
☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery (over \$500)	
☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

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■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	
1. Article Addressed to:	
Desert Organic Solutions Collective c/o Aaron P. Johnson 318 Cayuga Street Salinas, CA 93901	
 9590 9402 7575 2098 0602 76	
2. Article Number (Transfer from service label)	
7022 2410 0003 0424 3118	

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Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY	
A. Signature	
X 	
☐ Agent ☐ Addressee	
B. Received by (Printed Name)	C. Date of Delivery
	1-17
D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1/13 Escudero 002-408	
3. Service Type	
☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	
☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

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■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	
1. Article Addressed to:	
Alpine Alternative Naturopathic, Inc c/o Aaron P. Johnson 318 Cayuga Street Salinas, CA 93901	
 9590 9402 7575 2098 0602 69	
2. Article Number (Transfer from service label)	
7022 2410 0003 0424 3095	

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY	
A. Signature	
X 	
☐ Agent ☐ Addressee	
B. Received by (Printed Name)	C. Date of Delivery
	1-17
D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
1/13 Escudero 002-408	
3. Service Type	
☐ Adult Signature ☐ Adult Signature Restricted Delivery ☐ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	
☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	