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Attorneys for Plaintiff, ALMA ZARAVIA GARCIA, as an individual and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - COMPLEX**

ALMA ZARAVIA GARCIA, as an individual and)
on behalf of all others similarly situated;)

Plaintiff,)

vs.)

GLASS HOUSE CAMARILLO CULTIVATION,)
LLC; LABOR FORCE MANAGEMENT, INC.,)
and DOES 1 through 100, inclusive;)

Defendants.)

Case No.: **24STCV12675**
Dept.:

**CLASS ACTION COMPLAINT FOR
DAMAGES**

1. *Unpaid Missed Rest Breaks (Labor Code § 226.7(a) and IWC Wage Orders No. 13-2001 and 14-2001 Section 12)*
2. *Unpaid Interrupted/Missed Meal Breaks (Labor Code §§ 226.7 and 512 and IWC Wage Orders No.13-2001 and 14-2001 section 11);*
3. *Failure to Pay for all Overtime Wages Earned (Labor Code §§ 510 and 1194 and IWC Wage Orders No. 13-2001 and 14-2001 Section 3)*
4. *Failure to Pay Minimum Wage and Pay for all Wages earned and Pay for Vacation Time (Labor Code §§ 204, 227.3, 1182.12, 1194, 1197 and 1198);*
5. *Failure to Reimburse Required Business Expenses (Labor Code section 2802);*
6. *Failure to Maintain Accurate Personnel and Payroll Records, Improper Wage Statements (Labor*

Code §§ 226(a), 1174, 1198.5 and 2810.5 and IWC Wage Orders No. 13-2001 and 14-2001 Section 12)

- 7. Failure to Pay Wages Upon Separation Labor Code §§ 201-203);*
- 8. Failure to Pay for Sick Days (Lab Code §§246(a), 246.5);*
- 9. Failure to Pay COVID-19 Supplemental Sick Leave (Labor Code §§ 246, 248.1, 248.2, 248.6);*
- 10. Failure to maintain temperatures providing reasonable comfort (Violation of Cal. Lab. Code § 6401)*
- 11. Violation of Labor Code §§1102-1102.5 (Retaliating Against “whistleblowing” Employees);*
- 12. Violation of California Code of Safety and Health (Cal/OSHA) § 8397.4;*
- 13. Failure to Provide Suitable Seating (IWC Wage Orders No. 13-2001, Section 14, 14-2001, Section 13);*
- 14. Violation of Work Order 13-2001, 14-2001, Paragraph 5-Reporting Time Pay;*
- 15. Violation of California Business and Professions Code §17200, et seq.;*
- 16. Failure to Allow Inspection of Employment Records (Labor Code §§ 1198.5, 2810.5)*
- 17. Violation of California’s Quota Laws;*
- 18. Wrongful Termination in Violation of Public Policy;*
- 19. Civil Penalties Pursuant to Labor Code § 2699 (PAGA Penalties)*

DEMAND FOR JURY TRIAL

COMES NOW PLAINTIFF, ALMA ZARAVIA GARCIA, (“Plaintiff”) as an individual and on behalf of all others similarly situated, alleging and complaining against Defendants GLASS HOUSE CAMARILLO CULTIVATION, LLC, LABOR FORCE MANAGEMENT, INC., and DOES 1 to 100, inclusive, (“hereinafter collectively referred to as “Defendants”) as follows:

The allegations in this Class Action Complaint, stated on information and belief, have evidentiary support and/or are likely to have evidentiary support after reasonable opportunity for further investigation and discovery.

I. INTRODUCTION

1. This class action for relief arises from Defendants’ failure to provide rest periods and meal periods as required by law; failure to compensate Plaintiff and Class Members at the required rate for each occasion in which Defendants failed to provide rest and meal breaks; failure to pay minimum wage and overtime wages; failure to pay for sick days, failure to pay for days of rest, failure to reimburse for business expenses, failure to pay COVID-19 supplemental sick leave, failure to keep accurate payroll records, such that Plaintiff and Class Members were given wage statements that did not accurately reflect all the hours worked and all wages earned; and failure to pay wages due upon separation. Plaintiff seeks applicable civil penalties; injunctive relief and other equitable relief; and reasonable attorney’s fees pursuant to labor Code Sections 226(e) and 1194; costs; and interest, brought on behalf of Plaintiff and other similarly situated.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction over Plaintiff and the Class Members’ claims for Defendants’ failure to pay employees for all hours worked at the minimum wage and/or applicable overtime rates of pay; failure to provide legally compliant meal periods and/or pay meal period premium wages; failure to provide legally complaint rest breaks and/or pay rest break premium wages; statutory penalties for failure to provide accurate wage statements; waiting time penalties in the form of continuation wages for failure to timely pay employee all earned and unpaid wages due upon separation of employment; and claims for injunctive relief and restitution under California Business & Professions code Section 1700 *et seq.* for the following reasons: Plaintiff’s lawsuit seeks permanent injunction and damages for herself and the Class Members in excess of \$25,000.00; more than two-thirds of the putative class members are California

1 citizens; the principal violations of California law and applicable Wage Order occurred in
2 California; Defendants employed Plaintiff and the putative class members in numerous
3 locations in Madera, Ventura and Los Angeles Counties; the conduct of Defendants forms a
4 significant basis for Plaintiff's and the Class Members' claims; and Plaintiff and the Class
5 Members seek significant relief from Defendants.

6 **III. PARTIES**

- 7 3. Plaintiff brings this action on behalf of herself and other members of the general public
8 similarly situated. The named Plaintiff and the class members on whose behalf this action is
9 filed are current, former and/or future employees of Defendants who worked, work, or will
10 work for Defendants as non-exempt hourly employees in California. At all times mentioned
11 herein, the named Plaintiff is and was domiciled as a resident and citizen of California and was
12 employed by Defendants in a non-exempt position within the 4 years prior to the filing of the
13 complaint. The named Plaintiff is no longer an employee of Defendants. The named
14 Plaintiff's last date of employment was on or about June 26, 2023.
- 15 4. Plaintiff is informed and believes and thereon alleges that Defendant LABOR FORCE
16 MANAGEMENT, INC., is operating an employee staffing company; hiring employees who
17 will then be assigned to clients and placed for work on job sites of said clients. Defendant is
18 authorized to do business within the State of California and is doing business in the State of
19 California and/or that Defendants DOES 1 to 100 are, and all times relevant hereto were,
20 officers, directors, or shareholders of Defendant LABOR FORCE MANAGEMENT, INC.,
21 who were acting on behalf of Defendant LABOR FORCE MANAGEMENT, INC. in the
22 establishment of, or ratification, of, the aforementioned illegal payroll practices or policies. At
23 all times mentioned herein, Defendant LABOR FORCE MANAGEMENT, INC. employed
24 numerous hourly paid employees in Madera, Ventura and Los Angeles Counties.
- 25 5. Plaintiff is informed and believes and thereon alleges that Defendant GLASS HOUSE
26 CAMARILLO CULTIVATION, LLC is authorized to do business within the State of
27 California and is doing business in the State of California and/or that Defendants DOES 1 to
28 100 are, and all times relevant hereto were, officers, directors, or shareholders of Defendant
GLASS HOUSE CAMARILLO CULTIVATION, LLC who were acting on behalf of
Defendant GLASS HOUSE CAMARILLO CULTIVATION, LLC. in the establishment of, or

1 ratification, of, the aforementioned illegal payroll practices or policies. At all times mentioned
2 herein, Defendant GLASS HOUSE CAMARILLO CULTIVATION, LLC. owns and operates
3 greenhouse cannabis farms that contain nurseries for its cannabis plants and processes cannabis
4 for consumption in California. Defendant GLASS HOUSE CAMARILLO CULTIVATION,
5 LLC was and is a California limited liability company. Plaintiff is informed, believes and
6 thereon alleges that Defendant GLASS HOUSE CAMARILLO CULTIVATION, LLC
7 operates in California with its principal place of business located at 3645 Long Beach
8 Boulevard, Long Beach, California 90807. Plaintiff is further informed, believes and thereon
9 alleges that, at all relevant times, Defendant GLASS HOUSE CAMARILLO CULTIVATION,
10 LLC regularly conducted and conducts business within the State of California and derives
11 substantial revenues from services performed in California. Plaintiff is informed, believes and
12 thereon alleges that, at all relevant times, Defendant GLASS HOUSE CAMARILLO
13 CULTIVATION, LLC was and is an employer subject to California state wage and hour laws

- 14 6. Plaintiff is unaware of the true names of Defendants DOES 1 to 100 and therefore sues said
15 Defendants by said fictitious names, and will amend this complaint when the true names and
16 capacities are ascertained or when such facts pertaining to liability are ascertained, or as
17 permitted by law or by the court. Plaintiff is informed and believes that each of the fictitiously
18 named defendants is in some manner responsible for the events and allegations set forth in this
19 Complaint.
- 20 7. Plaintiff is informed, believes, and thereon alleges that all relevant times, each Defendant was
21 an employer, was the principal, agent, partner, joint ventures, officer, director, controlling
22 shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in
23 interest of some or all of the other Defendants, and was engaged with some or all of the other
24 defendants in a joint enterprise for profit, and bore such other relationships to some or all of the
25 other defendants so as to be liable for their conduct with respect to the matter alleged in this
26 complaint. Plaintiff is further informed and believes and thereon alleges that each defendant
27 acted pursuant to and within the scope of the relationships alleged above, and that at all
28 relevant times, each defendant knew or should have known about, authorized, ratified, adopted,
approved, controlled, aided and abetted the conduct of all other defendants. As used in this
complaint "Defendant" means "Defendants and each of them," and refers to the Defendants
named in the particular cause of action in which the word appears and includes Defendants

GLASS HOUSE CAMARILLO CULTIVATION, LLC, and LABOR FORCE MANAGEMENT, INC., and DOES 1 to 100.

8. Plaintiff is informed and believes and thereon alleges that there exists such a unity of interest and ownership between Defendants GLASS HOUSE CAMARILLO CULTIVATION, LLC, and LABOR FORCE MANAGEMENT, INC., and DOES 1 to 100, that the individuality and separateness of defendants have ceased to exist. The business affairs of Defendants are, and at all times relevant hereto were, so mixed and intermingled that the same cannot reasonably be segregated, and the same are in inextricable confusion. Defendants GLASS HOUSE CAMARILLO CULTIVATION, LLC, and LABOR FORCE MANAGEMENT, INC., are and at all times relevant hereto were, used by Defendants and DOES 1 to 100, as mere shell and conduit for the conduct of Defendants DOES 1 to 100's affairs and was undercapitalized during such use. The recognition of the separate existence of defendants would not promote justice, in that it would permit defendants to insulate themselves from liability to plaintiff. Accordingly, defendants constitute the alter ego of each other, and the fiction of their separate existence must be disregarded.
9. Plaintiff makes the allegations in this compliant without any admission that, as to any particular allegation, plaintiff beard the burden of pleading, proving, or persuading and plaintiff reserves all of Plaintiff's rights to plead in the alternative.

IV. FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTIONS

10. Plaintiff and Class Members are informed and believe that Defendants GLASS HOUSE CAMARILLO CULTIVATION, LLC, and LABOR FORCE MANAGEMENT, INC., are authorized to do business within the State of California and are doing business in the State of California and/or that Defendants DOES 1 to 100 are, and all times relevant hereto were, officers, directors, or shareholders of Defendants GLASS HOUSE CAMARILLO CULTIVATION, LLC, and LABOR FORCE MANAGEMENT, INC., who were acting on behalf of Defendants GLASS HOUSE CAMARILLO CULTIVATION, LLC, and LABOR FORCE MANAGEMENT, INC.. in the establishment of, or ratification, of, the aforementioned illegal payroll practices or policies. At all times mentioned herein, Defendants GLASS HOUSE CAMARILLO CULTIVATION, LLC, and LABOR FORCE MANAGEMENT, INC. employed numerous hourly paid employees in Madera, Ventura and Los Angeles Counties.

- 1 11. Plaintiff, was employed by Defendants GLASS HOUSE CAMARILLO CULTIVATION, LLC,
2 and LABOR FORCE MANAGEMENT, INC. from April 17, 2023 through June 26, 2023. At
3 all relevant times, Plaintiff performed work at Defendants' worksite located at 645 Laguna Road,
4 Camarillo, California 93012. She was employed as a laborer and her duties, included but were
5 not limited to trimming, cleaning, and pruning cannabis plants. Her last Supervisor was "Jose".
- 6 12. Defendants have implemented company-wide practices and/or policies, to require employees to
7 perform tasks while off the clock. Defendant refused to pay the employees, for work
8 performed off the clock.
- 9 13. During the relevant timeframe, Defendants failed to pay overtime wages to Plaintiff and Class
10 Members at the legal rates of pay for all overtime hours worked, including the time worked off
11 the clock.
- 12 14. Defendants failed to pay minimum wages at the legal rates of pay for all the hours worked.
- 13 15. During the relevant timeframe, Plaintiff and Class Members worked shifts of over four hours,
14 and were not given a ten-minute, uninterrupted rest break for each such shift. Plaintiff and
15 Class Members worked during the rest periods either under the direction and supervision of
16 Defendants, or with Defendants' knowledge and consent. Furthermore, Defendants created
17 schedules that made it difficult or impossible for Plaintiff and Class Members to take their rest
18 breaks.
- 19 16. During the relevant timeframe, Plaintiff and Class Members worked shifts of over five (5)
20 hours, and were not given a thirty-minute, uninterrupted meal break for each such shift.
21 Plaintiff and Class Members worked during the meal periods either under the direction and
22 supervision of Defendants, or with Defendants' knowledge and consent. Furthermore,
23 Defendants created schedules that made it difficult or impossible for Plaintiff and Class
24 Members to take their first and second meal breaks.
- 25 17. Defendants have implemented company-wide practices and/or policies, to require employees to
26 perform tasks during their meal.
- 27 18. Defendants failed to compensate Plaintiff and Class Members at the required rate for each
28 occasion in which Defendants failed to provide rest breaks and meal breaks. As such,
Defendants failed to pay for all the hours worked and all wages earned by Plaintiff and Class
Members.

- 1 19. Defendants failed to compensate Plaintiff and Class Members at the required rate for each
2 occasion in which Defendants failed to provide rest breaks.
- 3 20. Defendants have implemented company-wide practices and/or policies, to require employees to
4 use their own money, to buy their own drinking water, in order to perform their work tasks and
5 duties for the Defendants; however, Plaintiff and Class Members were not reimbursed for such
6 expense.
- 7 21. During the relevant timeframe, Defendants employed Plaintiff as a non-exempt employee since
8 around from April 17, 2023 through June 26, 2023. She worked 6 days per week and her
9 schedule included Saturdays. Plaintiff routinely had to work more than 4 hours a day, and
10 over 5 hours a day, but without any rest breaks and no full 30 minutes first meal breaks and no
11 second meal breaks. She was not paid accurate wages for all the hours she worked. She was
12 not paid any overtime or accurate overtime. She was not paid premium wages for missed rest
13 breaks and meal breaks. She was not paid for her sick days and COVID-19 Supplemental Paid
14 Sick Leave. She was not paid for her business expenses.
- 15 22. During the relevant timeframe, Defendants have implemented company-wide practices and/or
16 policies, pursuant to which Defendants failed to provide 80 hours of COVID-19 Supplemental
17 Paid Sick Leave and to compensate employees at their regular rate of pay for COVID-19
18 supplemental sick leave.
- 19 23. Defendants terminated Plaintiff from her employment on or about June 26, 2023. When
20 terminated, Defendants refused to pay her accurate final wages.
- 21 24. Defendants terminated Plaintiff, but failed to tender her final paycheck with accurate dollar
22 amounts, for all the hours worked, and without all the premium wages she was entitled to,
23 within the timeframe prescribed by law. As such, Plaintiff is seeking her final paycheck, along
24 with waiting time penalties.

25 **V. CLASS ACTION ALLEGATIONS**

- 26 25. Plaintiff brings this action on her own behalf, as well as on behalf of each and all other
27 persons similarly situated, and thus, seek class certification. The class shall be defined as
28 follows:

“All persons who were employed as non-exempt employees by Defendants
GLASS HOUSE CAMARILLO CULTIVATION, LLC, and/or LABOR FORCE
MANAGEMENT, INC. in the State of California during the relevant time

1 periods, 4 years prior to the filing of this Complaint, until resolution of this
2 lawsuit, through the entry of final judgment in this action.”

3
4 26. Plaintiff proposes that the following sub-classes be created:

- 5 A. A proposed sub-class (*hereinafter* “Rest Period Class”) is defined as: All
6 individuals who have been employed and are currently employed by Defendants
7 GLASS HOUSE CAMARILLO CULTIVATION, LLC, and/or LABOR FORCE
8 MANAGEMENT, INC. within the relevant time periods prior to the filing of this
9 Complaint until resolution of this lawsuit who did not receive their required rest
10 breaks pursuant to the California Labor Code and/or applicable orders of the IWC.
- 11 B. A proposed sub-class (*hereinafter* “Meal Period Class”) is defined as: All
12 individuals who have been employed and are currently employed by
13 Defendants A GLASS HOUSE CAMARILLO CULTIVATION, LLC, and/or
14 LABOR FORCE MANAGEMENT, INC., within the relevant time periods
15 prior to the filing of this Complaint until resolution of this lawsuit who did not
16 receive their required meal breaks pursuant to the California Labor Code
17 and/or applicable orders of the IWC.
- 18 C. A proposed sub-class (*hereinafter* “Underpaid Class”) is defined as: All
19 individuals who have been and are currently employed by Defendants GLASS
20 HOUSE CAMARILLO CULTIVATION, LLC, and/or LABOR FORCE
21 MANAGEMENT, INC. within the relevant time periods prior to the filing of
22 this Complaint until resolution of this lawsuit who were not paid full complete
23 and accurate compensation for all hours worked and inaccurate vacation.
- 24 D. A proposed sub-class (*hereinafter* “Overtime Class”) is defined as: All
25 individuals who have been and are currently employed by Defendants GLASS
26 HOUSE CAMARILLO CULTIVATION, LLC, and/or LABOR FORCE
27 MANAGEMENT, INC., within the relevant time periods prior to the filing of
28 this Complaint until resolution of this lawsuit who were not paid full complete
and accurate compensation for all overtime worked.
- E. A proposed sub-class (*hereinafter* “Sick Day Class”) is defined as: All
individuals who have been and/or are currently employed by Defendants

GLASS HOUSE CAMARILLO CULTIVATION, LLC, and/or LABOR FORCE MANAGEMENT, INC., within the relevant time periods prior to the filing of this Complaint until resolution of this lawsuit who were not paid for their sick days.

- F. A proposed sub-class (*hereinafter* “Wage Statement Class”) is defined as: All individuals who have been and are currently employed by Defendants GLASS HOUSE CAMARILLO CULTIVATION, LLC, and/or LABOR FORCE MANAGEMENT, INC., within the relevant time periods prior to the filing of this Complaint until resolution of this lawsuit whose wage statements did not accurately reflect gross wages earned. Specifically, all the hours worked, the overtime and additional hours of pay employees earn for each workday they did not receive a meal and/or rest break. This subclass includes the class members whose final paycheck did not accurately reflect gross wages earned. Specifically, all the hours worked, the overtime and additional hours of pay employees earn for each workday they did not receive a meal and/or rest break.
- G. A proposed sub-class (*hereinafter* “Final Paycheck Class”) is defined as: All individuals who were employed by Defendants GLASS HOUSE CAMARILLO CULTIVATION, LLC, and/or LABOR FORCE MANAGEMENT, INC., within the relevant time periods prior to the filing of this Complaint until resolution of this lawsuit who did not receive their final paycheck within 72 hours after the final day of work or at the time of their termination.
- H. A proposed sub-class (*hereinafter* “Minimum Wage Class”) is defined as: All individuals who have been and are currently employed by Defendants GLASS HOUSE CAMARILLO CULTIVATION, LLC, and/or LABOR FORCE MANAGEMENT, INC., within the relevant time periods prior to the filing of this Complaint until resolution of this lawsuit who did not receive at least the minimum wage for all the hours worked.
- I. A proposed sub-class (*hereinafter* “Payroll Records Class”) is defined as: All individuals who have been and are currently employed by Defendants GLASS

HOUSE CAMARILLO CULTIVATION, LLC, and/or LABOR FORCE MANAGEMENT, INC., within the relevant time periods prior to the filing of this Complaint until resolution of this lawsuit for whom Defendants failed to maintain accurate payroll record(s).

J. A proposed sub-class (*hereinafter* “Reimbursement Class”) is defined as: All individuals who have been and are currently employed at Defendants GLASS HOUSE CAMARILLO CULTIVATION, LLC, and/or LABOR FORCE MANAGEMENT, INC., within the relevant time periods prior to the filing of this Complaint until resolution of this lawsuit who did not receive reimbursement of applicable business-related expenses and costs incurred.

K. A proposed sub-class (*hereinafter* “COVID-19 Supplemental Sick Leave Class”) is defined as: All individuals who have been and are currently employed by Defendants GLASS HOUSE CAMARILLO CULTIVATION, LLC, and/or LABOR FORCE MANAGEMENT, INC., within the relevant time periods prior to the filing of this Complaint until resolution of this lawsuit who were not afforded COVID-19 supplemental sick leave nor paid therefor.

27. The proposed class (*hereinafter* “Class”) shall consist of all individuals found in the following sub-classes: Meal Period Class, Rest Period Class, Underpaid Class, Overtime Class, Sick Day Class, Wage Statement Class, Final Paycheck Class, Minimum Wage Class, Payroll Records Class, Reimbursement Class, and COVID-19 Supplemental Sick Leave Class.

28. All claims alleged herein arise under California law and Plaintiff and Class Members seek relief authorized by California law.

29. Excluded from the Class are Defendant(s) in this action, any entity in which Defendant(s) have a controlling interest, any officers, directors, and shareholders of Defendant, and legal representatives, heirs, successors, and assigns of Defendants

30. There is a well-defined community of interest in this litigation and the Class is easily ascertainable:

31. Numerosity: The members of the Class (and each subclass, if any) are so numerous that joinder of all members would be unfeasible and impractical. The membership of the

1 Class is unknown to Plaintiff at this time. However, the Class is estimated to be greater
2 than fifty (100) individuals and the identity of such membership is readily ascertainable
3 by inspection of Defendant's employment records.

4 32. Typicality: Plaintiff is qualified to and will fairly and adequately protect the interests of
5 each Class Member with whom she has a well-defined community of interest, and
6 Plaintiff's claims (or defenses, if any), are typical of all Class Members as demonstrated
7 herein.

8 33. Adequacy: Plaintiff is qualified to, and will fairly and adequately protect the interests of
9 each Class Member with whom they have a well-defined community of interest and
10 typicality of claims, as alleged herein. Plaintiff acknowledges that she has an obligation
11 to the Court to make known any relationship, conflict, or differences with any Class
12 Member. Plaintiff's attorneys and proposed Class counsel are versed in the rules
13 governing class action discovery, certification, and settlement. Plaintiff has incurred,
14 and, throughout the duration of this action, will continue to incur costs and attorneys' fees
15 that have been, are, and will be necessarily expended for the prosecution of this action for
16 the substantial benefit of each Class Member.

17 34. Superiority: The nature of this action makes the use of class action adjudication superior
18 to other methods. A class action will achieve economies of time, effort, and expense as
19 compared with separate lawsuits, and will avoid inconsistent outcomes because the same
20 issues can be adjudicated in the same manner and at the same time for the entire class.

21 35. There are common questions of law and fact as to the Class (and each subclass, if any),
22 that predominate over questions affecting only individual members, including but not
23 limited to:

24 36. Whether Defendants had a policy of not providing uninterrupted statutory mandated rest
25 periods to Plaintiff and Class Members or compensation for rest periods;

26 37. Whether Defendants had a policy of not providing uninterrupted statutory mandated meal
27 periods to Plaintiff and Class Members or compensation for meal periods;

28 38. Whether Defendants created schedules in such a manner that made it difficult or
impossible for Plaintiff, and similarly situated Class Members, to take uninterrupted rest
periods;

- 1 39. Whether Defendants created schedules in such a manner that made it difficult or
2 impossible for Plaintiff, and similarly situated Class Members, to take uninterrupted meal
3 periods;
4 40. Whether Defendants failed to pay Plaintiff and Class Members for the overtime hours
5 worked during the relevant timeframe;
6 41. Whether Defendants failed to reimburse Plaintiff and Class Members for their business
7 expenses;
8 42. Whether Defendants failed to pay Plaintiff and Class Members their sick pay;
9 43. Whether Defendants had a policy of requiring Plaintiff and Class Members to work
10 beyond the reported hours (off-the-clock);
11 44. Whether Defendants failed to pay Plaintiff and Class Members for the total hours worked
12 during the relevant timeframe;
13 45. Whether Defendants failed to keep accurate payroll records, such that inaccurate wage
14 statements were issued to Plaintiff and Class Members;
15 46. Whether Defendants failed to pay Plaintiff and Class Members an accurate and timely
16 final paycheck;
17 47. Whether Defendants failed to pay Plaintiff and Class Members at least minimum wage
18 for all the hours worked;
19 48. Whether Defendants willfully misclassified Plaintiff and any of Class Members as
20 exempt;
21 49. Whether Defendants failed to pay Plaintiff and Class Members COVID-19 Supplemental
22 Sick Leave;
23 50. Whether Defendants improperly retained, converted, appropriated, or deprived Plaintiff
24 and other Class Members of the use of monies or sums, which Plaintiff and Class
25 Members were legally entitled to; and
26 51. The appropriate amount of damages, restitution, or monetary penalties resulting from
27 Defendants' violations of California law.
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FIRST CAUSE OF ACTION

Unpaid Missed Rest Breaks

(Labor Code § 226.7(a) and IWC Wage Orders No. 13-2001 and 14-2001 Section 12)

(By Plaintiff and on Behalf of all Similarly Situated Class Members, Against All Defendants)

52. Plaintiff and Class Members incorporate by reference and re-allege, as if fully stated herein, the material allegations set forth in prior paragraphs of this Complaint.

53. At all times herein set forth, Labor Code section 218 authorizes an employee to sue directly for any wages or penalty due to him or her under this article of the Labor Code.

54. At all times herein set forth, Labor Code section 226.7(a) provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the IWC.

55. The language of IWC Wage Orders No. 13-2001 and 14-2001 section 12 relating to rest periods tracks the language of the Labor Code. (*Code of Regulations*, title 8, section 11140, subd. 12.), which states: "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted, as hours worked for which there shall be no deductions from wages."

56. During the relevant time period, Plaintiff and Class Members worked more than three and one-half (3 ½) hours per workday, and were not allowed to take paid rest breaks that they were legally entitled to pursuant to IWC Wage Orders No. 13-2001 and 14-2001 section 12. Defendants' conduct, as alleged herein, violates IWC Wage Orders No. 13-2001 and 14-2001 section 12 and Labor Code § 226.7(a), which provides that no employer shall require any employee to work during any rest period mandated by an applicable order of the IWC.

57. Pursuant to Labor Code section 226.7(b), and IWC Wage Orders 14-2001, and 13-2001 section 12(B), Plaintiff and Class Members are entitled to recover from Defendants one (1) additional

1 hour of pay at Plaintiff and Class Members' regular rate of compensation for each work day
2 that a rest period was not provided, for a three-year statutory period dating back from the date
3 of the commencement of this action.

4 58. Pursuant to Labor Code Sections 558 and 1197.1, Plaintiff and Class Members are entitled to
5 fifty dollars (\$50.00) for each pay period for which they were underpaid in addition to an
6 amount sufficient to recover underpaid wages and for each subsequent violation, one hundred
7 dollars (\$100.00) for each pay period for which they were underpaid in addition to an amount
8 sufficient to recover underpaid wages.

9 **SECOND CAUSE OF ACTION**

10 ***Unpaid Missed/Interrupted Meal Breaks***

11 ***(Labor Code §§ 226.7(a) and 512 and IWC Wage Orders No. 13-2001 and 14-2001 Section 11)***

12 ***(By Plaintiff and on Behalf of all Similarly Situated Class Members, Against All Defendants)***

13 59. Plaintiff and Class Members incorporate by reference and re-allege, as if fully stated herein,
14 the material allegations set forth in prior paragraphs of this Complaint.

15 60. At all times herein set forth, Labor Code section 218 authorizes employees to sue directly for
16 any wages or penalty due to them under this article of the California Labor Code.

17 61. At all times herein set forth, Labor Code section 226.7 provides that no employer shall require
18 an employee to work during any meal period mandated by an applicable order of the IWC.

19 62. At all times herein set forth, Labor Code section 512(a) provides that an employer may not
20 employ an employee for a work period of more than five (5) hours per day without providing
21 the employee with a meal period of not less than thirty (30) minutes, except that if the total
22 work period per day of the employee is not more than six (6) hours, the meal period may be
23 waived by mutual consent of both the employer and the employee.

24 63. At all times herein set forth, Labor Code section 512(a) further provides that an employer may
25 not employ an employee for a work period of more than ten (10) hours per day without
26 providing the employee with a second meal period of not less than thirty (30) minutes, except
27 that if the total hours worked is no more than twelve (12) hours, the second meal period may be
28 waived by mutual consent of the employer and the employee, only if the first meal period was
not waived.

- 1 64. The language of applicable IWC Wage Order(s), section 11 relating to meal periods tracks the
2 language of the Labor Code. (*Cal. Code Regs.*, tit. 8, section 11140, subd. 11.)
- 3 65. Defendants fostered a work environment where the taking of uninterrupted thirty (30) minute
4 meal breaks by its employees was essentially prohibited because Defendants were more
5 concerned about their profit margin, than its own employees' welfare. As such, Plaintiff and
6 Class Members could not take any thirty (30) minute uninterrupted meal breaks without the
7 risk of being reprimanded or terminated.
- 8 66. Because Defendants failed to afford proper meal periods, they are liable to Plaintiff and Class
9 Members for one hour of additional pay at the regular rate of compensation for each workday
10 that the proper meal periods were not provided, pursuant to Cal. Labor Code Section 226.7(b)
11 and applicable IWC Wage Order, i.e., No. 13-2001, section 11(D).
- 12 67. By violating Cal. Labor Code Section 226.7 and 512, and applicable wage order, section 11,
13 Defendants are also liable to Plaintiff and Class Members for reasonable attorneys' fees and
14 costs under Cal. Labor Code Section 218.5.

15 **THIRD CAUSE OF ACTION**

16 ***Failure to Pay for All Overtime Wages Earned***

17 ***(Labor Code §510, §860, §1194, §1198 and IWC Wage Orders No. 13-2001 and 14-2001***

18 ***Section 3)***

19 ***(By Plaintiff and on Behalf of all Similarly Situated Class Members, Against All Defendants)***

- 20 68. Plaintiff and Class Members incorporate by reference and re-allege, as if fully stated herein, the
21 material allegations set forth in prior paragraphs of this Complaint.
- 22 69. At all relevant times during the applicable limitations period, Plaintiff and Class Members have
23 been non-exempt employees of Defendants and entitled to the benefits of Cal. Labor Code §
24 510 and 1194, 1198 and the pertinent Wage Order(s).
- 25 70. IWC Wage Order No. 14-2001 section 2(G) define "hours worked" as "the time during which
26 an employee is subject to the control of an employer, and includes all the time the employee is
27 suffered or permitted to work, whether or not required to do so."
- 28 71. In IWC Wage Order No. 14-2001 section 3, states: (A)The following overtime provisions are
applicable to employees eighteen (18) years of age or over and to employees sixteen (16) or
seventeen (17) years of age who are not required by law to attend school: (1) For employers of
more than 25 employees:

1 (a) Starting January 1, 2019, an employee shall not be employed more than nine and one-half
2 (9 1/2) hours per workday or fifty-five (55) hours per workweek unless the employee receives
3 one and one-half (1 1/2) times such employee's regular rate of pay for all hours worked over
4 nine and one-half (9 1/2) hours in any one workday or more than fifty-five (55) hours in any one
5 workweek.

6 (b) Starting January 1, 2020, an employee shall not be employed more than nine (9) hours per
7 work day or fifty (50) hours per workweek unless the employee receives one and one-half
8 (1 1/2) times such employee's regular rate of pay for all hours worked over nine (9) hours in
9 any one workday or more than fifty (50) hours in any one workweek.

10 (c) Starting January 1, 2021, an employee shall not be employed more than eight and
11 one-half (8 1/2) hours per workday or forty-five (45) hours per workweek unless the
12 employee receives one and one-half (1 1/2) times such employee's regular rate of pay for
13 all hours worked over eight and one-half (8 1/2) hours in any one workday or more than
14 forty-five (45) hours in any one workweek.

15 (d) Starting January 1, 2022, an employee shall not be employed more than eight (8) hours
16 per work day or work in excess of forty (40) hours per workweek unless the employee
17 receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours
18 worked over eight (8) hours in any workday or more than forty (40) hours in any
19 workweek and double the employee's regular rate of pay for all hours worked over
20 twelve (12) hours in any one workday.

21 72. With respect to overtime wages, the regular rate of pay under California law must include "all
22 remuneration for employment paid to, on behalf of, the employee." This requirement includes,
23 but is not limited to, commissions and nondiscretionary bonuses. See *Huntington Memorial*
24 *Hosp. v. Superior Court* (2005) 131 Cal App. 4th 893, 904-05.

25 73. Plaintiff and Class Members were working over the specified threshold hours in any one
26 workday or workweek and they were not paid overtime.

27 74. Plaintiff and Class Members have been damaged in a sum to be proven and request relief as
28 described below.

FOURTH CAUSE OF ACTION

Failure to Pay Minimum Wage and Pay for all Wages earned and Pay for Vacation Time

(Labor Code §§ 204, 227.3, 1182.12, 1194, 1197 and 1198);

(By Plaintiff and on Behalf of all Similarly Situated Class Members, Against All Defendants)

- 1 75. Plaintiff and Class Members incorporate by reference and re-allege, as if fully stated herein,
2 the material allegations set forth in preceding paragraphs of this Complaint.
- 3 76. California Labor Code § 204 requires California employers to pay employees for all wages
4 earned. California Labor Code § § 1194 and 1197 require minimum wage payments.
- 5 77. Defendants failed to compensate Plaintiff and Class Members for all hours worked, including,
6 but not limited to, the hours Plaintiff and Class Members worked during their rest and meal
7 breaks, and for which they did not receive the proper compensation under the law, and, for
8 each work day during which they were ordered to work while they were off the clock.
9 Defendants required Plaintiff and Class Members not to report all their working hours. Plaintiff
10 and Class Members did not receive minimum wages for all the hours they worked.
- 11 78. Defendants failed to accurately compensate Plaintiff and Class Members for their vacation
12 money.
- 13 79. Plaintiff and Class Members have been damaged in a sum to be proven and request relief as
14 described below.

15 **FIFTH CAUSE OF ACTION**

16 ***Failure to Reimburse Required Business Expenses***

17 ***(Labor Code section 2802)***

18 *(By Plaintiff and on Behalf of all Similarly Situated Class Members, Against All Defendants)*

- 19 80. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material
20 allegations set out in each and all previous paragraphs of this Complaint.
- 21 81. Labor Code section 2802 requires an employer to “indemnify his or her employee for all
22 necessary expenditures or losses incurred by the employee in direct consequence of the
23 discharge of his or her duties...”
- 24 82. Plaintiff had to spend her own money to carry out her duties for Defendants’ business, but
25 Defendants failed to accurately reimburse him for these costs, such as Plaintiff having to buy
26 her own drinking water to carry out her duties for the Defendants.
- 27 83. All said expenses were necessary for Plaintiff to fulfill her job functions for the Defendants.
28 Plaintiff sought reimbursement of these necessary expenses, but Defendants have refused to
reimburse and indemnify Plaintiff for this expense.

1 84. Accordingly, Plaintiff has been deprived of legally required reimbursement, and Defendants
2 should be liable to Plaintiff for these sums, plus attorneys' fees, plus interest.

3 85. The monies retained by Defendants should be deemed Plaintiff's monies, held in trust for
4 Plaintiff and subject to a proper claim for reimbursement and disgorgement.

5 **SIXTH CAUSE OF ACTION**

6 ***Failure to Maintain Accurate Personnel and Payroll Records, Improper Wage Statements***
7 ***(Labor Code §§ 226(a), 1174, 1198.5 and 2810.5 and IWC Wage Order 13-2001 and***
8 ***No. 14-2001 Section 7);***

9 *(By Plaintiff and on Behalf of all Similarly Situated Class Members, Against All Defendants)*

10
11 86. Plaintiff and Class Members incorporate by reference and re-allege, as if fully stated herein,
12 the material allegations set out in preceding paragraphs of this Complaint.

13 87. California Labor Code § 226(a), IWC Wage Order No. No. 13-2001 and 14-2001, Section 7,
14 and California Labor Code § 1174 require employers to maintain accurate payroll records and
15 to provide semi-monthly or at the time of each payment of wages to furnish each employee
16 with a statement itemizing, among other things, the total hours worked by the employee.

17 88. Defendants knowingly and intentionally failed to maintain records as required under California
18 Labor Code §§ 226(a) and 1174(d) and § 7 of the applicable IWC Orders,, including but not
19 limited to the following records: total daily hours worked by each employee; including but not
20 limited to, applicable rates of pay relating to non-discretionary bonus payments, overtime and
21 double-time; all deductions; meal and/or rest periods; time records showing when each
22 employee begins and ends each work period; and accurate itemized statements that reflect all
23 compensation, rates of pay for all compensation paid and remuneration owed and due to them.

24 89. Defendants have violated California Labor Code §§ 226(a) and 1174, and IWC Wage Orders s
25 No. 13-2001 and 14-2001, Section 7 by willfully failing to keep required payroll records
26 showing the actual hours worked each day by Plaintiff and Class Members. As a direct and
27 proximate result of Defendants' failure to maintain payroll records, Plaintiff and Class
28 Members have suffered economic harm as they have been precluded from accurately
monitoring the number of hours worked and thus seeking payment in connection with the

1 hours for all the missed rest and meal breaks, overtime, minimum wage, sick days, days of rest
2 and COVID-19 supplemental sick leave.

3 90. In 2013, the Legislature amended subdivision (e) of Labor Code section 226, adding language
4 explaining that an “employee is deemed to suffer injury for purposes of this subdivision if the
5 employer fails to provide accurate and complete information as required” by subdivision (a) of
6 that statute, and “the employee cannot promptly and easily determine from the wage statement
7 alone one or more” of several of the required items, including total hours worked, all
8 applicable hourly rates in effect, and the corresponding number of hours worked at each rate.
9 (Lab. Code, § 226, subd. (e)(2)(B).) The amended statute further provides that “ ‘promptly and
10 easily determine’ means a reasonable person would be able to readily ascertain the information
11 without reference to other documents or information.” (Lab. Code, § 226, subd. (e)(2)(C).)
12 This provision renders the inquiry an objective one; the amendment “clarifies that injury arises
13 from defects in the wage statement, rather than from a showing that an individual experienced
14 harm as a result of the defect.” (*Lubin v. Wackenhut Corp.* (2016) 5 Cal. App. 5th 926, 959; *see*
15 *also Garnett v. ADT, LLC* (E.D. Cal. 2015) 139 F. Supp. 3d 1121, 1133 [“Whether an
16 employee suffered injury is based solely on the information provided on the wage
17 statement.”].)

18 91. Plaintiff has suffered injury and sustained actual damages because the Defendants failed to
19 provide accurate and complete information as required by any one or more of items (1) to (9),
20 inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the
21 wage statement alone the amount of the gross wages or net wages paid to the employee during
22 the pay period or any of the other information required to be provided on the itemized wage
23 statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a). Plaintiff cannot
24 determine which deductions the employer made from gross wages to determine the net wages
25 paid to the employee during the pay period. Plaintiff has been damaged in a sum to be proven
26 at trial.

27 92. Plaintiff and Class Members are also entitled to \$4,000 in damages for Defendants’ violation
28 and being liable for this cause of action, in addition to an award of costs and reasonable
attorneys’ fees under Labor Code § 226(e)(1) and \$500 under Labor Code of Labor Code §
1174.5.

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(Labor Code §§ 201-203)

93. Plaintiff and Class Members incorporate by reference and re-allege, as if fully stated herein, the material allegations set out in previous paragraphs of this Complaint.

94. Labor Code §§ 201 – 203 provides that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter; unless the employee had given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

95. During the relevant time period, Defendants failed to pay Plaintiff and Class Members, no longer employed by Defendants, their wages, earned and unpaid, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment in violation of Labor Code §§ 201 – 203.

96. Plaintiff and Class Members are entitled to statutory damages.

Failure to Pay for Sick Days (*Violation of Labor Code §§246, 246(a) and §246.5*)

(By Plaintiff and on Behalf of all Similarly Situated Class Members, Against All Defendants)

97. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material allegations set out in each and all previous paragraphs of this Complaint.

1 98. Cal. Labor Code Section 246(a) provides: (a) (1) An employee who, on or after July 1,
2 2015, works in California for the same employer for 30 or more days within a year from
3 the commencement of employment is entitled to paid sick days as specified in this section.

4 99. Defendants failed and refused to pay Class Members for their sick days. They have been
5 damaged in a sum to be proven and request relief as described below.

6 **NINTH CAUSE OF ACTION**

7 ***Failure to Pay COVID-19 Supplemental Sick Leave (Violation of Cal. Lab. Code §§ 246,***
8 ***248.1, 248.2, 248.6)***

9 *(By Plaintiff And On Behalf of All Similarly Situated Class Members,*
10 *Against All Defendants)*

11
12 100. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material
13 allegations set out in prior paragraphs of this Complaint.

14 101. Various emergency and statutory enactments including Executive Order N-51-20,
15 SB 95, and Labor Code section 248 et seq. ensure access to up to 80 hours of COVID-19
16 supplemental paid sick leave for eligible employees, including those advised to
17 quarantine or isolate and those caring for COVID-impacted family members.

18 102. On information and belief, Defendants knowingly and intentionally failed in their
19 affirmative obligation to provide and pay Covid-19 Supplemental Sick Leave to Plaintiff
20 and Class Members in violation of Labor Code sections 246, 247.5, 248.1, 248.2, and
21 248.6.

22 103. Labor Code section 248.1 requires employers to provide up to 80 hours of Covid-
23 Supplemental Paid Sick Leave to employees for the period of April 16, 2020 to
24 December 31, 2020. Labor Code 248.2 requires employers to provide up to 80 hours of
25 Covid-19 Supplemental Paid Sick Leave for the period of January 1, 2021 through
26 September 30, 2021. Labor Code section 248.6 extended Covid sick leave protections
27 and requires employers to provide up to 80 hours of Covid-19 Supplemental Paid Sick
28 Leave for the period of January 1, 2022 to September 30, 2022, and may be extended
thereafter.

1 104. Under Labor Code section 248.1, employees must be paid for Covid-19
2 Supplemental Paid Sick Leave at the highest of the following: (1) the regular rate of pay
3 for the last pay period, (2) state minimum wage, (3) local minimum wage.

4 105. Under Labor Code section 248.2, non-exempt employees must be paid Covid-
5 supplemental paid sick leave according to the highest of the following four methods: (1)
6 the regular rate of pay for the workweek in which the employee uses COVID-19
7 supplemental paid sick leave, (2) the employee's total wages in a 90-day period divided
8 by total hours worked, (3) the state minimum wage, or (4) the local minimum wage.

9 106. Labor Code section 248.6 requires employers to pay Covid-19 supplemental sick
10 leave under either one of the following methods: (1) regular rate of pay or (2) the
11 employee's total wages in a 90-day period divided by total hours worked.

12 107. In the case of COVID-19, Defendants was required to provide 80 hours of paid
13 sick leave to full time employees, in addition to sick pay for part time employees.
14 Plaintiff and Class Members, employees who work full time are entitled to 80 hours of
15 paid sick leave, and employees who work part time are similarly entitled to sick leave, if
16 the worker is subject to a Federal, State, or local quarantine or isolation order related to
17 COVID-19, or the worker is advised by a health care provider to self-isolate or self-
18 quarantine due to health concerns related to COVID-19, or the worker is prohibited from
19 working by the worker's hiring entity due to health care concerns related to the potential
20 transmission of COVID-19.

21 108. California Labor Code § 248.2 applies to employers who employ more than 25
22 employees, as defined under subdivision (b) of California Labor Code § 245.5.

23 109. Defendants are covered employers under relevant sick pay laws including N-51-
24 20, SB 95, and the recently enacted Labor Code 248 et seq. since it employs more than 25
25 employees, and Plaintiff and Class Members are covered employees. Plaintiff and Class
26 Members were required to take time off due to COVID-19 related illness or quarantine
27 requirements yet received zero sick pay.
28

110. Defendants failed to provide 80 hours of COVID-19 Supplemental Paid Sick leave and compensate employees at their regular rate of pay for supplemental sick leave, i.e., their highest regular rate of pay, taking into consideration non-discretionary bonuses, etc., in violation of California Labor Code §§ 248.1(b)(3)(A) and 248.6. Defendants also failed to provide COVID-19 Supplemental Sick Leave to employees in addition to regular sick leave, in violation of California Labor Code § 248.1(b)(2)(D). Defendants also failed to accurately reflect any offset and/or the current amount of COVID-19 Supplemental Sick Leave available to employees on their wage statements, in violation of California Labor Code §§ 248.1(b)(2)(D), 248.2, 248.6 and for the reasons provided herein.

111. On information and belief, Defendants failed to provide and pay Covid-19 supplemental paid sick leave in the manner described above because Defendants failed to pay Class Members such sick leave at one of the rates authorized by statute.

112. As a result of these practices, Defendants have violated Cal. Labor Code §§218, 246, 248, 510, 1194, 1197, 1198 and Industrial Welfare Commission Wage Orders paragraph(3)(A)(1) for failure to pay sick pay wages. Employers are liable for civil penalties pursuant to Cal. Labor Code §558.

113. Defendant is also liable to Class Members for attorneys' fees, costs and interest pursuant to CCP § 1021.5.

TENTH CAUSE OF ACTION

Failure to maintain temperatures providing reasonable comfort (Violation of Cal. Lab.

Code § 6401)

(By Plaintiff and on Behalf of all Similarly Situated Class Members, Against All Defendants)

114. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material allegations set out in preceding paragraphs of this Complaint.

1 115. Labor Code section 6401 requires an employer to comply with the standard conditions
2 of labor for California employees as set forth by the IWC. Section 15 of the Wage
3 Order states:

4 (A) The temperature maintained in each work area shall provide reasonable comfort
5 consistent with industry-wide standards for the nature of the process and the work
6 performed.

7 (B) If excessive heat or humidity is created by the work process, the employer shall
8 take all feasible means to reduce such excessive heat or humidity to a degree
9 providing reasonable comfort. Where the nature of the employment requires a
10 temperature of less than 60° F., a heated room shall be provided to which employees
11 may retire for warmth, and such room shall be maintained at not less than 68°.

12 (C) A temperature of not less than 68° shall be maintained in the toilet rooms, resting
13 rooms, and change rooms during hours of use.

14 (D) Federal and State energy guidelines shall prevail over any conflicting provision of
15 this section

16 116. California law requires an employer to endeavor to provide a safe and healthy
17 workplace. (California Code of Regulations, title 8, section 3203). Further, Labor
18 Code section 6720 required the California Division of Occupational Safety and Health
19 (“Cal/OSHA”) to propose an indoor heat illness standard by January 1, 2019. (Labor
20 Code section 6720). Cal/OSHA’s draft standard applies its proposed regulations to
21 “all indoor work areas where the temperature equals or exceeds 82 degrees Fahrenheit
22 when employees are present.”

23 117. At times during the one (1) year prior to the filing of the initial PAGA Claim Notice,
24 Defendants subjected Plaintiff and other current and former aggrieved California-
25 based hourly non-exempt employees to excessive cold temperatures in the workplace
26 resulting in temperatures equaling or lower than sixty (60) degrees Fahrenheit.

27 118. In particular, Plaintiff alleges that Defendants’ facility where Plaintiff and other
28 current and former aggrieved California-based hourly non-exempt employees worked,
645 Laguna Road, Camarillo, California 93012., routinely experienced excessive cold
temperatures below 60 degrees Fahrenheit during the months of April through June in
addition at various points throughout the year. Further, Plaintiff alleges that

1 Defendants failed to employ any type of effective heating system at the Camarillo
2 facility. Rather, Plaintiff alleges that Defendants simply allowed Plaintiff and class
3 members wear light sweaters under their mandatory gowns rather than providing
4 Plaintiff and class members with a heated room for where they could retire for
5 warming with temperatures to a reasonable comfort.

- 6 119. For these reasons, Defendants failed to provide Plaintiff and other employees with
7 reasonable comfort by maintaining the indoor temperature within the range of industry
8 standards through Defendants' policies, practices, and/or procedures including, but not
9 limited to, failing to provide an adequate heated room in violation of Labor Code
10 section 1198 and Section 15 of the IWC Wage Orders.

11 **ELEVENTH CAUSE OF ACTION**

12 ***Retaliating Against "whistleblowing" Employees, Violation of Labor Code §§1102-***
13 ***1102.5***

14 *(By Plaintiff and on Behalf of all Similarly Situated Class Members, Against All*
15 *Defendants)*

- 16 120. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the
17 material allegations set out in the prior paragraphs of this Complaint.

- 18 121. California Labor Code section 1102.5 protects employees from retaliation for
19 disclosing information that may violate a local, state, or federal law, rule, or
20 regulation. This includes information that the employee has reason to believe discloses
21 a violation.

- 22 122. Section 1102.5(b) of the California Labor Code prohibits employers from
23 retaliating against employees who disclose information to a government or law
24 enforcement agency. This includes reports made by employees of a government
25 agency to their employer.

- 26 123. Plaintiff disclosed information to Defendants that she reasonably believed
27 constituted a violation of various state law including the Fair Labor Standards Act, as
28 stated herein.

1 124. Plaintiff also complained about Defendants' failure to pay Plaintiff for all of regular and
2 overtime hours she worked and Defendants' failure to allow her to take any rest break and full
3 meal breaks. She also complained about incurring expenses without being reimbursed for them.

4 125. Defendants retaliated against Plaintiff because they believed that she may disclose
5 information, to a government or law enforcement agency, to a person with authority over the
6 employee or another employee who has the authority to investigate, discover, or correct the
7 violation or noncompliance, or for providing information to, or testifying before, any public body
8 conducting an investigation, hearing, or inquiry.

9 126. Defendants' belief that Plaintiff would disclose such information to authorities, was a
10 substantial motivating factor in their decision to terminate her employment.

11 127. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has
12 sustained and continues to sustain substantial losses in earnings, employment benefits,
13 employment opportunities, and Plaintiff has suffered other economic losses in an amount to be
14 determined at time of trial. Plaintiff has sought to mitigate these damages.

15 128. As a further direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff
16 has suffered and continues to suffer humiliation, emotional distress, loss of reputation, and
17 mental and physical pain and anguish, all to her damage in a sum according to proof.

18 129. As a result of Defendants' deliberate, outrageous, despicable conduct, Plaintiff is entitled
19 to recover punitive and exemplary damages in an amount commensurate with Defendants'
20 wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

21 130. In addition to such other damages as may properly be recovered herein, Plaintiff is
22 entitled to a \$10,000 penalty for each violation of California Labor Code Section 1102.5,
23 pursuant to California Labor Code Section 1102.5(f), and attorneys' fees pursuant to Code of
24 Civil Procedure section 1021.5.

25 **TWELFTH CAUSE OF ACTION**

26 ***Violation of California Code of Safety and Health (CAL/OSHA) § 8397.4***

27 *(By Plaintiff and on Behalf of all Similarly Situated Class Members,*

28 *Against All Defendants)*

1 131. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the
2 material allegations set out in the prior paragraphs of this Complaint.

3 132. During the relevant period Plaintiff and Class Members were not provided
4 with clean bathrooms in violation of the California Code of Safety and Health
5 (Cal/OSHA).

6 133. California Code of Safety and Health (Cal/OSHA) § 8397.4 states:

7 (a) General requirements.

8 (1) The employer shall provide adequate and readily accessible sanitation
9 facilities.

10 (2) The employer shall establish and implement a schedule for servicing,
11 cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary,
12 and serviceable condition.

13 134. Plaintiff alleges that other current and former class members often complained
14 to Defendants' management personnel about the lack of clean portable toilets at
15 Defendants' work location. Defendants failed to take any measures to fix the problem
16 to maintain adequate and readily accessible sanitation facilities.

17 **THIRTEENTH CAUSE OF ACTION**

18 ***Failure to Provide Suitable Seating (IWC Wage Order No. 13-2001, §14; 14-2001, §13)***

19 *(By Plaintiff And On Behalf of All Similarly Situated Class Members,*

20 *Against All Defendants)*

21 135. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the
22 material allegations set out in the prior paragraphs of this Complaint.

23 IWC Wage Order No. 14-2001, §13 provides:

24 "When the nature of the work reasonably permits the use of seats, suitable seats
25 shall be provided for employees working on or at a machine."

26 136. Defendants failed to provide suitable seating by not providing any seats or stools
27 for those employees working as farm laborers. The nature of the work reasonably permits
28 the use of seats for employees who work as farm laborers regarding the performance of

1 their duties and responsibilities. To the extent that the use of seats could interfere with
2 their work duties, at all times herein it is and has been reasonable for Defendant to place
3 seats in reasonable proximity to work areas to be used by the employees when doing so
4 would not interfere with their job duties and responsibilities.

5 **FOURTEENTH CAUSE OF ACTION**

6 ***Violation of IWC Order No. 13-2001, 14-2001, Paragraph 5- Reporting Time Pay***

7 *(By Plaintiff and on Behalf of all Similarly Situated Class Members, Against All*
8 *Defendants)*

9 137. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the
10 material allegations set out in prior paragraphs of this Complaint.

11 138. IWC Wage Order No. 13-2001, 14-2001, §5 provides:

12 (A) Each workday an employee is required to report for work and does report, but
13 is not put to work or is furnished less than half said employee's usual or
14 scheduled day's work, the employee shall be paid for half the usual or scheduled
15 day's work, but in no event for less than two (2) hours nor more than four (4)
16 hours, at the employee's regular rate of pay, which shall not be less than the
17 minimum wage.

18 (B) If an employee is required to report for work a second time in any one
19 workday and is furnished less than two (2) hours of work on the second reporting,
20 said employee shall be paid for two (2) hours at the employee's regular rate of
21 pay, which shall not be less than the minimum wage.

22 (C) The foregoing reporting time pay provisions are not applicable when:

23 (1) Operations cannot commence or continue due to threats to employees
24 or property; or when recommended by civil authorities; or

25 (2) Public utilities fail to supply electricity, water, or gas, or there is a
26 failure in the public utilities, or sewer system; or

27 (3) The interruption of work is caused by an Act of God or other cause not
28 within the employer's control.

(D) This section shall not apply to an employee on paid standby status who is
called to perform assigned work at a time other than the employee's scheduled

reporting time

139. Plaintiff and other class members were not getting paid unless they showed up for work per they scheduled shifts. Nonetheless, on a rainy day, they were sent back home with no compensation. Despite Plaintiff's demand, Defendant refused to compensate him in direct violation of IWC Wage Order No. 13-2001, 14-2001, §5.

FIFTEENTH CAUSE OF ACTION

Violation of California Business & Professions Code § 17200, et seq.

*(By Plaintiff and on Behalf of all Similarly Situated Class Members,
Against All Defendants)*

140. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the material allegations set out in prior paragraphs of this Complaint.

141. California Business & Professions Code Section 17200 prohibits unfair competition in the form of any unlawful, unfair, or fraudulent business act or practice.

142. California Business & Professions Code Section 17204 allows "any person acting for the interest of itself, its members or the general public" to prosecute a civil action for violation of the UCL.

143. Beginning at an exact date unknown to Plaintiff, but at least four years prior to the filing of this action, Defendants have improperly, fraudulently, and unlawfully failed to provide Plaintiff and Class Members with meal and rest breaks, failed to provide compensation for the missed meal and rest breaks, failed to provide compensation for all hours worked and all wages earned, failed to pay compensation for all overtime hours worked, provided Plaintiff with inaccurate wage statements, failed to reimburse employees for incurred business expenses, failed to pay for sick days, failed to pay for days of rest, failed to pay COVID-19 Supplemental Sick Leave and have thereby committed unlawful, unfair, and/or fraudulent business acts and practices as defined by California Business & Professions Code Section 17200, by engaging in the following:

- i. Failing and refusing to provide meal periods and rest breaks to Plaintiff;
- ii. Failing to pay all accrued meal period and rest break compensation to Plaintiff;

- iii. Failing to reimburse all business expenses;
- iv. Failing to pay accurate final paychecks;
- v. Failing to allow sick leave and illegally requiring medical proof;
- vi. Failing to pay for days of rest;
- vii. Failing to pay for all hours worked and pay for all overtime compensation to Plaintiff and Class Members;
- viii. Failing to pay minimum wage to Plaintiff and Class Members;
- ix. Failing to maintain accurate payroll record and provide accurate itemized wage statement to Plaintiff and Class Members; and
- x. Failing to pay for COVID-19 Supplemental Sick Leave;

The violation of these laws serve as unlawful, unfair, and/or fraudulent predicate acts and practices for purposes of California Business and Professions Code Section 17200.

144. As a direct and proximate result of Defendants' unlawful, unfair, and/or fraudulent acts and practices described herein, Defendants have received and continue to hold ill-gotten gains belonging to Plaintiff. As a direct and proximate result of Defendants' unlawful business practices, Plaintiff has suffered economic injuries including, but not limited to, compensation for missed meal periods and overtime hours worked. Defendants have profited from their unlawful, unfair, and/or fraudulent acts and practices in failing to provide meal period and rest break compensation to Plaintiff, as well as compensation for overtime hours worked, minimum wage, sick day, days of rest, reimbursement of business expenses, and COVID-19 supplemental sick leave.

145. Plaintiff is entitled to restitution pursuant to California Business & Professions Code Sections 17203 and 17208 for all meal period and rest break compensation, unpaid wages, and interest since four years prior to the filing of this action.

146. Plaintiff is entitled to enforce all applicable penalty provisions of the California Labor Code pursuant to California Business & Professions Code Section 17202.

147. Plaintiff's success in this action will enforce important rights affecting the public interest. In this regard, Plaintiff, sues on behalf of himself and the general public. Plaintiff seeks and is entitled to unpaid compensation, declaratory and injunctive relief, civil penalties, and any other appropriate remedy.

- 1 148. Injunctive relief is necessary and appropriate to prevent Defendants from continuing and
2 repeating their unlawful, unfair and fraudulent business acts and practices alleged above.
- 3 149. In order to prevent Defendants from profiting and benefitting from their wrongful and
4 illegal acts and continuing those acts, an order is necessary requiring Defendants to
5 disgorge all the profits and gains they have reaped and restore such profits and gains to
6 the Plaintiff, from whom they were unlawfully taken.
- 7 150. Plaintiff has assumed the responsibility of enforcement of the laws and lawful claims
8 specified herein. There is a financial burden incurred in pursuing this action, which is in
9 the public interest. Therefore, reasonable attorneys' fees are appropriate pursuant to Cal.
10 Code of Civil Procedure Section 1021.5.
- 11 151. By all of the said foregoing alleged conduct Defendants have committed, and are
12 continuing to commit, ongoing unlawful, unfair and fraudulent business practices within
13 the meaning of Cal. Business & Professions Code Section 17200, et seq.
- 14 152. As a direct and proximate result of the unfair business practices described above, Plaintiff
15 has suffered significant losses and Defendants has been unjustly enriched.
- 16 153. Pursuant to Cal. Business & Professions Code Section 17203, Plaintiff is entitled to: (a)
17 restitution of money acquired by Defendants by means of their unfair business practices,
18 in amounts not yet ascertained but to be ascertained at trial; (b) injunctive relief against
19 Defendants' continuation of their unfair business practices, and (c) a declaration that
20 Defendants' business practices are unfair within the meaning of the statute.

21 **SIXTEENTH CAUSE OF ACTION**

22 ***Failure to Allow Inspection of Employment Records (Labor Code §§ 1198.5, 23 2810.5)***

24 *(By Plaintiff and on Behalf of all Similarly Situated Class Members,
25 Against All Defendants)*

- 26 154. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the
27 material allegations set out in previous paragraphs of this Complaint.
- 28 155. California Labor Code Section 1198.5 provides:

1 (a) Every current and former employee, or his or her representative, has the right
2 to inspect and receive a copy of the personnel records that the employer maintains
3 relating to the employee's performance or to any grievance concerning the
4 employee.

5 (b) The employer shall make the contents of those personnel records available for
6 inspection to the current or former employee, or his or her representative, at
7 reasonable intervals and at reasonable times, but not later than 30 calendar days
8 from the date the employer receives a written request, unless the current or former
9 employee, or his or her representative, and the employer agree in writing to a date
10 beyond 30 calendar days to inspect the records, and the agreed-upon date does not
11 exceed 35 calendar days from the employer's receipt of the written request to
12 inspect the records. Upon a written request from a current or former employee, or
13 his or her representative, the employer shall also provide a copy of the personnel
14 records,..... later than 30 calendar days from the date the employer receives the
15 request...

16 (k) If an employer fails to permit a current or former employee, or his or her
17 representative, to inspect or copy personnel records within the times specified I
18 this section... the current or former employee may recover a penalty of seven
19 hundred fifty dollars (\$750) from the employer.

20 (l) A current or former employee may also bring an action for injunctive relief to
21 obtain compliance with this section, and may recover costs and reasonable
22 attorney's fees in such an action.

23 156. Additionally, pursuant to Wage Orders 13-2001 and 14-2001, section 7 re:

24 Records, employers are required to keep accurate payroll records on each employee, and
25 such records must be made readily available for inspection by the employee upon
26 reasonable request. The employer must also maintain accurate production records.

27 157. Plaintiff issued a written request to Defendant for copies of her personnel records.

28 Under California Labor Code Sections 226, 432 and 1198.5, such records were to include
all records relating to Plaintiff's hours worked, wage statements and compensation.

Defendant produced insufficient and incomplete records. Plaintiff's counsel and
Defendant did not enter into an agreement to enlarge the time for Defendant's
compliance, and Defendants has failed and/or refused to permit Plaintiff copies of her
records.

1 158. As a direct result and consequence of Defendants' failure and refusal to permit
2 Plaintiff full access to her complete records, Plaintiff seeks injunctive relief in the form of
3 an order or decree mandating Defendants' compliance. Plaintiff has suffered and will
4 suffer harm as a result of Defendants' ongoing refusal to comply. Plaintiff also seeks
5 recovery of the statutory penalty of \$750 based upon Defendants' violation of § 1198.5.
6

7 **SEVENTEENTH CAUSE OF ACTION**

8 ***Violation of California's Quota Laws***

9 *(By Plaintiff and on Behalf of all Similarly Situated Class Members,*
10 *Against All Defendants)*

11 159. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the
12 material allegations set out in previous paragraphs of this Complaint.

13 160. At all relevant times, Defendants had a duty to comply with Labor Code sections
14 2100, et seq.

15 161. California's quota laws require Defendants to implement and maintain quota
16 production demands consistent and in compliance with Labor Code sections 2100 –
17 2112 which provide in relevant part that "[a]n employee shall not be required to meet a
18 quota that prevents compliance with meal or rest periods, use of bathroom facilities,
19 including reasonable travel time to and from bathroom facilities, or occupational health
20 and safety laws in the Labor Code or division standards. An employer shall not take
21 adverse employment action against an employee for failure to meet a quota that does
22 not allow a worker to comply with meal and rest periods, or occupational health and
23 safety laws in the Labor Code or division standards, or for failure to meet a quota that
24 has not been disclosed to the employee pursuant to Section 2101" and provide injunctive
relief, attorneys' fees, costs, and civil penalties.

25 162. Defendants' violations of California Labor Code sections 2100 - 2112 prevented
26 Plaintiff and Class Members from knowing, understanding, and disputing the wages
27 paid to them, prevented them from taking compliant meal and rest periods as well as
28 bathroom breaks, and exposed them to unreasonable health hazards and resulted in an

1 unjustified economic enrichment to Defendants. As a result of Defendants' knowing
2 and intentional failure to comply with California Labor Code section 2100 et. seq.,
3 Plaintiff and Class Members have suffered injury, and the exact amount of damages
4 and/or penalties is all in an amount to be shown according to proof at trial.

5 163. Plaintiff and Class Members are also entitled to injunctive relief under
6 California Labor Code section 2108, compelling Defendants to comply with California
7 Labor Code sections 2100 et seq., and seek the recovery of attorneys' fees and costs
8 incurred in obtaining this injunctive relief.

9 **EIGHTEENTH CAUSE OF ACTION**

10 ***Wrongful Termination in Violation of Public Policy***

11 *(By Plaintiff, Against All Defendants)*

12 164. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the
13 material allegations set out in previous paragraphs of this Complaint. "Public policy"
14 has been defined broadly to mean "that principle of law which holds that no citizen
15 can lawfully do that which has a tendency to be injurious to the public or against the
16 public good" [*Petermann v. International Brotherhood of Teamsters* (1959) 174 Cal.
17 App. 2d 184, 188, 344 P.2d 25]. Plaintiff was working six days a week, including
18 Saturdays and she had to work overtime. Plaintiff became alarmed that the amount of
19 compensation reflected on her paychecks did not add up to the number of hours she
20 had worked. Plaintiff complained to supervisor "Jose" about dollar amount
21 discrepancy on more than one occasion; however, supervisor "Jose" did not take any
22 steps to resolve the problem, and instead discharged her. An employer discharging an
23 employee's employment based on the employee's demands that she be paid accurate
24 wages and overtime is a violation of Public Policy.

25 165. Plaintiff believes and contends that another reason Defendants terminated her
26 employment was due to her complaints about Defendant's failure to maintain
27 temperatures providing reasonable comfort, in Violation of CA Labor Code § 6401.
28

1 166. Plaintiff did complain about working without being able to receive all her
2 wages, overtime payment, and not being provided time off to take all the statutory
3 breaks.

4 167. Therefore, Plaintiff alleges that Defendants have terminated her employment
5 in violation of Public Policy. Plaintiff alleges that as a direct and proximate result of
6 Defendants' wrongful conduct (Plaintiff' employment being terminated on the above-
7 described basis); Plaintiff has now sustained monetary damages and severe emotional
8 distress in an amount to be proven at trial.

9 168. Plaintiff is informed and believes and thereon alleges that each of the
10 oppressive and malicious acts committed by Defendants, as herein above alleged,
11 were committed and/or ratified by Defendants and their directors, officers, managing
12 employees, and therefore, Plaintiff is entitled to an award of punitive damages against
13 Defendants and each of them.

14 **NINETEENTH CAUSE OF ACTION**

15 ***Civil Penalties Pursuant to Labor Code § 2699***

16 ***(PAGA penalties)***

17 *(By Plaintiff and on Behalf of all Similarly Situated Aggrieved Employees, Against All*
18 *Defendants)*

19 169. Plaintiff incorporates by reference and re-alleges, as if fully stated herein, the
20 material allegations set out in previous paragraphs of this Complaint.

21 170. Labor Code sections 2699, subdivisions (a) and (g) authorize an employee, on
22 behalf of oneself and all other current or former employees, to bring a civil action to
23 recover civil penalties against all Defendants pursuant to the procedures specified in
24 Labor Code

25 171. Plaintiff on behalf of the people of the State of California and as "Aggrieved
26 Employees" acting as a private attorney under the California Labor Code Private
27 Attorneys General Act of 2004, §2698, *et seq.*, brings this action, on a representative
28 basis. All current and former employees of Defendant within one year of serving notice
on the LWDA to the present are Aggrieved Employees.

1 172. Defendant failed to comply with Labor Code requirements due to erroneous,
2 willful and intentional employment practices and policies. Plaintiff brings this
3 representative action on behalf of herself, all other similarly situated aggrieved
4 employees, and the State of California, based upon the claims articulated below.
5 Plaintiff provided notice of the claims pursuant to § 2698 *et. seq.*, to the Labor and
6 Workforce and Development Agency (“LWDA”) as illustrated by the attached Exhibit,
7 the content of which is expressly incorporated herein. The LWDA has not provided any
8 notice to Plaintiff following the exhaustion of the 65-day notice period required by
9 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil penalties
under the Private Attorneys General Act (“PAGA”), *Labor Code* §2698 *et seq.*

10 173. As a result of the actions alleged herein, Plaintiff seeks penalties under Labor
11 Code sections 2698 and 2699 because of Defendants’ violation of Labor Code sections
12 98.6, 201-204, 206, 210, 216, 218.5, 221, 225.5, 223, 226, 226(a), 226(b), 226.2, 226.3,
13 226.7, 226.8, 227.3, 233, 234, 246, 248.1, 248.2, 248.6, 256, 351, 510-512, 551-553,
14 558, 558.1, 1174, 1174.5, 1193.6, 1194-1197.5, 1198-1199.5 and 2698-2699, 2699.5,
2802, 2810.5 and applicable IWC, which call for civil penalties.

15 174. Plaintiff and Aggrieved Employees request penalties pursuant to Labor Code § 2699:

16 A. As applicable, for civil penalties under Labor Code § 2699(f), for all violations
17 of the Labor Code except for those for which a civil penalty is specifically
18 provided, in the amount of one hundred dollars (\$100.00) for each aggrieved
19 employee per pay period for the initial violation; and two hundred dollars
20 (\$200.00) for each aggrieved employee per pay period for each subsequent
21 violation;

22 B. As applicable, civil penalties under Labor Code § 558 (in addition to and
23 entirely independent and apart from any other penalty provided in the Labor
24 Code), for violations of Labor Code sections 218, 246, 246.5, 248.1, 248.2,
25 248.5, 248.6, 510, 1194, and 1197, in the amount of \$50.00 for each underpaid
26 aggrieved employee for each pay period the aggrieved employee was underpaid
27 in addition to an amount sufficient to recover underpaid wages, and \$100.00
28 for each subsequent violation for each underpaid employee for each pay period

1 for which the employee was underpaid in addition to an amount sufficient to
2 recover underpaid wages;

3 C. As applicable, for civil penalties under Labor Code section 1197.1 (in addition
4 to and entirely independent and apart from any other penalty provided in the
5 Labor Code), for violations of Labor Code sections 1194 and 1197, in the
6 amount of \$100.00 for each underpaid aggrieved employee for each pay period
7 the aggrieved employee was intentionally underpaid in addition to an amount
8 sufficient to recover underpaid wages, and \$250.00 for each subsequent
9 violation for each underpaid aggrieved employee regardless of whether the
10 initial violation was intentionally committed in addition to an amount sufficient
11 to recover underpaid wages;

12 D. As applicable, for civil penalties under Labor Code § 210 (in addition to and
13 entirely independent and apart from any other penalty provided in the Labor
14 Code), for each employee who is/was not paid wages in accordance with Labor
15 Code §§ 201.3, 204, 204b, 204.1, 204.2, 205, 205.5 and 1197.5) in the amount
16 of a civil penalty of \$100.00 for each aggrieved employee per pay period for
17 each initial violation, and \$200.00 for each aggrieved employee per pay period
18 for each subsequent violation;

19 E. As applicable, for civil penalties under Labor Code § 226.3 (in addition to and
20 entirely independent and apart from any other penalty provided in the Labor
21 Code), for each violation of Labor Code § 226(a), in the amount of \$250.00 for
22 each aggrieved employee per pay period for each violation and \$1,000.00 for
23 each aggrieved employee per pay period for each subsequent violation; and

24 F. As applicable, for any and all additional civil penalties and sums as provided by
25 the Labor Code and/or other relevant statutes.

26 175. In addition, Plaintiff seeks seventy-five percent (75%) of all penalties obtained
27 under Labor Code section 2699 to be allocated to the LWDA, for education of
28 employers and employees about their rights and responsibilities under the Labor Code,
and twenty-five percent (25%) to Plaintiff and all other similarly situated aggrieved
employees.

1 176. Further, Plaintiff is entitled to recover reasonable attorneys' fees and costs
2 pursuant to Labor Code section 2699(g)(1) and any other applicable statute.

3 177. Labor Code section 2699.3 provides: "The aggrieved employee or
4 representative shall give written notice by certified mail to the Labor and Workforce
5 Development Agency and the employer of the specific provisions of this code alleged
6 to have been violated, including the facts and theories to support the alleged violation."

7 178. Plaintiff complied with Labor Code section 2699.3. Written notice was served
8 on Defendants in accordance with the provision of Section 2699.3, on September 5,
9 2023. To date, the California Labor and Workforce Development Agency has not
10 provided Plaintiff with a notice of intent to investigate these violations, and more than
11 65 days have since passed from the postmark date of the notice provided by Plaintiff.
12 Attached to this Complaint as **Exhibit "A"**, is a copy of the proof of mailing. Moreover,
13 Defendants have failed to provide Plaintiff with notice that it has cured the violations,
14 will cure the violations now, or will cure the violations in the future. Consequently,
15 pursuant to Labor Code section 2699.3(a)(2)(A), Plaintiff may proceed and file a
16 complaint for penalties pursuant to Labor Code section 2699.

17 **REQUEST FOR JURY TRIAL**

18 Plaintiff and Class Members demand a trial by jury of all issues in this action
19 triable by a jury, including but not limited to issues of liability and damages, except
20 for the UCL claims which are subject to a bench trial.

21 **PRAYER FOR RELIEF**

22 **WHEREFORE**, Plaintiff, on behalf of herself and the proposed Class, prays for judgment and
23 the following specific relief against Defendant as follows:

- 24 1. That the Court certify the proposed Class and Subclasses, and any other class or subclasses
25 as appropriate under California Code of Civil Procedure § 382;
- 26 2. That Plaintiff be appointed as the Class Representative;
- 27 3. That The Law Offices of Farrah Mirabel be appointed as Class Counsel;
- 28 4. Unpaid wages and compensation, and statutory penalties, according to proof;

5. For compensatory damages in the amount of Plaintiff and Class Members' expenses for business purposes and/or reimbursement of monies incurred while performing Defendant's business-related duties plus interests, costs and attorneys' fees pursuant to Cal. Code Civ. Proc. §2802(c);
6. Preliminary and permanent injunctions enjoining and restraining Defendants from continuing the unfair and unlawful business practices set forth above, and requiring the establishment of appropriate and effective policies, procedures, and practices in place to prevent future violations, including the maintenance of records that comply with California Labor Code § 226 and the applicable Wage Order(s);
7. Declaratory relief;
8. Liquidated damages pursuant California Labor Code §1194.2, for Defendants' violations of the minimum wage provisions of California Labor Code section 1197, according to proof;
9. Reasonable attorneys' fees and costs pursuant to, *inter alia*, California Labor Code §§ 218.5, 226, 1194, 1198.5 and 2802, and California Code of Procedure § 1021.5;
10. Interest accrued on damages and penalties, including pre-judgment interest, pursuant to, *inter alia*, California Labor Code §§ 218.6, 1194, 1197, and any other applicable statute;
11. For injunctive relief requiring Defendant to comply with Labor Code 1198.5(b)(1);
12. Civil damages and penalties pursuant to any and all applicable law;
13. Unpaid wages and compensation, and statutory penalties, according to proof;
14. Penalties pursuant to California Labor Code § 1198.5(k);
15. Exemplary and punitive damages;
16. For such other and further relief as the court deems just and proper.

DATED: May 16, 2024

LAW OFFICES OF FARRAH MIRABEL

BY: /s/ Farrah Mirabel

Farrah Mirabel, Esq.

ATTORNEYS FOR PLAINTIFF

ALMA ZARAVIA GARCIA, as an

individual and On behalf of all others similarly situated

EXHIBIT “A”

Law Offices of
Farrak Mirabel
Fmesg@mirabel.com
1070 Stradella Rd.
Los Angeles, California 90077
Tel (714) 972-0707 Fax (949) 417-1796

September 5, 2023

via Certified mail

Attn. PAGA Administrator
California Labor and Workforce Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612
(510) 286-1362

Mr. Frank De La Garza Jr.
Labor Force Management, Inc.
28806 Ave 15
Madera, CA 93638

Glass House Camarillo Cultivation
Mr. KYLE KAZAN
3645 LONG BEACH BLVD
LONG BEACH, CA 90807

In Re Alma Zaravia Garcia v. Labor Force Management, Glass House Camarillo Cultivation

Dear PAGA Administrator:

Our firm represents the interests of Alma Zaravia Garcia (Plaintiff), former employee of Labor Force Management, Inc. and Glass House Camarillo Cultivation (referred to as the "Defendants"). Plaintiff was employed by Defendant for the period of April 2023-June 2023 as a laborer, for \$16/hour.

The purpose of this notice is to comply with the statutory exhaustion requirements of Labor Code section 2699.3 prior to commencing an action pursuant to Labor Code section 2699, *et seq.* We request that your agency investigate the claims in this letter and the labor code and wage order violations as listed below.

This notice is submitted, at a foundation level, on behalf of the Plaintiff and all other Defendants' aggrieved employees, both current and former, impacted by the alleged Labor Code violations including, *inter alia*, Labor Code sections:

1. Violation of Labor Code § 226.7(a) (Missed Rest Breaks);
2. Violation of Labor Code §226.7, 512, and 1198 (Missed/Interrupted Meal Breaks);
3. Violation of Labor Code §§1194, 1197 1182.12 and 1194.2 (Failure to Pay Minimum Wages);
4. Violation of Labor Code §510 and 1194, 1198 (Failure to Pay All Overtime Worked)
5. Violation of Labor Code § 204 (Failure to Pay All Wages Earned)
6. Violation of Labor Code §§246(a), 246.5, 248.5 (Failure to Pay for Sick Days)
7. Violation of Labor Code §1102.5 (Retaliation for complaining about wages)
8. Violation of Labor Code §227.3 (Failure to pay vacation time)
9. Violation of Labor Code § 1174, 1198.5 and 226, (Failure to Keep Records, Improper Wage Statements)
10. Violation of Labor Code § 201-203 (Failure to Pay Wages Upon Separation)
11. Violation of Labor Code §2802 (Failure To Reimburse Required Business Expenses);
12. Civil Penalties Pursuant to Labor Code §§2699, 2799 (PAGA penalties)

During the relevant timeframe, Defendants employed Plaintiff as non-exempt hourly employee in 2023. Plaintiff last pay rate was \$32 per hour. She was working in a field, cleaning and trimming cannabis plants.

Upon information and belief, Plaintiff and the other aggrieved employees were not reimbursed for necessary business expenses incurred. For example, at times Plaintiff had to drive her car to carry out her duties for Defendants' business, but Defendants never reimbursed her for the cost of using her car. She had to use her own personal cell phone to do her job.

Upon information and belief, other aggrieved employees were not timely paid their final wages.

Occasionally, her superior Margarita asked Plaintiff to work during her meal periods, so she could take a 30 minute uninterrupted meal break.

Plaintiff and the other aggrieved employees were not paid for several of their sick days. She was also required to provide a doctor's note in order to be paid for her sick days.

During the relevant timeframe, Plaintiff and the other aggrieved employees worked shifts of over five hours, and at times, were not given a thirty-minute, uninterrupted meal break for each such shift. For example, at times, Plaintiff worked more than 10 hours a day but was not allowed to take a second meal break. Plaintiff worked during the meal periods

either under the direction and supervision of Defendants, or with Defendants' knowledge and consent.

Defendants failed to compensate Plaintiff and the other aggrieved employees at the required rate for each occasion in which Defendants failed to provide rest breaks and meal breaks. As such, Defendants failed to pay for all the hours worked and all wages earned by Plaintiff and the other aggrieved employees.

Defendants failed to maintain accurate payroll records, such that Plaintiff and the other aggrieved employees were given wage statements which were inaccurate.

Defendants did not issue an accurate final paycheck to Plaintiff and the other aggrieved employees in accordance with the timeframes prescribed by law. For example, Plaintiff's accurate vacation pay was not included.

Plaintiff claims on her own behalf and also on behalf of all past and present employees that they worked in excess of 8 hours work shift and 40 hours per week and did not receive compensation for all the hours worked and were not paid accurate overtime.

Plaintiff and the other aggrieved employees were hired to work shifts of over four hours, and were not allowed to take a ten-minute, uninterrupted rest break for each such shift. Plaintiff and the other aggrieved employees worked during the rest periods either under the direction and supervision of Defendants, or with Defendants' knowledge and consent. Plaintiff was a witness that other employees were not able to take their rest breaks either.

Furthermore, Defendants created schedules that made it difficult or impossible for Plaintiff and other employees to take their rest breaks.

Plaintiff and other employees received wages and wage statements which did not account for all the hours worked and did not account for the premiums due to employees for the missed rest and meal breaks, nor accounted for overtime pay for hours employees worked in excess of 8 hours per work shift and beyond 40 hours per week. Therefore, Defendants failed to maintain accurate payroll records, such that employees were given wage statements that did not accurately reflect their accurate hours worked and did not reflect the required and due compensation for all the hours worked and breaks missed and/or interrupted.

Defendants failed to compensate Plaintiff and the other aggrieved employees at the required rate for each occasion in which Defendants failed to provide rest breaks. Also at times Plaintiff and the other aggrieved employees had to work more than 10 hours a day but did not get a second meal break. As such, Defendants failed to pay for all the hours worked and all wages earned by Plaintiff.

Therefore, Plaintiff claims that Defendants did not provide her and all other past and present employees with uninterrupted rest breaks and/or meal breaks. Defendants is

understaffed and cannot possibly provide its employees including Plaintiff with their statutory breaks. Furthermore, Plaintiff claims that the past and present employees did not receive an hour of premium pay, for each missed break, for all days they did not receive a proper rest break and/or meal break. As a result, Defendants failed to pay its employees for all wages earned.

None of the wage stubs of Plaintiff indicates the actual hours she worked. Defendants were issuing her a wage stub, which was inaccurate. Plaintiff claims that because Defendants did not properly compensate their employees for all the hours worked, did not pay for an hour of pay, for each missed break, for all days they did not receive a proper rest break or meal break, and failed to pay them overtime for all hours worked in excess of 8 hours per day and 40 hours per week, the employees' wage statements did not accurately reflect all the hours worked and the wages earned. As such, Plaintiff claims that Defendants provided all its past and present employees with improper wage statements.

Moreover, Defendants failed to compensate Plaintiff and all past and present employees, at the required rate for each occasion in which Defendants failed to provide rest breaks and meal periods.

As such, Defendants failed to pay for all the hours worked and all wages earned by Plaintiff. During Plaintiff's employment, Defendants failed to pay Plaintiff and the other aggrieved employees all overtime wages at the legal rates of pay for all overtime hours worked and also given the number of the hours Plaintiff was working, his pay rate fell below minimum wage.

Moreover, Defendants terminated Plaintiff for complaining about not being paid for her overtime hours. Defendants did not give her an accurate final paycheck. Defendants failed to timely pay accurate paychecks upon the separation of the employees. Therefore, Plaintiff also claims a violation of Labor Code section 201-203 on behalf of all employees who stopped working for the Defendants.

Plaintiff claims that Defendants' conduct, as stated herein, including not paying its employees all wages owed, including wages for all hours worked, overtime, missed meal and rest breaks, and not providing its employees with accurate wage statements, not paying timely paycheck upon the separation of the employee, has been unfair, unlawful, and harmful to all its past and present employees, including Plaintiff, and to the general public. As such, this letter is written to comply with the notice and reporting requirements of Labor Code section 2699.3.

Plaintiff can be contacted through his attorney of record:

Farrah Mirabel, Esq.
LAW OFFICES OF FARRAH MIRABEL
1070 Stradella Rd.
Los Angeles, California 90077

Law Offices of Farrah Mirabel

Plaintiff and the other aggrieved employees are also be entitled to penalties pursuant to Labor Code section 2699, et seq.

Therefore, on behalf of all past and present aggrieved employees, Plaintiff seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the LWDA, for violation of the following Labor Code sections: 98.6, 201-205, 206.5, 210, 216, 218.5, 221, 225.5, 223, 226.2, 226.3, 226.7, 226.8, 227.3, 233, 234, 246, 246.5, 248.5, 510-512, 551-552, 558, 558.1, 1102.5, 1174, 1174.5, 1182.12, 1193.6, 1194-1197.1, 1194.2 1198-1199.5 and 2698-2699, 2699.5, 2799 and 2802.

CONCLUSION

Therefore, pursuant to Labor Code § 2699.3, we write to inform you and the Labor and Workforce Development Agency, with whom this PAGA Notice has been filed, of our intent to pursue a PAGA representative action against Defendant seeking, *inter alia*, PAGA penalties under Labor Code § 2699, to be brought by the Plaintiff on behalf of the Aggrieved Employees, as defined above.

Nevertheless, it is the policy of this firm to attempt to negotiate an early resolution of all matters where possible and beneficial to the putative class and the aggrieved employees. If Defendant is interested in attempting to resolve this matter, please contact us by September 28, 2023.

Very truly yours,
LAW OFFICES OF FARRAH MIRABEL

/s/ Farrah Mirabel

Farrah Mirabel, Esq.

SENDER: COMPLETE THIS SECTION

- 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:

Glass House Camarillo Culture
Mr. Kyle Kazan
3645 Long Beach Blvd.
Long Beach, CA 90807



9590 9402 8372 3156 3535 23

2. Article Number (Transfer from service label)

9589 0710 5270 0101 9428 24

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Cymanié

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Cyana Stephens

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

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☐ Adult Signature Restricted Delivery

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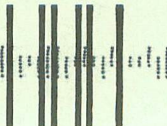
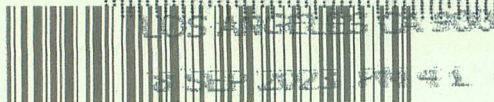
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Law offices of Farrah Mirabel
1070 Stradella Rd.
Los Angeles, CA 90077

In Re Almazaviva Garcia v. Labor
Force Management, Glass House
Camarillo, CA