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8 **SUPERIOR COURT OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

10
11 BEATRIZ HERNANDEZ, an individual, on
behalf of herself, other aggrieved employees, and
12 the State of California,

13 Plaintiff,

14 vs.

15 GLASS HOUSE CAMARILLO
16 CULTIVATION, LLC; GLASS HOUSE
BRANDS INC.; MISSION HEALTH
17 ASSOCIATES, INC.; GH CAMARILLO LLC;
AG PERSONNEL MANAGEMENT, INC.; and
18 DOES 1 through 50, inclusive,

19 Defendants.
20 ,

Case No. **24STCV16911**

Assigned for All Purposes to:

**REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF THE
PRIVATE ATTORNEYS GENERAL ACT
OF 2004 (CAL. LAB. CODE §§ 2698, ET
SEQ.)**

1 Plaintiff BEATRIZ HERNANDEZ (“Plaintiff”), individually and on behalf of other Aggrieved
2 Employees and the State of California, hereby brings this Complaint (“Complaint”) pursuant to the
3 Private Attorneys General Act of 2004 (“PAGA”), California Labor Code Sections 2698, *et seq.*,
4 against Defendants GLASS HOUSE CAMARILLO CULTIVATION, LLC; GLASS HOUSE
5 BRANDS INC.; MISSION HEALTH ASSOCIATES, INC.; GH CAMARILLO LLC; AG
6 PERSONNEL MANAGEMENT, INC.; and DOES 1 through 50, inclusive (collectively
7 “Defendants”), and alleges as follows:

8 **INTRODUCTION**

9 1. This representative PAGA action, pursuant to Labor Code Sections 2698, *et seq.*, is
10 brought by Plaintiff on behalf of all current and former non-exempt employees of Defendants
11 employed in California during the PAGA Period (collectively the “Aggrieved Employees”). The term
12 PAGA Period is defined as one (1) year prior to the submission of Plaintiff’s notice of Labor Code
13 violations to the Labor and Workforce Development Agency and certified mail to Defendants until
14 resolution.

15 2. Defendants Glass House Camarillo Cultivation, LLC, Glass House Brands Inc.,
16 Mission Health Associates, Inc., and GH Camarillo LLC (collectively, “Glass House”) own and
17 operate cannabis farms in California.

18 3. Defendant AG Personnel Management, Inc. owns and operates a staffing company in
19 California.

20 4. Plaintiff and Aggrieved Employees were employed by Defendants, and performed
21 work for Defendants at the Glass House defendants’ worksites throughout California.

22 5. Through this action, Plaintiff is alleging that Defendants have engaged in a systematic
23 pattern of wage and hour violations under the California Labor Code (“Labor Code”).

24 6. Plaintiff is informed and believes, and thereon alleges, that during the PAGA Period,
25 Defendants had a consistent policy of violating state wage and hour laws by, among other things:

- 26 (a) failing to pay all wages (including sick pay, and minimum, regular, and overtime
27 wages);
- 28 (b) imposing unlawful quotas;

- (c) failing to provide lawful meal periods or compensation in lieu thereof;
- (d) failing to authorize or permit rest breaks or provide compensation in lieu thereof;
- (e) failing to provide recovery periods or provide compensation in lieu thereof;
- (f) failing to provide suitable seating;
- (g) failing to provide accurate itemized wage statements;
- (h) failing to reimburse business expenses;
- (i) failing to maintain accurate records of hours worked; and
- (j) failing to pay all wages due upon separation of employment.

7. Plaintiff's representative PAGA action is brought under, *inter alia*, the California Industrial Welfare Commission ("IWC") Wage Orders and applicable provisions of the California Code of Regulations, California Code of Civil Procedure Section 1021.5, and California Labor Code Sections 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 246, 246.5, 248.5, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2100-2112, 2699.3, 2699.5, 2698 *et seq.*, 2800, 2802, and 2810.3 in addition to the California Code of Regulations title 8, Section 3395(d), the applicable IWC Wage Orders, and/or the California Occupational Safety and Health Act of 1973 ("OSHA").

8. Plaintiff brings this representative action seeking monetary relief against Defendants on behalf of herself and other Aggrieved Employees to recover, among other things, penalties, attorneys' fees, and costs pursuant to Labor Code Sections 2698, *et seq.*

JURISDICTION AND VENUE

9. This Court has jurisdiction over all causes of action asserted herein pursuant to the California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction in all cases except those given to other trial courts. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law. Further, this is a representative PAGA action and the monetary damages, restitution, penalties, and other amounts sought by Plaintiff exceeds the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial.

10. This Court has jurisdiction over all Defendants because each Defendant is a citizen of California, a corporation or association organized under the laws of the State of California, an

1 association authorized to do business in California and registered with the California Secretary of
2 State, does sufficient business in California, has sufficient minimum contacts with California, and/or
3 intentionally avails itself of the laws and markets of California through the promotion, sale, marketing
4 and distribution of its products and/or services in California to render the exercise of jurisdiction by
5 the California courts permissible. In addition, PAGA penalties cannot be aggregated to meet the
6 jurisdictional threshold for diversity jurisdiction in federal court.

7 11. Venue in Los Angeles County is proper under California Business & Professions Code
8 Section 17203 and California Code of Civil Procedure Section 395.5 because a substantial part of
9 Defendants' unlawful conduct, acts, and omissions alleged herein occurred in this County, Defendants
10 had and have ongoing projects in this County, Defendants conduct substantial business in this County,
11 Defendants' liability arose in this County, and/or Defendants reside, transact business, maintain
12 offices, and/or have an agent or agents in this county. The relief requested is within the jurisdiction
13 of this Court.

14 **PARTIES**

15 12. Plaintiff is a California citizen and resides in Los Angeles County, California.
16 Defendants employed Plaintiff as a non-exempt hourly employee during the PAGA Period and
17 Plaintiff's employment with Defendants ended within one (1) year of the filing of this action.
18 Plaintiff's job duties included, but were not limited to, trimming, cleaning, and pruning cannabis
19 plants.

20 13. Plaintiff is informed, believes and thereon alleges that, at all relevant times Defendant
21 Glass House Camarillo Cultivation, LLC ("GHCC") owns and operates greenhouse cannabis farms
22 that contain nurseries for its cannabis plants and processes cannabis for consumption in California.
23 GHCC was and is a California limited liability company. GHCC was a "client employer" within the
24 meaning of Labor Code Section 2810.3. Plaintiff is informed, believes and thereon alleges that GHCC
25 operates in California with its principal place of business located at 3645 Long Beach Boulevard, Long
26 Beach, California 90807. Plaintiff is further informed, believes and thereon alleges that, at all relevant
27 times, GHCC regularly conducted and conducts business within the State of California and derives
28 substantial revenues from services performed in California. Plaintiff is informed, believes and thereon

1 alleges that, at all relevant times, GHCC was and is an employer subject to California state wage and
2 hour laws. Kyle Kazan and Graham Farrar and Members and/or Managers of GHCC and Mr. Kazan
3 is also the Agent for service of process for GHCC.

4 14. Plaintiff is informed, believes and thereon alleges that, at all relevant times Defendant
5 Glass House Brands Inc. (“GHB”) owns and operates greenhouse cannabis farms and touts itself as
6 the largest cannabis flower brand in California. GHB was and is a Canadian corporation that sells
7 cannabis products to California consumers. GHB was a “client employer” within the meaning of Labor
8 Code Section 2810.3. Plaintiff is informed, believes and thereon alleges that GHB operates in
9 California with its principal place of business located at 3645 Long Beach Boulevard, Long Beach,
10 California 90807. Plaintiff is further informed, believes and thereon alleges that, at all relevant times,
11 GHB regularly conducted and conducts business within the State of California and derives substantial
12 revenues from services performed in California. Plaintiff is informed, believes and thereon alleges
13 that, at all relevant times, GHB was and is an employer subject to California state wage and hour laws.
14 Kyle Kazan is the Chief Executive Officer and Agent for service of process for GHB.

15 15. Plaintiff is informed, believes and thereon alleges that, at all relevant times Defendant
16 Mission Health Associates, Inc. (“MHA”) owns and operates greenhouse cannabis farms in California.
17 MHA was and is a California corporation. MHA was a “client employer” within the meaning of Labor
18 Code Section 2810.3. Plaintiff is informed, believes and thereon alleges that MHA operates in
19 California with its principal place of business located at 3645 Long Beach Boulevard, Long Beach,
20 California 90807. Plaintiff is further informed, believes and thereon alleges that, at all relevant times,
21 MHA regularly conducted and conducts business within the State of California and derives substantial
22 revenues from services performed in California. Plaintiff is informed, believes and thereon alleges
23 that, at all relevant times, MHA was and is an employer subject to California state wage and hour laws.
24 Kyle Kazan is the Chief Executive Officer, Director, and Agent for service of process for MHA and
25 Graham Farrar is the Secretary and Chief Financial Officer for MHA.

26 16. Plaintiff is informed, believes and thereon alleges that, at all relevant times Defendant
27 GH Camarillo LLC (“GHC”) owns and operates greenhouse cannabis farms in California. GHC was
28 and is a Delaware limited liability company. GHC was a “client employer” within the meaning of

1 Labor Code Section 2810.3. Plaintiff is informed, believes and thereon alleges that GHC operates in
2 California with its principal place of business located at 3645 Long Beach Boulevard, Long Beach,
3 California 90807. Plaintiff is further informed, believes and thereon alleges that, at all relevant times,
4 GHC regularly conducted and conducts business within the State of California and derives substantial
5 revenues from services performed in California. Plaintiff is informed, believes and thereon alleges
6 that, at all relevant times, GHC was and is an employer subject to California state wage and hour laws.
7 Kyle Kazan is the Agent for service of process for GHC.

8 17. Plaintiff is informed, believes and thereon alleges that the Glass House defendants own
9 and operate a greenhouse cannabis farm located at 645 Laguna Road, Camarillo, California 93012.
10 Plaintiff is further informed, believes, and thereon alleges that the Glass House defendants employ
11 100 or more non-exempt employees at a single warehouse manufacturing and/or distribution center,
12 and/or 1,000 or more non-exempt employees at multiple warehouse manufacturing and/or distribution
13 centers during the PAGA Period. Plaintiff is further informed, believes and thereon alleges that, at all
14 relevant times that the Glass House defendants operated a single enterprise and demonstrated a unity
15 of interest and ownership.

16 18. Plaintiff is informed, believes and thereon alleges that, at all relevant times Defendant
17 AG Personnel Management, Inc. ("AG") owns and operates a staffing company in California. AG was
18 and is a California corporation. Plaintiff is informed, believes and thereon alleges that AG supplied
19 the Glass House defendants with workers to perform labor within the Glass House defendants' usual
20 course of business. AG was a "labor contractor" within the meaning of Labor Code Section 2810.3.
21 Plaintiff is further informed, believes and thereon alleges that, at all relevant times, AG regularly
22 conducted and conducts business within the State of California and derives substantial revenues from
23 services performed in California. Plaintiff is informed, believes and thereon alleges that, at all relevant
24 times, AG was and is an employer subject to California state wage and hour laws. At all relevant times,
25 AG issued wage statements to Plaintiff Hernandez.

26 19. Defendants continue to employ non-exempt employees within California.

27 20. Plaintiff is unaware of the true names and capacities of those Defendants identified as
28 DOES 1 through 50. Therefore, Plaintiff identifies those Defendants fictitiously. Plaintiff is informed,

1 believes and thereon alleges that at all relevant times each DOE Defendant was a parent, sister, or
2 related corporate entity of Defendants, or an owner, employee or agent of Defendants, and each related
3 entity, and was acting with the knowledge and authorization of each of the other Defendants. Plaintiff
4 will seek to amend this FAC to allege the true names and capacities of each DOE Defendant when
5 their names have been ascertained and identified. Plaintiff is informed, believes and thereon alleges
6 that each of the Defendants sued as DOES 1 through 50 participated in, received the benefit of, or was
7 in some way responsible for one or more of the wrongful acts and omissions and some portion of the
8 damages alleged herein.

9 21. Plaintiff is informed, believes and thereon alleges that at all times material hereto, each
10 Defendant acted in all respects pertinent to this action as the agent of the other Defendant, carried out
11 a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant
12 are legally attributable to the other Defendant. Furthermore, Defendants in all respects acted as the
13 employer and/or joint employer of Plaintiff and the Aggrieved Employees.

14 22. Plaintiff is informed, believes and thereon alleges that Defendants, each and all of them,
15 at all times material hereto, were the joint employers, parent companies, successor companies,
16 predecessors in interest, affiliates, agents, employees, servants, joint venturers, directors, fiduciaries,
17 representatives, and/or co-conspirators of each of the remaining Defendants. Defendants, unless
18 otherwise alleged, at all times material hereto, performed all acts and omissions alleged herein within
19 the course and scope of said relationship(s), and are a proximate cause of Plaintiff's damages as herein
20 alleged.

21 23. Plaintiff is informed, believes and thereon alleges, that there exists a unity of interest
22 in ownership between Defendants and DOES 1 through 50, inclusive, such that any individuality and
23 separateness between the individual and the corporation does not exist, as Defendants, and DOES 1
24 through 50, inclusive, are alter egos, in that: (1) Defendants are and at all times mentioned herein were
25 mere shells, instrumentalities and conduits through which DOES 1 through 50, inclusive, carried out
26 their business in the business name, exercising complete control and dominance over such business;
27 (2) that Defendants were conceived, intended and used by DOES 1 through 50, inclusive, as devices
28 to avoid individual liability and in place of Defendants, and DOES 1 through 50, inclusive, and were

1 without the financial solvency and responsibility required by law; and (3) that all of the assets of the
2 Defendants have been transferred to DOES 1 through 50, inclusive, or some other individual or entity
3 which he or she owns or controls, with the intent to hinder, delay or defraud creditors of Defendants,
4 leaving Defendants with no assets. Further, Plaintiff is informed, believes and thereon alleges, that
5 there exists a principal-agency relationship between and among Defendants.

6 24. At all relevant times herein, Defendants were agents of each other and acting within
7 the course and scope of their agency.

8 **GENERAL ALLEGATIONS**

9 25. At all relevant times herein, Defendants employed Plaintiff and other persons as non-
10 exempt employees.

11 26. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
12 Defendants employ 100 or more non-exempt employees at a single warehouse, distribution, and/or
13 manufacturing center and/or 1,000 or more non-exempt employees at multiple warehouse,
14 distribution, and/or manufacturing centers.

15 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
16 have known they imposed systematic quota and production demands on Plaintiff and Aggrieved
17 Employees which violated the rights of employees pursuant to Labor Code sections 2100 *et. seq.*
18 Defendants had a duty to ensure its production demands did not interfere with Plaintiff and Aggrieved
19 Employees right to lawful meal periods, rest periods, bathroom breaks, and/or exposed them to safety
20 hazards. Defendants willfully, knowingly, and intentionally failed to establish quotas that did not harm
21 Plaintiff and Aggrieved Employees all in order to increase Defendants' profits without concern for
22 employee safety or compliance with the Labor Code and IWC Wage Orders.

23 28. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned
24 herein, Defendants were advised by skilled lawyers, employees and other professionals who were
25 knowledgeable about California wage and hour law, employment and personnel practices, and the
26 requirements of California.

27 29. Through this action, Plaintiff alleges Defendants have consistently maintained and
28 enforced against Plaintiff and Aggrieved Employees unlawful employment practices and policies

1 which violate the California Labor Code and IWC Wage Orders.

2 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
3 have known they had a duty to compensate Plaintiff and Aggrieved Employees, and Defendants had
4 the financial ability to pay such compensation but willfully, knowingly and intentionally failed to do
5 so all in order to increase Defendants' profits.

6 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
7 have known that Plaintiff and Aggrieved Employees were entitled to receive at least minimum wages,
8 wages at their regular rate of pay, and overtime wages, and that they were not receiving minimum,
9 regular, and overtime wages for all work that was required to be performed. Plaintiff is informed and
10 believes, and thereon alleges, that Plaintiff and Aggrieved Employees regularly worked in excess of
11 eight (8) hours in a workday and/or over 40 hours per workweek. Specifically, in violation of the Labor
12 Code and IWC Wage Orders, Defendants failed to provide all required sick pay to Aggrieved
13 Employees. In addition, Defendants' policy and practice required Plaintiff and Aggrieved Employees
14 to enter the worksite and immediately don their lab coats, among other things, in a designated area
15 before clocking in for work and doff their lab coats after clocking out for their shifts. Defendants did
16 not compensate Plaintiff and Aggrieved Employees for donning and doffing time. Moreover,
17 Defendants failed to provide all earned commissions to Plaintiff and Aggrieved Employees.
18 Defendants also failed to include all remunerations such as non-discretionary commissions, bonuses,
19 split shift premiums, shift differentials, and/or other incentive pay when calculating Plaintiff's and
20 Aggrieved Employees' regular rate of pay for purposes of paying overtime, double time, meal and rest
21 period premiums, and sick pay. Further, Defendants prohibited Plaintiff and Aggrieved Employees
22 from clocking in for their shifts until five (5) minutes before their scheduled shifts and thus failed to
23 compensate the time spent under Defendants' control that preceded the five (5) minutes before
24 Plaintiff's and Aggrieved Employees' scheduled start time. Defendants also required Plaintiff and
25 Aggrieved Employees to wait in long lines of up to 40 plus Aggrieved Employees to clock in for their
26 shifts without compensation. Defendants further failed to compensate Plaintiff and Aggrieved
27 Employees for off-the-clock work such as answering work related questions (e.g., scheduling) on their
28 personal phones outside of their shifts. As such, Defendants failed to pay Plaintiff and other Aggrieved

1 Employees minimum, regular, and overtime wages for all hours worked in violation of the Labor Code
2 and IWC Wage Orders.

3 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
4 have known that Plaintiff and Aggrieved Employees were entitled to receive a timely, off-duty,
5 uninterrupted 30-minute meal period for every five (5) hours of work, or payment of one (1) additional
6 hour of pay at their regular rate of pay when they did not receive a compliant meal period. In violation
7 of the Labor Code and IWC Wage Orders, Plaintiff and Aggrieved Employees had their meal periods
8 missed, late, interrupted, rounded, shortened, automatically deducted, on-duty, and/or restricted to the
9 worksite due to Defendants' excessive quotas (e.g., required to clean four [4] pounds of cannabis per
10 day), work demands, understaffing, policies, and practices. Specifically, due to Defendants' excessive
11 quotas, Plaintiff's and Aggrieved Employees' meal periods were taken after the fifth hour of work.
12 Further, Plaintiff's and Aggrieved Employees' meal periods were cut short because they had to return
13 early to walk to the timekeeping machine and wait in long lines for several minutes to clock back in
14 within 30 minutes for their meal periods. In addition, Defendants failed to provide second meal periods
15 when Aggrieved Employees worked in excess of 10 hours in a workday. Defendants failed to
16 compensate Plaintiff and other Aggrieved Employees with an additional hour of pay at their regular
17 rate for every day in which they suffered a meal period violation. As such, Defendants failed to
18 provide Plaintiff and other Aggrieved Employees all required meal periods or premium pay, in
19 violation of the Labor Code and IWC Wage Orders.

20 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
21 have known that Plaintiff and Aggrieved Employees were entitled to receive a 10-minute, off-duty,
22 uninterrupted rest period for every four (4) hours worked, or major fraction thereof, or payment of one
23 (1) additional hour of pay at their regular rate of pay when they were not permitted to take a compliant
24 rest period. In violation of the Labor Code and IWC Wage Orders, Defendants failed to provide
25 compliant rest breaks to Plaintiff and Aggrieved Employees due to its excessive quotas, work
26 demands, understaffing, policies, and practices as mentioned above. As such, Plaintiff and Aggrieved
27 Employees regularly had their rest breaks missed, shortened, late, on-duty, restricted to the worksite,
28 and/or interrupted. In addition, Defendants failed to provide third rest breaks when Plaintiff and

1 Aggrieved Employees worked in excess of 10 hours in a workday. Further, Defendants failed to
2 provide rest breaks during the middle of each work period. Further, Defendants failed to compensate
3 Plaintiff and other Aggrieved Employees with an additional hour of pay at their regular rate for every
4 day in which they suffered a rest period violation. As such, Defendants failed to provide Plaintiff and
5 other Aggrieved Employees all required rest periods or premium pay, in violation of the Labor Code
6 and IWC Wage Orders.

7 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
8 have known that Plaintiff and Aggrieved Employees were entitled to recovery periods or payment of
9 one (1) additional hour of pay at their regular rate of pay when they were not permitted to take a
10 compliant rest period. In violation of the Labor Code and IWC Wage Orders, Defendants failed to
11 authorize or permit Plaintiff and Aggrieved Employees from taking recovery periods. Specifically,
12 Plaintiff and Aggrieved Employees were required to work during hot days, including during summer,
13 without access to shade or recovery periods to cool down and prevent heat illness. Defendants also
14 failed to provide Plaintiff and Aggrieved Employees with access to suitable seating in violation of
15 Labor Code sections 226.7, 1198, California Code of Regulations title 8, Section 3395(d), the
16 applicable IWC Wage Orders, and/or OSHA.

17 35. Plaintiff is informed, believes, and thereon alleges that during the PAGA Period,
18 Defendants failed to reimburse Plaintiff and Aggrieved Employees for all necessary business expenses
19 incurred for Defendants' benefit. For example, Defendants required Plaintiff and other Aggrieved
20 Employees to use their personal phones for work related tasks without reimbursing them for a
21 reasonable portion of their cell phone bills. Accordingly, Defendants violated the Labor Code and
22 applicable IWC Wage Orders.

23 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
24 have known that Plaintiff and Aggrieved Employees who separated from their employment with
25 Defendants during the statutory period were entitled to timely payment of all wages due. In violation
26 of the Labor Code and IWC Wage Orders, Plaintiff and Aggrieved Employees did not receive payment
27 of all wages owed upon separation within the permissible time period due to, inter alia, Defendants'
28 failure to pay all wages including sick pay, minimum, straight time, and overtime wages,

1 reimbursements, and failure to pay meal, rest, and recovery period premiums to Aggrieved Employees.

2 37. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should
3 have known that Plaintiff and Aggrieved Employees were entitled to receive complete and accurate
4 wage statements. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Aggrieved
5 Employees were not furnished with complete and accurate wage statements that show all of the
6 information required by Labor Code Section 226, including, but not limited to, the gross and net wages
7 earned, the total hours worked, all applicable hourly rates in effect during the pay period, and the
8 corresponding number of hours worked at each hourly rate.

9 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
10 have known that Defendants were required to keep accurate records of the hours worked by Plaintiff
11 and Aggrieved Employees. In violation of the California Labor Code, Defendants failed to maintain
12 accurate records of hours worked by Plaintiff and Aggrieved Employees due to the unlawful practices
13 mentioned above.

14 39. Plaintiff is informed, believes, and thereon alleges that Defendants' actions as
15 described throughout this FAC were willful.

16 **FIRST CAUSE OF ACTION**

17 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

18 **(CAL. LAB. CODE §§ 2698, *ET SEQ.*)**

19 **(Against All Defendants)**

20 40. Plaintiff incorporates by reference all previous paragraphs of this FAC as though fully
21 set forth herein.

22 41. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a
23 civil penalty to be assessed and collected by the LWDA or any of its departments, divisions,
24 commissions, boards, agencies or employees for violation of the code may, as an alternative, can be
25 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and
26 other current or former employees pursuant to the procedures specified in Labor Code Section 2699.3.

27 42. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under
28 PAGA only after giving the LWDA and the employer notice of the Labor Code Sections alleged to

1 have been violated, and after receiving notice from the LWDA of its intention not to investigate or
2 after 65 days have passed without notice from the LWDA.

3 43. On February 23, 2024, Plaintiff gave written notice of the specified provisions alleged
4 to have been violated, including the facts and theories to support the alleged violations, as required by
5 Labor Code Sections 2699.3 and 2810.3. This written notice was provided via certified mail to
6 Defendants and to the LWDA by electronically filing the notice via the Department of Industrial
7 Relations' website. More than 65 days have passed since Plaintiff submitted her PAGA notice to the
8 LWDA without notice from the LWDA. Accordingly, Plaintiff has exhausted the procedural
9 requirements under Labor Code Sections 2699.3 and 2810.3 as to Defendants and is therefore able to
10 pursue a claim for penalties on behalf of herself and all other Aggrieved Employees under PAGA.

11 44. For all provisions of the Labor Code except those for which a civil penalty is
12 specifically provided, Labor Code Section 2699(f) imposes upon Defendants a penalty of one hundred
13 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred
14 dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which
15 Defendants violated these provisions of the Labor Code.

16 45. Pursuant to Labor Code Sections 2699.3 and 2699.5, Plaintiff may seek civil penalties
17 for any alleged violation of the following provisions: subdivision (k) of Section 96, Sections
18 98.6, 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 20
19 6, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224,
20 paragraphs (1) to (5), inclusive, (7), and (9) of subdivision (a) of Section 226, Sections
21 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section
22 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section
23 404, Sections 432.2, 432.5, 432.7, 435, 450, 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750,
24 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101,
25 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1194, 1197, 1197.1,
26 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1,
27 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1,
28 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7,

1 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and
2 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of
3 Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and 2810, subdivision (b) of Section 2929,
4 and Sections 3073.6, 6310, 6311, and 6399.7.

5 46. Labor Code Section 558(a) provides “[a]ny employer or other person acting on behalf
6 of an employer who violates, or causes to be violated, a section of this chapter or any provision
7 regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject
8 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
9 employee for each pay period for which the employee was underpaid . . . (2) For each subsequent
10 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the
11 employee was underpaid.”

12 47. Labor Code section 1197.1 provides “[a]ny employer or other person acting either
13 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
14 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
15 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is
16 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period
17 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific
18 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which
19 the employee is underpaid regardless of whether the initial violation is intentionally committed.

20 48. Labor Code Section 226.3 provides: “[a]ny employer who violates subdivision (a) of
21 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
22 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
23 violation in a subsequent citation, for which the employer fails to provide the employee a wage
24 deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil
25 penalties provided for in this section are in addition to any other penalty provided by law.”

26 49. Labor Code Section 1174.5 provides a \$500 penalty for an employer’s failure to
27 maintain accurate and complete payroll records showing the hours worked daily by and the wages paid
28 to employees.

1 50. Defendants' conduct with respect to Plaintiff and the other Aggrieved Employees
2 violates numerous Labor Code Sections including, but not limited to, the following:

- 3 (a) Violation of Labor Code sections 201-204, 206, 210, 246, 246.5, 248.5, 256, 510, 558,
4 1194, 1197, 1197.1, and 1198 for failure to timely pay all earned wages (including sick
5 pay, minimum, regular, and overtime wages) owed to Plaintiff and other Aggrieved
6 Employees during employment and upon separation of employment as herein alleged;
7 (b) Violation of Labor Code sections 226.7, 512, and 2100-2112 for failure to provide meal
8 periods to Plaintiff and other Aggrieved Employees and failure to pay premium wages
9 for missed meal periods as herein alleged;
10 (c) Violation of Labor Code sections 226.7 and 2100-2112 for failure to permit rest breaks
11 to Plaintiff and other Aggrieved Employees and failure to pay premium wages for
12 missed rest periods as herein alleged;
13 (d) Violation of Labor Code sections 226 and 226.3 for failure to provide accurate itemized
14 wage statements to Plaintiff and other Aggrieved Employees as herein alleged;
15 (e) Violation of Labor Code sections 1174 and 1174.5 for failure to maintain accurate
16 records regarding the employment of Plaintiff and other Aggrieved Employees as
17 herein alleged; and
18 (f) Violation of Labor Code section 2800 and 2802 for failure to reimburse Plaintiff and
19 other Aggrieved Employees for business expenses.

20 51. As set forth above, Defendants have violated numerous provisions of the Labor Code
21 regulating hours and days of work as well as the IWC Wage Orders.

22 52. Plaintiff is an "aggrieved employee" because she was employed by the alleged violators
23 and had one or more of the alleged violations committed against her, and therefore is properly suited
24 to represent the interests of all other Aggrieved Employees.

25 53. Pursuant to Labor Code Sections 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to
26 recover civil penalties, in addition to other remedies, for violations of the Labor Code Sections cited
27 above.

28 54. For bringing this action, Plaintiff is also entitled to attorney's fees and costs incurred

1 herein.

2 **PRAYER FOR RELIEF**

3 **WHEREFORE**, Plaintiff, on behalf of herself, the Aggrieved Employees, and the State of
4 California, prays for judgment and the following specific relief against Defendants, jointly and
5 severally, as follows:

6 1. For PAGA civil penalties against Defendants on behalf of all Aggrieved Employees
7 pursuant to, *inter alia*, Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2698, *et seq.*;

8 2. For reasonable attorneys' fees and costs of suit to the extent permitted by law, including
9 pursuant to California Labor Code Sections 2699(g), 2802(c) and California Code of Civil Procedure
10 Section 1021.5; and

11 3. For such other relief as the Court deems just and proper.
12

13 Dated: July 8, 2024

TORUS LLP

14
15 By:  _____

David Alami

Daniel J. Hyun

Attorneys for Plaintiff BEATRIZ HERNANDEZ
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