

1 Daniel J. Hyun (State Bar No. 309184)
2 daniel@torusllp.com

3 David Alami (State Bar No. 314628)
4 david@torusllp.com

5 **TORUS LLP**
6 1440 N. Harbor Blvd., Ste. 900
7 Fullerton, California 92835
8 Telephone: (949) 590-4122
9 Facsimile: (949) 528-2596

10 Attorneys for Plaintiff Gerardo Melendez

Electronically FILED by
Superior Court of California,
County of Los Angeles
12/19/2023 9:30 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Covarrubias, Deputy Clerk

11 **SUPERIOR COURT OF CALIFORNIA**

12 **COUNTY OF LOS ANGELES**

13 GERARDO MELENDEZ, an individual, on
14 behalf of himself and others similarly situated,

15 Plaintiff,

16 vs.

17 GLASS HOUSE CAMARILLO
18 CULTIVATION, LLC; GLASS HOUSE
19 BRANDS INC.; MISSION HEALTH
20 ASSOCIATES, INC.; GH CAMARILLO LLC;
21 HOUWELING'S CAMARILLO, INC; LABOR
22 FORCE MANAGEMENT, INC.; and DOES 1
23 through 50, inclusive,

24 Defendants.

Case No. **23STCV31068**

CLASS ACTION COMPLAINT

1. Failure to Pay All Wages;
2. Failure to Provide Meal Periods or Compensation;
3. Failure to Permit Rest Periods or Provide Compensation;
4. Failure to Provide Recovery Periods or Provide Compensation;
5. Failure to Provide Accurate Itemized Wage Statements;
6. Waiting Time Penalties;
7. Failure to Reimburse Business Expenses;
8. Violation of California's Quota Laws; and
9. Violation of the Unfair Competition Law

DEMAND FOR JURY TRIAL

1 Plaintiff GERARDO MELENDEZ (“Plaintiff”), individually, and on behalf of all others
2 similarly situated, brings this Class Action Complaint (“Complaint”) against Defendants GLASS
3 HOUSE CAMARILLO CULTIVATION, LLC, GLASS HOUSE BRANDS INC., MISSION
4 HEALTH ASSOCIATES, INC., GH CAMARILLO LLC, HOUWELING’S CAMARILLO, INC,
5 LABOR FORCE MANAGEMENT, INC., and DOES 1 through 50, inclusive (collectively,
6 “Defendants”), and alleges as follows:

7 **INTRODUCTION**

8 1. Plaintiff brings this putative class action pursuant to Code of Civil Procedure Section
9 382 against Defendants, on behalf of himself individually and a putative class of California citizens
10 who are and were employed by Defendants as non-exempt employees throughout California during
11 the Class Period (collectively the “Class” or “Class Members”). The term Class Period is defined as
12 four (4) years prior to the filing of this action to the date of class certification, inclusive of any period
13 of time in which the applicable statutes of limitation were tolled between April 6, 2020 and October
14 1, 2020, pursuant to the California Rules of Court, Appendix I, Emergency Rule 9.

15 2. Defendants GLASS HOUSE CAMARILLO CULTIVATION, LLC, GLASS HOUSE
16 BRANDS INC., MISSION HEALTH ASSOCIATES, INC., and GH CAMARILLO LLC
17 (collectively, “Glass House”) own and operate cannabis farms in California.

18 3. Defendant HOUWELING’S CAMARILLO, INC owns and operates greenhouse
19 tomato and cucumber farms in California.

20 4. Defendant LABOR FORCE MANAGEMENT, INC. owns and operates a staffing
21 company in California.

22 5. Plaintiff alleges that Defendants have engaged in a systematic pattern of wage and hour
23 violations under the California Labor Code, the Industrial Welfare Commission (“IWC”) Wage
24 Orders, and California Business and Professions Code that have damaged Plaintiff and Class
25 Members, and contribute to Defendants’ deliberate unfair competition.

26 6. Plaintiff is informed and believes, and thereon alleges, that Defendants have violated
27 and continue to violate state wage and hour laws by, among other things:

28 (a) failing to pay all wages (including sick pay, and minimum, regular, and overtime

wages);

(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) failure to provide recovery periods or provide compensation in lieu thereof;

(f) failure to provide suitable seating;

(g) failing to provide accurate itemized wage statements;

(h) failure to reimburse business expenses; and

(i) failing to pay all wages due upon separation of employment.

7. Plaintiff seeks monetary relief against Defendants on behalf of himself and the putative class to recover, among other things, unpaid wages, liquidated damages, restitution, interest, attorneys' fees, costs, and penalties pursuant to Labor Code Sections 201-204, 206, 218.6, 226, 226.7, 246, 246.5, 248.5, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2100-2112, 2800, 2802, 2810.3, California Code of Civil Procedure Section 1021.5, California Code of Regulations title 8, Section 3395(d), the applicable IWC Wage Orders, and/or California Occupational Safety and Health Act of 1973 ("OSHA").

JURISDICTION AND VENUE

8. This is a class action pursuant to California Code of Civil Procedure Section 382. 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.

9. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction in all causes, except those given by statutes to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

10. This Court has jurisdiction over all Defendants because, upon information and belief, they have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts

1 consistent with traditional notions of fair play and substantial justice.

2 11. Venue is proper in this Court under Code of Civil Procedure Sections 395(a) and 395.5
3 because, upon information and belief, Defendants reside, transact business, maintain offices, and/or
4 have an agent or agents in this county, and the acts and omissions alleged herein took place in this
5 county.

6 **PARTIES**

7 12. Plaintiff is a California citizen and a resident of Los Angeles County. Defendants
8 employed Plaintiff as a non-exempt employee during the Class Period. During his employment with
9 Defendants, Plaintiff's job duties consisted of, *inter alia*, trimming, cleaning, and pruning cannabis
10 plants. Plaintiff's employment with Defendants ended within one (1) year of the filing of this action.

11 13. Plaintiff is informed, believes and thereon alleges that, at all relevant times Defendant
12 Glass House Camarillo Cultivation, LLC ("GHCC") owns and operates greenhouse cannabis farms
13 that contain nurseries for its cannabis plants and processes cannabis for consumption in California.
14 GHCC was and is a California limited liability company. GHCC was a "client employer" within the
15 meaning of Labor Code Section 2810.3. Plaintiff is informed, believes and thereon alleges that GHCC
16 operates in California with its principal place of business located at 3645 Long Beach Boulevard, Long
17 Beach, California 90807. Plaintiff is further informed, believes and thereon alleges that, at all relevant
18 times, GHCC regularly conducted and conducts business within the State of California and derives
19 substantial revenues from services performed in California. Plaintiff is informed, believes and thereon
20 alleges that, at all relevant times, GHCC was and is an employer subject to California state wage and
21 hour laws. Kyle Kazan and Graham Farrar and Members and/or Managers of GHCC and Mr. Kazan
22 is also the Agent for service of process for GHCC.

23 14. Plaintiff is informed, believes and thereon alleges that, at all relevant times Defendant
24 Glass House Brands Inc. ("GHB") owns and operates greenhouse cannabis farms and touts itself as
25 the largest cannabis flower brand in California. GHB was and is a Canadian corporation that sells
26 cannabis products to California consumers. GHB was a "client employer" within the meaning of Labor
27 Code Section 2810.3. Plaintiff is informed, believes and thereon alleges that GHB operates in
28 California with its principal place of business located at 3645 Long Beach Boulevard, Long Beach,

1 California 90807. Plaintiff is further informed, believes and thereon alleges that, at all relevant times,
2 GHB regularly conducted and conducts business within the State of California and derives substantial
3 revenues from services performed in California. Plaintiff is informed, believes and thereon alleges
4 that, at all relevant times, GHB was and is an employer subject to California state wage and hour laws.
5 Kyle Kazan is the Chief Executive Officer and Agent for service of process for GHB.

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

17 16. Plaintiff is informed, believes and thereon alleges that, at all relevant times Defendant
18 GH Camarillo LLC (“GHC”) owns and operates greenhouse cannabis farms in California. GHC was
19 and is a Delaware limited liability company. GHC was a “client employer” within the meaning of
20 Labor Code Section 2810.3. Plaintiff is informed, believes and thereon alleges that GHC operates in
21 California with its principal place of business located at 3645 Long Beach Boulevard, Long Beach,
22 California 90807. Plaintiff is further informed, believes and thereon alleges that, at all relevant times,
23 GHC regularly conducted and conducts business within the State of California and derives substantial
24 revenues from services performed in California. Plaintiff is informed, believes and thereon alleges
25 that, at all relevant times, GHC was and is an employer subject to California state wage and hour laws.
26 Kyle Kazan is the Agent for service of process for GHC.

27 17. Plaintiff is informed, believes and thereon alleges that the Glass House defendants own
28 and operate a greenhouse cannabis farm located at 645 Laguna Road, Camarillo, California 93012.

1 18. Plaintiff is informed, believes and thereon alleges that, at all relevant times Defendant
2 Houweling's Camarillo, Inc ("HC") owns and operates greenhouse tomato and cucumber farms in
3 California. HC was and is a Delaware corporation. HC was a "client employer" within the meaning of
4 Labor Code Section 2810.3. Plaintiff is informed, believes and thereon alleges that HC operates in
5 California with its principal place of business located at 645 West Laguna Road, Camarillo, California
6 93012. Plaintiff is further informed, believes and thereon alleges that, at all relevant times, HC
7 regularly conducted and conducts business within the State of California and derives substantial
8 revenues from services performed in California. Plaintiff is informed, believes and thereon alleges
9 that, at all relevant times, HC was and is an employer subject to California state wage and hour laws.
10 Defendants hired Plaintiff to perform work for HC and had him perform work for the Glass House
11 defendants. At all relevant times, Plaintiff performed work at Defendants' worksite located at 645
12 Laguna Road, Camarillo, California 93012.

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

23 20. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter
24 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers,
25 whose employees were and are engaged throughout this county and the State of California.

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

27 22. Defendant DOES 1 through 50, are sued under fictitious names pursuant to Code of
28 Civil Procedure Section 474 because Plaintiff does not know their true names or capacities. Plaintiff

1 will seek leave of court to amend this Complaint and serve such fictitiously named Defendants when
2 their names and capacities are ascertained.

3 23. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 50 are or
4 were the partners, agents, owners, shareholders, managers, or employees of Defendants at all relevant
5 times.

6 24. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in all
7 respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business
8 plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable
9 to the other Defendants.

10 25. Plaintiff is informed and believes, and thereon alleges, that each Defendant directly or
11 indirectly, through agents or other persons or entities, employed or otherwise exercised control over
12 the wages, hours, and working conditions of Plaintiff. Furthermore, each Defendant in all respects
13 acted as the employer and/or joint employer of Plaintiff and the Class Members.

14 26. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
15 omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through
16 50, acting as the agent, alter ego, agent, servant, joint venturer, co-conspirator, and/or partner for the
17 other, within a common enterprise and legal authority to act on the other's behalf. The acts of any and
18 all Defendants were in accordance with, and represent, the official policy of Defendants.

19 27. At all relevant times, Defendants, and each of them, acted within the scope of such
20 agency or employment, or ratified each and every act or omission complained of herein. At all relevant
21 times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other
22 Defendants in proximately causing the damages herein alleged.

23 28. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
24 in some manner intentionally, negligently, and/or otherwise responsible for the acts, omissions,
25 occurrences, and transactions alleged herein.

26 **CLASS ALLEGATIONS**

27 29. Plaintiff brings this class action pursuant to Code of Civil Procedure Section 382 on
28 behalf of himself and all others similarly situated who were injured by Defendants' violations of the

1 Labor Code, Business and Professions Code Sections 17200, *et seq.*, and IWC Wage Orders during
2 the Class Period.

3 30. Plaintiff's proposed Class consists of and is defined as follows:

4 Class

5 All California citizens currently or formerly employed by Defendants as non-exempt
6 employees throughout the state of California within four (4) years prior to the
7 commencement of this action to the date of class certification, and inclusive of any
8 period of time in which the applicable statute of limitations were tolled between April
9 6, 2020 and October 1, 2020, pursuant to the California Rules of Court, Appendix I,
10 Emergency Rule 9.

11 31. Plaintiff also seeks to certify the following Subclass:

12 Waiting Time Subclass

13 All Class Members who separated from their employment with Defendants at any time
14 within three (3) years prior to the filing of this action to the date of class certification
15 ("Subclass" or "Waiting Time Subclass"), and inclusive of any period of time in which
16 the applicable statute of limitations were tolled between April 6, 2020 and October 1,
17 2020, pursuant to the California Rules of Court, Appendix I, Emergency Rule 9.

18 32. Members of the Class and Subclass described above will be collectively referred to as
19 "Class Members."

20 33. Plaintiff reserves the right to modify or re-define the Class or Subclass, establish
21 additional subclasses, or modify or re-define any class or subclass definition as appropriate based on
22 investigation, discovery, and specific theories of liability.

23 34. There is a well-defined community of interest in this litigation and the proposed Class
24 and Subclass are readily ascertainable.

25 35. **Commonality:** This action has been brought and may properly be maintained as a class
26 action under the California Code of Civil Procedure Section 382 because there are common questions
27 of law and fact as to the Class Members that predominate over any questions affecting only individual
28 members including, but not limited to, the following:

- 1 (a) Whether Defendants paid Plaintiff and Class Members all wages (including sick pay
2 and minimum, regular, and overtime wages) for all hours worked;
- 3 (b) Whether Defendants required Plaintiff and Class Members to work off-the-clock
4 without compensation;
- 5 (c) Whether Defendants' policies and practices violated California's quota laws by
6 enacting quotas or production demands in violation of the Labor Code and IWC Wage
7 Orders;
- 8 (d) Whether Defendants provided Plaintiff and Class Members with compliant meal
9 periods or paid compensation in lieu thereof;
- 10 (e) Whether Defendants authorized and permitted compliant rest breaks to Plaintiff and
11 Class Members or paid compensation in lieu thereof;
- 12 (f) Whether Defendants authorized and permitted compliant recovery periods to Plaintiff
13 and Class Members or paid compensation in lieu thereof;
- 14 (g) Whether Defendants provided Plaintiff and Class Members with suitable seating;
- 15 (h) Whether Defendants failed to provide Plaintiff and Class Members with accurate
16 itemized wage statements;
- 17 (i) Whether Defendants failed to timely pay Class Members all wages due immediately
18 upon termination or within 72 hours of resignation;
- 19 (j) Whether Defendants failed to reimburse business expenses;
- 20 (k) Whether Defendants' conduct was willful or reckless; and
- 21 (l) Whether Defendants engaged in unfair business practices in violation of Business and
22 Professions Code Sections 17200, *et seq.*

23 36. There is a well-defined community of interest. Further, Plaintiff and Class Members
24 have suffered common injuries as a result of Defendants' systemic employment policies and practices.
25 Looking to Defendants' employment policies and practices, the Court can adjudicate the lawfulness
26 of those policies and practices on a class-wide basis, according to proof, and issue an award to Plaintiff
27 and Class Members accordingly. In addition, answers to common questions raised in this Complaint
28 will advance resolution of each individual Class Member's claims.

1 37. **Numerosity:** The Class Members are so numerous that joinder of all members is
2 impractical. Although the members of the entire Class and Subclass are unknown to Plaintiff at this
3 time, on information and belief, the class is estimated to be greater than 100 individuals.

4 38. **Ascertainability:** The identities of the Class Members are readily ascertainable by
5 inspection of Defendants' employment and payroll records.

6 39. **Typicality:** The claims (or defenses, if any) of Plaintiff are typical of the claims of the
7 Class Members because Defendants' failure to comply with the provisions of California's wage and
8 hour laws entitled each Class Member to similar pay, benefits, and other relief. The injuries sustained
9 by Plaintiff are also typical of the injuries sustained by Class Members because they arise out of and
10 are caused by Defendants' common course of conduct as alleged herein.

11 40. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests of all
12 Class Members because it is in Plaintiff's best interest to prosecute the claims alleged herein to obtain
13 full compensation and penalties due to Plaintiff and the Class Members. Plaintiff's attorneys, as
14 proposed class counsel, are competent and experienced in litigating large employment class actions
15 and versed in the rules governing class action discovery, certification, and settlement. Plaintiff has
16 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and costs
17 that have been and will be necessarily expended for the prosecution of this action for the substantial
18 benefit of the Class Members.

19 41. **Superiority:** The nature of this action makes use of class action adjudication superior
20 to other methods. A class action will achieve economies of time, effort, and expense as compared with
21 separate lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in
22 the same manner for the entire Class and Subclass at the same time. If appropriate, this Court can, and
23 is empowered to, fashion methods to efficiently manage this case as a class action.

24 42. **Public Policy Considerations:** Employers in the State of California violate
25 employment and labor laws every day. Current employees are often afraid to assert their rights out of
26 fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they
27 believe their former employers might damage their future endeavors through negative references
28 and/or other means. Class actions provide class members who are not named in the complaint with a

1 type of anonymity that allows for the vindication of their rights while affording them privacy
2 protections.

3 **GENERAL ALLEGATIONS**

4 43. At all relevant times mentioned herein, Defendants employed Plaintiff and other
5 persons as non-exempt employees at Defendants' locations within California. Defendants employed
6 Plaintiff in a non-exempt position during his employment and continue to employ other non-exempt
7 employees within California.

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

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

20 46. Plaintiff is informed and believes, and thereon alleges, that at all times herein
21 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who were
22 knowledgeable about California's wage and hour laws, employment and personnel practices, and the
23 requirements of California law.

24 47. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
25 have known they had a duty to compensate Plaintiff and Class Members, and Defendants had the
26 financial ability to pay such compensation but willfully, knowingly and intentionally failed to do so
27 all in order to increase Defendants' profits.

28 48. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should

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

24 49. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
25 have known that Plaintiff and Class Members were entitled to receive a timely, off-duty, uninterrupted
26 30-minute meal period for every five (5) hours of work, or payment of one (1) additional hour of pay
27 at their regular rate of pay when they did not receive a compliant meal period. In violation of the
28 Labor Code and IWC Wage Orders, Plaintiff and Class Members had their meal periods missed, late,

1 interrupted, rounded, shortened, automatically deducted, on-duty, and/or restricted to the worksite due
2 to Defendants' excessive quotas (e.g., required to clean four [4] pounds of cannabis per day), work
3 demands, understaffing, policies, and practices. Specifically, due to Defendants' excessive quotas,
4 Plaintiff's and Class Members' meal periods were taken after the fifth hour of work. Further, Plaintiff's
5 and Class Members' meal periods were cut short because they had to return early to walk to the
6 timekeeping machine and wait in long lines for several minutes to clock back in within 30 minutes for
7 their meal periods. In addition, Defendants failed to provide second meal periods when Class Members
8 worked in excess of 10 hours in a workday. Defendants failed to compensate Plaintiff and other Class
9 Members with an additional hour of pay at their regular rate for every day in which they suffered a
10 meal period violation. As such, Defendants failed to provide Plaintiff and other Class Members all
11 required meal periods or premium pay, in violation of the Labor Code and IWC Wage Orders.

12 50. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
13 have known that Plaintiff and Class Members were entitled to receive a 10-minute, off-duty,
14 uninterrupted rest period for every four (4) hours worked, or major fraction thereof, or payment of one
15 (1) additional hour of pay at their regular rate of pay when they were not permitted to take a compliant
16 rest period. In violation of the Labor Code and IWC Wage Orders, Defendants failed to provide
17 compliant rest breaks to Plaintiff and Class Members due to its excessive quotas, work demands,
18 understaffing, policies, and practices as mentioned above. As such, Plaintiff and Class Members
19 regularly had their rest breaks missed, shortened, late, on-duty, restricted to the worksite, and/or
20 interrupted. In addition, Defendants failed to provide third rest breaks when Plaintiff and Class
21 Members worked in excess of 10 hours in a workday. Further, Defendants failed to provide rest breaks
22 during the middle of each work period. Further, Defendants failed to compensate Plaintiff and other
23 Class Members with an additional hour of pay at their regular rate for every day in which they suffered
24 a rest period violation. As such, Defendants failed to provide Plaintiff and other Class Members all
25 required rest periods or premium pay, in violation of the Labor Code and IWC Wage Orders.

26 51. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
27 have known that Plaintiff and Class Members were entitled to recovery periods or payment of one (1)
28 additional hour of pay at their regular rate of pay when they were not permitted to take a compliant

1 rest period. In violation of the Labor Code and IWC Wage Orders, Defendants failed to authorize or
2 permit Plaintiff and Class Members from taking recovery periods. Specifically, Plaintiff and Class
3 Members were required to work during hot days, including during summer, without access to shade
4 or recovery periods to cool down and prevent heat illness. Defendants also failed to provide Plaintiff
5 and Class Members with access to suitable seating in violation of Labor Code sections 226.7, 1198,
6 California Code of Regulations title 8, Section 3395(d), the applicable IWC Wage Orders, and/or
7 OSHA.

8 52. Plaintiff is informed, believes, and thereon alleges that during the Class Period,
9 Defendants failed to reimburse Plaintiff and Class Members for all necessary business expenses
10 incurred for Defendants' benefit. For example, Defendants required Plaintiff and other Class Members
11 to use their personal phones for work related tasks without reimbursing them for a reasonable portion
12 of their cell phone bills. Accordingly, Defendants violated the Labor Code and applicable IWC Wage
13 Orders.

14 53. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
15 have known that Plaintiff and Waiting Time Subclass Members who separated from their employment
16 with Defendants during the statutory period were entitled to timely payment of all wages due. In
17 violation of the Labor Code and IWC Wage Orders, Plaintiff and Waiting Time Class Members did
18 not receive payment of all wages owed upon separation within the permissible time period due to,
19 *inter alia*, Defendants' failure to pay all wages including sick pay, minimum, straight time, and
20 overtime wages, reimbursements, and failure to pay meal, rest, and recovery period premiums to Class
21 Members.

22 54. Plaintiff is informed and believes, and thereon alleges that Defendants knew or should
23 have known that Plaintiff and Class Members were entitled to receive complete and accurate wage
24 statements. In violation of the Labor Code and IWC Wage Orders, Plaintiff and Class Members were
25 not furnished with complete and accurate wage statements that show all of the information required
26 by Labor Code Section 226, including, but not limited to, the gross and net wages earned, the total
27 hours worked, all applicable hourly rates in effect during the pay period, and the corresponding number
28 of hours worked at each hourly rate.

FIRST CAUSE OF ACTION
FAILURE TO PAY ALL WAGES
(AGAINST ALL DEFENDANTS)

55. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

56. At all times herein relevant, Defendants had a duty to comply with Labor Code Sections 204, 206, 246, 246.5, 248.5, 510, 1182.12, 1194, 1194.2, 1197, 1198, the applicable IWC Wage Orders, and all applicable local minimum wage ordinances in effect throughout California.

57. Labor Code Section 204 and the IWC Wage Orders require timely payment of all wages owed on regularly scheduled paydays at least twice during each calendar month, on days designated in advance by the employer as the regular paydays. All wages earned in excess of the normal work period must be paid no later than the payday for the next regular payroll period.

58. Labor Code Section 206 provides that in case of a dispute over wages, the employer shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to the employee all remedies he/she is otherwise entitled to as to any balance claimed.

59. The IWC Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an employer and includes all time the employee is suffered or permitted to work, whether or not required to do so."

60. Labor Code Sections 246, 246.5, and 248.5 provide for minimum requirements and protections with respect to sick days.

61. Labor Code Section 510 and the IWC Wage Orders require that employers pay employees for all overtime hours at a rate of one and one-half times the employee's regular rate of pay for hours worked in excess of eight (8) hours in one (1) workday, 40 hours in one (1) workweek, and after the first eight hours on the seventh consecutive workday in one (1) workweek. Labor Code Section 510 and the IWC Wage Orders further require that employers pay employees double their regular rate of pay for hours work in excess of 12 hours in a workday and after eight hours on the seventh consecutive workday in one (1) workweek. Labor Code Section 510 requires payment of overtime wages at one and one half times the "regular rate of pay," which includes all forms of

1 remuneration earned by the employee.

2 62. Labor Code Section 1182.12 sets forth the minimum hourly wage that must be paid to
3 all employees in California for all hours worked. Local minimum wage ordinances, may provide for
4 higher minimum wage rates that must be paid to employees for all hours worked in those locales where
5 each local ordinance is in effect. Labor Code Section 1197 affirms that it is unlawful to pay less than
6 the state or local minimum wage, whichever is higher, for any hour of work.

7 63. Labor Code Section 1194 requires that employers pay employees at least the legal
8 minimum wage rate for all hours worked, notwithstanding any agreement to work for a lesser wage.
9 Labor Code Section 1194 further authorizes any employee receiving less than the legal minimum wage
10 applicable to the employee to recover in a civil action the unpaid balance of the full amount of wages,
11 along with interest thereon, reasonable attorneys' fees and costs of suit.

12 64. Labor Code Section 1194.2 authorizes the recovery of liquidated damages in an amount
13 equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

14 65. Labor Code Section 1198 prohibits employers from employing for longer hours or less
15 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
16 the Labor Commissioner.

17 66. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
18 all wages due at the proper rate of pay, including sick pay, donning and doffing time, and off-the-clock
19 work, among other things.

20 67. In violation of California law, Defendants have knowingly and willfully refused to
21 perform their obligations and compensate Plaintiff and Class Members for all wages earned as alleged
22 above.

23 68. Defendants' failure to pay Plaintiff and Class Members all earned minimum, regular,
24 and overtime wages in accordance with Labor Code Sections 204, 206, 246, 246.5, 248.5, 510,
25 1182.12, 1194, 1194.2, 1197, and 1198, the applicable IWC Wage Orders, and all applicable local
26 minimum wage ordinances in effect throughout California, Plaintiff and Class Members are entitled
27 to recover the full amount of unpaid wages, liquidated damages, prejudgment interest, and statutory
28 penalties, along with attorneys' fees and costs in amounts that will be established at trial.

69. Plaintiff is informed, believes, and thereon alleges that Defendants, through their conduct described herein, have committed an “intentional theft of wages in an amount greater than nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class Members under the law. Plaintiff and the Class Members he seeks to represent are thus entitled to recover from Defendants treble damages and costs, including reasonable attorneys’ fees, pursuant to California Penal Code section 496(c).

SECOND CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

70. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

71. At all relevant times, Defendants had a duty to comply with Labor Code Sections 226.7 and 512, and the applicable IWC Wage Orders.

72. Labor Code Section 512 and the IWC Wage Orders prohibit an employer from employing any person for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than 30 minutes (commencing before the employee's fifth hour of work), except that if the total work period per day is no more than six (6) hours, the meal period may be waived by mutual consent of the employer and employee. A second meal period of not less than 30 minutes is required if an employee works more than 10 hours per day and must begin before the employee's tenth hour of work, except if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and employee, but only if the first meal period was not waived. An employer must relieve an employee of all duties during meal periods.

1 73. The applicable IWC Wage Orders state that “[u]nless the employee is relieved of all
2 duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period
3 and counted as time worked.”

4 74. Labor Code Section 226.7(b) and the IWC Wage Orders prohibit an employer from
5 requiring any employee to work during a meal period mandated by any California statute, regulation,
6 standard or order. If an employer fails to provide an employee with a meal period in accordance with
7 state law, Labor Code Section 226.7(c) and the IWC Wage Orders require that the employer pay the
8 employee one (1) additional hour of pay at the employee’s regular rate of compensation for each
9 workday that the meal period is noncompliant.

10 75. During the relevant time period, Plaintiff and Class Members did not receive compliant
11 meal periods for working more than five (5) hours and/or 10 hours per workday. Specifically, meal
12 periods were late, interrupted, rounded, auto-deducted, on-duty, short, missed, and/or restricted to the
13 worksite. In addition, Defendants failed to provide second meal periods to Plaintiff and Class Members
14 when they worked in excess of 10 hours in a workday.

15 76. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
16 meal period premiums for noncompliant meal periods pursuant to Labor Code Section 226.7(b) and
17 the applicable IWC Wage Order.

18 77. As a result of Defendants’ failure to provide compliant meal periods and pay meal
19 period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor
20 Code Sections 226.7 and 512, Plaintiff and Class Members suffered and continue to suffer a loss of
21 wages and compensation.

22 78. Because Plaintiff and Class Members were and/or are entitled to such meal periods or
23 “premium pay” in lieu thereof, they are entitled to such payment per shift in an amount according to
24 proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and
25 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

26 79. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
27 conduct described herein, have committed an “intentional theft of wages in an amount greater than
28 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars

1 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within
2 the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally
3 deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as
4 defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the
5 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class
6 Members under the law. Plaintiff and the Class Members he seeks to represent are thus entitled to
7 recover from Defendants treble damages and costs, including reasonable attorneys’ fees, pursuant to
8 California Penal Code section 496(c).

9 80. Also, pursuant to Code of Civil Procedure Section 1021.5, Plaintiff will seek attorneys’
10 fees and costs from Defendants in an amount subject to proof and approved by the Court.

11 **THIRD CAUSE OF ACTION**
12 **REST PERIOD VIOLATIONS**
13 **(AGAINST ALL DEFENDANTS)**

14 81. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
15 fully set forth herein.

16 82. At all relevant times, Defendants had a duty to comply with Labor Code Section 226.7
17 and the applicable IWC Wage Orders.

18 83. The IWC Wage Orders require employers to authorize and permit all employees to take
19 10-minute duty-free rest periods for each four (4) hours worked, or major fraction thereof.

20 84. If an employer fails to provide an employee with a rest period in accordance with
21 California law, Labor Code Section 226.7(c) and the IWC Wage Orders require that the employer pay
22 the employee one (1) additional hour of pay at the employee’s regular rate of compensation for each
23 workday that the rest period is noncompliant.

24 85. During the relevant time period, Defendants did not implement a compliant rest break
25 policy and/or practice. Consequently, Plaintiff and Class Members did not receive a 10 minute rest
26 period for every four (4) hours worked or major fraction thereof because rest breaks were interrupted,
27 missed, late, shortened, on-duty, and/or restricted to the worksite.

28 86. During the relevant time period, Defendants failed to pay Plaintiff and Class Members

1 rest period premiums for noncompliant rest periods pursuant to Labor Code Section 226.7(b) and the
2 applicable IWC Wage Order.

3 87. As a result of Defendants' failure to provide compliant rest periods and pay rest period
4 premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor Code
5 Sections 226.7 and 516, Plaintiff and Class Members suffered and continue to suffer a loss of wages
6 and compensation.

7 88. Because Plaintiff and Class Members were and/or are entitled to such rest periods or
8 "premium pay" in lieu thereof, they are entitled to such payment per shift in an amount according to
9 proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre- and
10 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

11 89. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
12 conduct described herein, have committed an "intentional theft of wages in an amount greater than
13 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
14 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period" within
15 the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally
16 deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as
17 defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the
18 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class
19 Members under the law. Plaintiff and the Class Members he seeks to represent are thus entitled to
20 recover from Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to
21 California Penal Code section 496(c).

22 90. Also, pursuant to Code of Civil Procedure Section 1021.5, Plaintiff will seek attorneys'
23 fees and costs from Defendants in an amount subject to proof and approved by the Court.

24 **FOURTH CAUSE OF ACTION**

25 **FAILURE TO PROVIDE RECOVERY PERIODS**

26 **(AGAINST ALL DEFENDANTS)**

27 91. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
28 fully set forth herein.

1 92. At all relevant times, Defendants had a duty to comply with Labor Code sections 226.7.

2 93. Labor Code section 226.7 requires employers to provide employees with a “recovery
3 period” which means a cooldown period afforded an employee to prevent heat illness. If an employer
4 fails to provide a recovery period, then “the employer shall pay the employee one additional hour of
5 pay at the employee’s regular rate of compensation for each workday that the . . . recovery period is
6 not provided.”

7 94. During the Class Period, Defendants did not implement a compliant recovery period
8 policy or practice. Specifically, access to shade and recovery periods were not provided to Plaintiff
9 and Class Members who performed work for Defendants during extremely hot days, especially during
10 the summer. Consequently, Plaintiff and Class Members did not receive paid recovery periods and did
11 not receive compensation in lieu thereof.

12 95. During the Class Period, Defendants failed to pay Plaintiff and Class Members
13 recovery period premiums for noncompliant recovery periods pursuant to Labor Code section 226.7
14 and the applicable IWC Wage Order.

15 96. As a result of Defendants’ failure to provide compliant recovery periods and pay
16 recovery period premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders
17 and Labor Code sections 226.7, Plaintiff and Class Members suffered and continue to suffer a loss of
18 wages and compensation.

19 97. Because Plaintiff and Class Members were and/or are entitled to such recovery periods
20 or “premium pay” in lieu thereof, they are entitled to such payment per shift in an amount according
21 to proof. To the extent such unpaid premiums are deemed unpaid wages, Plaintiff will also seek pre-
22 and post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

23 98. Plaintiff is informed, believes, and thereon alleges that Defendants, through their
24 conduct described herein, have committed an “intentional theft of wages in an amount greater than
25 nine hundred fifty dollars (\$950) from any one employee, or two thousand three hundred fifty dollars
26 (\$2,350) in the aggregate from two or more employees...in any consecutive 12-month period” within
27 the meaning of California Penal Code section 487m. Specifically, Defendants have intentionally
28 deprived Plaintiff and Class Members of wages, as defined in Labor Code section 200, gratuities, as

1 defined in Labor Code section 350, benefits, or other compensation, by unlawful means, with the
2 knowledge that the wages, gratuities, benefits, or other compensation is due to Plaintiff and Class
3 Members under the law. Plaintiff and the Class Members he seeks to represent are thus entitled to
4 recover from Defendants treble damages and costs, including reasonable attorneys' fees, pursuant to
5 California Penal Code section 496(c).

6 99. Pursuant to Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys' fees
7 and costs from Defendants in an amount subject to proof and approved by the Court.

8 **FIFTH CAUSE OF ACTION**

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

10 **(AGAINST ALL DEFENDANTS)**

11 100. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
12 fully set forth herein.

13 101. At all relevant times, Defendants had a duty to comply with Labor Code Section 226.

14 102. Labor Code Section 226(a) requires that, semimonthly or at the time of each payment
15 of wages, employers must furnish each employee with an accurate itemized wage statement in writing
16 that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the number of any
17 piece-rate units earned and all applicable piece rates, (4) all deductions made from wages, (5) net
18 wages earned, (6) the inclusive dates of the pay period, (7) the name and last four digits or employment
19 identification number of the employee, (8) the name and address of the legal entity that is the
20 employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked
21 at each hourly rate.

22 103. Labor Code Section 226(e)(1) authorizes an employee suffering injury as a result of a
23 knowing and intentional failure by an employer to provide an accurate itemized wage statement to
24 recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each violation
25 in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee, in addition to
26 an award of costs and attorneys' fees.

27 104. During the relevant time period, Defendants have knowingly and intentionally failed
28 to comply with Labor Code Section 226(a) on wage statements that were provided to Plaintiff and

1 Class Members. The deficiencies include, among other things, Defendants' failure to correctly state
2 the gross and net wages earned, the total hours worked, all applicable hourly rates in effect during the
3 pay period, and the corresponding number of hours worked at each hourly rate.

4 105. As a result of Defendants' violation of California Labor Code Section 226(a), Plaintiff
5 and Class Members have suffered injury and damage to their statutorily protected rights. Specifically,
6 Plaintiff and Class Members have been injured by Defendants' intentional violation of California
7 Labor Code Section 226(a) because they were denied both their legal right to receive, and their
8 protected interest in receiving, accurate itemized wage statements under California Labor Code
9 Section 226(a). Plaintiff has had to file this lawsuit in order to determine the extent of the
10 underpayment of wages, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not
11 have had to engage in these efforts and incur these costs had Defendants provided the accurate wages
12 earned and number of hours worked at each corresponding pay rate. This has also delayed Plaintiff's
13 ability to demand and recover the underpayment of wages from Defendants.

14 106. Defendants' violations of California Labor Code Section 226(a) prevented Plaintiff and
15 Class Members from knowing, understanding and disputing the wages paid to them, and resulted in
16 an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and intentional
17 failure to comply with California Labor Code Section 226(a), Plaintiff and Class Members have
18 suffered an injury, and the exact amount of damages and/or penalties is all in an amount to be shown
19 according to proof at trial.

20 107. Plaintiff and Class Members are also entitled to injunctive relief under California Labor
21 Code Section 226(h), compelling Defendants to comply with California Labor Code Section 226, and
22 seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

23 **SIXTH CAUSE OF ACTION**

24 **WAITING TIME PENALTIES**

25 **(AGAINST ALL DEFENDANTS)**

26 108. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
27 fully set forth herein.

28 109. At all relevant times, Defendants had a duty to comply with Labor Code Sections 201,

1 202, and 203. Defendants failed to comply with these final paycheck requirements with respect to
2 Plaintiff and Waiting Time Subclass Members.

3 110. Labor Code Section 201 requires that if an employer discharges an employee, the
4 wages earned and unpaid at the time of discharge are due and payable immediately.

5 111. Labor Code Section 202 requires that if “an employee not having a written contract for
6 a definite period” quits, the employee’s wages shall become due and payable no later than 72 hours
7 thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in
8 which case the employee is entitled to his or her wages at the time of quitting.

9 112. Labor Code Section 203 provides that if an employer willfully fails to pay, without
10 abatement or reduction, any wages of an employee who is discharged or quits, the wages of the
11 employee shall continue as a penalty from the due date thereof at the same rate until paid or until an
12 action therefor is commenced, but that the wages shall not continue for more than 30 days per
13 employee.

14 113. During the relevant time period, Defendants willfully failed to pay Plaintiff and
15 Waiting Time Subclass Members all their earned wages upon termination including, but not limited
16 to, minimum, regular, and overtime compensation, premium compensation, reimbursements, and/or
17 sick pay either at the time of discharge or within 72 hours of leaving Defendants’ employ.

18 114. As a result of Defendants’ failure to timely pay all wages owed to Plaintiff and Waiting
19 Time Subclass Members in accordance with Labor Code Sections 201, 202 and 203, Plaintiff and
20 Waiting Time Subclass Members are entitled to recover waiting time penalties, prejudgment interest,
21 attorneys’ fees, and costs in amounts that will be established at trial.

22 **SEVENTH CAUSE OF ACTION**

23 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

24 **(AGAINST ALL DEFENDANTS)**

25 115. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
26 fully set forth herein.

27 116. At all relevant times, Defendants had a duty to comply with Labor Code Sections 2800
28 and 2802. Defendants failed to comply with these indemnification and reimbursement requirements

1 with respect to Plaintiff and Class Members.

2 117. Labor Code Section 2800 requires employers to indemnify employees for losses caused
3 by the employer's want of ordinary care. To the extent Defendants claim that Plaintiff and Class
4 Members failed to request, demand, notify or otherwise seek reimbursement for their expenses and
5 losses, Defendants were obligated to nevertheless indemnify Plaintiff and Class Members due to their
6 own negligence.

7 118. Labor Code Section 2802(a) requires that employers indemnify and reimburse
8 employees for all business expenses, which are defined as all necessary expenditures or losses incurred
9 by the employee in direct consequence of the discharge of the employee's duties or otherwise incurred
10 based on the employee's obedience to the employer's directions. Labor Code Section 2802(b)
11 authorizes employees to recover in a court action interest which shall accrue from the date on which
12 the employee incurred the necessary expenditure or loss. Labor Code Section 2802(c) authorizes
13 employees, who to enforce their right to reimbursements under Labor Code Section 2802, to also
14 recover attorneys' fees and costs.

15 119. During the relevant time period, Defendants required Plaintiff and Class Members to
16 use their personal cell phones for work without reimbursement in violation of Labor Code Sections
17 2800 and 2802.

18 120. As a result of Defendants' failure to indemnify and reimburse Plaintiff and Class
19 Members for all business and work-related costs, expenditures, losses and expenses in accordance
20 with Labor Code Sections 2800 and 2802, Plaintiff and Class Members are entitled to recover the full
21 unreimbursed balance of reimbursements, expenditures and losses, prejudgment interest, and statutory
22 penalties, along with attorneys' fees and costs in amounts that will be established at trial.

23 **EIGHTH CAUSE OF ACTION**

24 **VIOLATION OF CALIFORNIA'S QUOTA LAWS**

25 **(AGAINST ALL DEFENDANTS)**

26 121. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
27 fully set forth herein.

28 122. At all relevant times, Defendants had a duty to comply with Labor Code sections 2100,

1 *et seq.*

2 123. California's quota laws require Defendants to implement and maintain quota
3 production demands consistent and in compliance with Labor Code sections 2100 – 2112 which
4 provide in relevant part that “[a]n employee shall not be required to meet a quota that prevents
5 compliance with meal or rest periods, use of bathroom facilities, including reasonable travel time to
6 and from bathroom facilities, or occupational health and safety laws in the Labor Code or division
7 standards. An employer shall not take adverse employment action against an employee for failure to
8 meet a quota that does not allow a worker to comply with meal and rest periods, or occupational health
9 and safety laws in the Labor Code or division standards, or for failure to meet a quota that has not
10 been disclosed to the employee pursuant to Section 2101” and provide injunctive relief, attorneys’
11 fees, costs, and civil penalties.

12 124. Defendants’ violations of California Labor Code sections 2100 - 2112 prevented
13 Plaintiff and Class Members from knowing, understanding, and disputing the wages paid to them,
14 prevented them from taking compliant meal and rest periods as well as bathroom breaks, and exposed
15 them to unreasonable health hazards and resulted in an unjustified economic enrichment to
16 Defendants. As a result of Defendants’ knowing and intentional failure to comply with California
17 Labor Code section 2100 *et. seq.*, Plaintiff and Class Members have suffered injury, and the exact
18 amount of damages and/or penalties is all in an amount to be shown according to proof at trial.

19 125. Plaintiff and Class Members are also entitled to injunctive relief under California Labor
20 Code section 2108, compelling Defendants to comply with California Labor Code sections 2100 *et.*
21 *seq.*, and seek the recovery of attorneys’ fees and costs incurred in obtaining this injunctive relief.

22 **NINTH CAUSE OF ACTION**

23 **VIOLATION OF THE UNFAIR COMPETITION LAW**

24 **(AGAINST ALL DEFENDANTS)**

25 126. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though
26 fully set forth herein.

27 127. Defendants’ conduct, as alleged herein, has been and continues to be unfair, unlawful
28 and harmful to Plaintiff and Class Members. Plaintiff seeks to enforce important rights affecting the

1 public interest within the meaning of Code of Civil Procedure Section 1021.5.

2 128. Defendants' activities, as alleged herein, violate California law and constitute unlawful
3 business acts or practices in violation of California Business and Professions Code Sections 17200, *et*
4 *seq.*

5 129. A violation of Business and Professions Code Sections 17200, *et seq.* may be
6 predicated on the violation of any state or federal law.

7 130. Defendants' policies and practices have violated state law in at least the following
8 respects:

- 9 (a) Failing to pay all sick pay, and minimum, regular, and overtime wages due to Plaintiff
10 and Class Members in violation of Labor Code Sections 204, 206, 246, 246.5, 248.5,
11 510, 1182.12, 1194, 1194.2, 1197, 1198;
- 12 (b) Imposing unlawful quotas that interfered with Plaintiff's and Class Members' right to
13 lawful meal periods, rest periods, bathroom breaks, and/or exposed them to safety
14 hazards in violation of Labor Code sections 2100-2112.
- 15 (c) Failing to provide meal periods without paying Plaintiff and Class Members premium
16 wages for every day in which a meal period was not provided in violation of Labor
17 Code Sections 226.7 and 512;
- 18 (d) Failing to authorize or permit rest breaks without paying Plaintiff and Class Members
19 premium wages for every day in which a rest break was not authorized or permitted in
20 violation of Labor Code Section 226.7;
- 21 (e) Failing to provide recovery periods without paying Plaintiff and Class Members
22 premium wages for every day in which a recovery period was not authorized or
23 permitted in violation of Labor Code section 226.7;
- 24 (f) Failure to provide suitable seating in violation of Labor Code section 1198 and IWC
25 Wage Order;
- 26 (g) Failing to provide Plaintiff and Class Members with accurate itemized wage statements
27 in violation of Labor Code Section 226;
- 28 (h) Failing to timely pay all earned wages to Plaintiff and Waiting Time Subclass Members

upon separation of employment in violation of Labor Code Sections 201, 202 and 203;
and

- (i) Failing to reimburse business expenses in violation of Labor Code Sections 2800 and 2802.

131. Defendants intentionally avoided paying Plaintiff and Class Members wages and monies, thereby creating for Defendants an artificially lower cost of doing business in order to undercut their competitors and establish and gain a greater foothold in the marketplace.

132. Pursuant to Business and Professions Code Sections 17202, 17203, and 17208, Plaintiff and Class Members are entitled to restitution of the wages unlawfully withheld and retained by Defendants during a period that commences four (4) years prior to the filing of this action, and inclusive of any period of time in which the applicable statute of limitations were tolled between April 6, 2020 and October 1, 2020, pursuant to the California Rules of Court, Appendix I, Emergency Rule 9; an award of attorneys' fees pursuant to Code of Civil Procedure Section 1021.5 and other applicable laws; and an award of costs.

133. Plaintiff and Class Members are entitled to an injunction, restitution, and other equitable relief against such unlawful practices to return all funds over which Plaintiff and Class Members have an ownership interest and to prevent future damage pursuant to Business and Professions Code Sections 17200 *et seq.*

PRAYER FOR RELIEF

Plaintiff, individually and on behalf of all others similarly situated and other Class Members, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification of this action as a class action, including certifying the Class and Subclass alleged by Plaintiff;
2. For appointment of Plaintiff Gerardo Melendez as the class representative;
3. For appointment of Torus LLP as class counsel for all purposes;
4. For compensatory damages in an amount according to proof with interest thereon;
5. For economic and/or special damages in an amount according to proof with interest thereon;

- 1 6. For damages, monetary relief, wages, premiums, benefits and penalties, including
- 2 interest thereon;
- 3 7. For Plaintiff and Waiting time penalties pursuant to Labor Code Section 203;
- 4 8. For the amounts provided for in Labor Code Section 226.7;
- 5 9. For liquidated damages pursuant to Labor Code Section 1194.2;
- 6 10. For statutory penalties to the extent permitted by law, including those pursuant to the
- 7 Labor Code and IWC Wage Orders;
- 8 11. For restitution to Plaintiff and Class Members of all money and property unlawfully
- 9 acquired by Defendants through unfair or unlawful business practices pursuant to
- 10 Business and Professions Code Sections 17200 *et seq.*;
- 11 12. For an order requiring Defendants to restore and disgorge all funds to each employee
- 12 acquired by means of any act or practice declared by this Court to be unlawful, unfair
- 13 or fraudulent and, therefore, constituting unfair competition under Business and
- 14 Professions Code Sections 17200, *et seq.*;
- 15 13. For permanent injunctive relief described in the UCL cause of action;
- 16 14. For prejudgment interest on all sums recovered pursuant to Labor Code Section 218.6
- 17 and Civil Code Sections 3287 and 3289, and applicable law;
- 18 15. For post judgment interest on all amounts awarded to Plaintiff and Class Members as
- 19 provided by law;
- 20 16. For recovery of attorneys' fees and costs provided by Labor Code Sections 218.6, 226,
- 21 1194, 2802, and Code of Civil Procedure Section 1021.5;
- 22 17. For a declaratory judgment that the practices complained of herein are unlawful under
- 23 California law;
- 24 18. Such other equitable relief as the Court may deem proper; and

25 ///

26 ///

27 ///

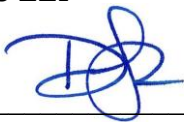
28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

19. For such other relief as the Court deems just and proper.

Dated: December 19, 2023

TORUS LLP

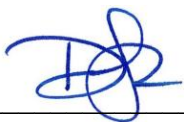
By: 
Daniel J. Hyun
David Alami
Attorneys for Plaintiff GERARDO MELENDEZ

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: December 19, 2023

TORUS LLP

By: 
Daniel J. Hyun
David Alami
Attorneys for Plaintiff GERARDO MELENDEZ