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Attorneys for Plaintiffs LOURDES PATRICIA AVALOS
and ANA MARIA PEDERIA, as individuals and on behalf
of all employees similarly situated

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

ANA MARIA PEDERIA and LOURDES
PATRICIA AVALOS, as individuals and on
behalf of all employees similarly situated,

Plaintiffs,

v.

GLASS HOUSE BRANDS INC., a California
Corporation; LABOR FORCE
MANAGEMENT, INC., a California
Corporation; MISSION HEALTH
ASSOCIATES, INC., a California
Corporation; GLASS HOUSE FARM LLC, a
California Limited Liability Company;
GLASS HOUSE MANUFACTURING, LLC,
a California Limited Liability Company;
GLASS HOUSE CAMARILLO
CULTIVATION, LLC, a California Limited
Liability Company; GH CAMARILLO LLC,
a California Limited Liability Company; and
DOES 1 through 50, inclusive,

Defendants.

Case No. **23STCV12167**

CLASS ACTION COMPLAINT

1. Violation of Labor Code §§ 204, 510, 1194, 1198 (Failure to Pay All Wages);
2. Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal Periods);
3. Violation of Labor Code § 226.7 (Failure to Provide Rest Periods);
4. Violation of Labor Code § 226, (Failure to Keep Accurate Itemized Wage Statements);
5. Violation of Labor Code §§ 201-203 (Failure to Pay Wages Upon Termination of Employment);
6. Violation of Labor Code § 2802 (Failure to Reimburse For Necessary Expenditures); and
7. Violation of Bus. & Prof. Code § 17200 et seq. (Unfair Business Practices).

DEMAND FOR JURY TRIAL

1 Plaintiffs ANA MARIA PEDERIA and LOURDES PATRICIA AVALOS (hereinafter
2 referred to as “Plaintiffs”) on behalf of themselves and all others similarly situated, based upon
3 facts that either have evidentiary support or are likely to have evidentiary support after a reasonable
4 opportunity for further investigation and discovery, complains and alleges as follows:

5 **INTRODUCTION**

6 1. This is a class action brought on behalf of Plaintiffs and the class they seek to
7 represent (“Class” or “Class Members”). Class Members consist of all non-exempt, hourly-paid
8 employees currently and/or formerly employed by Glass House Brands Inc., Labor Force
9 Management, Inc., Mission Health Associates, Inc., Glass House Farm LLC, Glass House
10 Manufacturing, LLC, Glass House Camarillo Cultivation, LLC, GH Camarillo LLC in the State
11 of California during the Class Period. The term “Class Period” is defined as four (4) years prior
12 to the filing of this Complaint through the date final judgment is entered. Plaintiffs reserve the
13 right to amend this Complaint to reflect a different “Class Period” or “Class” as further discovery
14 is conducted.

15 2. Plaintiffs, individually and on behalf of the class they seek to represent, seeks
16 relief against Glass House Brands Inc., Labor Force Management, Inc., Mission Health
17 Associates, Inc., Glass House Farm LLC, Glass House Manufacturing, LLC, Glass House
18 Camarillo Cultivation, LLC, GH Camarillo LLC (“Defendants”) for Defendants’ failure to pay
19 all wages due in violation of Labor Code sections 204, 510 and 1194, including both regular and
20 overtime wages; failure to provide meal periods or compensation in lieu thereof pursuant to
21 Labor Code sections 226.7 and 512, the applicable Industrial Welfare Commission Wage Orders,
22 and Code of Regulations, Title 8, section 11000 et seq.; failure to provide rest periods or
23 compensation in lieu thereof pursuant to Labor Code sections 226.7 and 512, the applicable
24 Industrial Welfare Commission Wage Orders, and Code of Regulations, Title 8, section 11000 et
25 seq.; failure to provide accurate itemized wage statements upon payment of wages pursuant to
26 Labor Code sections 226, subdivision (a), 1174, and 1175 a; failure to reimburse for necessary
27 expenditures pursuant to Labor Code Section 2802; failure to pay wages of terminated or
28 resigned employees pursuant to Labor Code sections 201, 202, and 203; failure to provide

1 suitable seats pursuant to Labor Code § 1198 and California Code of Regulations, Title 8,
2 Section 11070 (14).

3 3. Plaintiffs also seek equitable remedies in the form of declaratory relief and
4 injunctive relief, and relief under Business and Professions Code section 17200 et seq. for unfair
5 business practices.

6 4. At all relevant times herein, Defendants have consistently maintained and enforced
7 against Plaintiffs and Class the following unlawful practices and policies:

- 8 (a) willfully refusing to pay Plaintiffs and Class for all hours worked,
9 including both regular and overtime;
- 10 (b) willfully refusing to permit Plaintiffs and Class from taking meal periods
11 or compensation in lieu thereof;
- 12 (c) willfully refusing to permit Plaintiffs and Class from taking rest periods
13 or compensation in lieu thereof;
- 14 (d) willfully refusing to furnish to Plaintiffs and Class accurate itemized wage
15 statements upon payment of wages;
- 16 (e) willfully refusing to compensate Plaintiffs and certain members of the
17 Class wages due and owing at the time of Plaintiffs and Class Members'
18 employment with Defendants ended; and
- 19 (f) willfully refusing to reimburse Plaintiffs and Class for necessary
20 expenditures
- 21 (g) willfully refusing to provide suitable seating to Plaintiffs and Class.

22 5. On information and belief, Defendants were on actual and constructive notice of
23 the improprieties alleged herein and intentionally refused to rectify their unlawful policies.
24 Defendant's violations, as alleged above, during all relevant times herein were willful and
25 deliberate.

26 6. At all relevant times, Defendants were and are legally responsible for all of the
27 unlawful conduct, policies, practices, acts and omissions as described in each and all of the
28

1 foregoing paragraphs as the employer of Plaintiffs and Class. Further, Defendants are
2 responsible for each of the unlawful acts or omissions complained of herein under the doctrine
3 of “respondeat superior”.

4 **JURISDICTION AND VENUE**

5 7. Venue is proper in this judicial district and in the County of Los Angeles,
6 California because Defendants maintained its corporate location and/or transacted business in this
7 county, the obligations and liability arise in this county, and work was performed by members of
8 the proposed class made the subject of this action in this county.

9 8. The wages, statutory penalties, monetary damages and restitution sought by
10 Plaintiffs exceed the minimal jurisdictional limits of the Superior Court and will be established
11 according to proof at trial. This Court has jurisdiction over this action pursuant to the California
12 Constitution, article VI, section 10. The statutes under which this action is brought do not specify
13 any other basis for jurisdiction.

14 9. The California Superior Court has jurisdiction in the matter because the individual
15 claims are under the seventy-five thousand dollars (\$75,000.00) jurisdictional threshold for
16 Federal Court and the five million dollars (\$5,000,000.00) aggregate jurisdictional threshold for
17 Federal Court and, upon information and belief, Plaintiffs and Defendants are residents of,
18 domiciled in, or otherwise subject to jurisdiction in the State of California. Further, there is no
19 federal question at issue as the issues herein are based solely on California statutes and law
20 including the Labor Code, Industrial Welfare Commission (“IWC”) Wage Orders, the Code of
21 Civil Procedure, the Rules of Court, and the Business and Professions Code.

22 **THE PARTIES**

23 **A. Plaintiffs**

24 10. Plaintiffs, at all relevant times herein, were Defendants’ employees and were
25 entitled to compensation for all hours worked, including regular time and overtime compensation,
26 and penalties from Defendants. Plaintiffs were employed by Defendants as a non-exempt, hourly
27 paid employee during the Class Period. Specifically, Plaintiff Lourdes Patricia Avalos worked
28 for Defendants as a harvester from March 2023 to May 23, 2023. Plaintiff Ana Maria Pederia

1 worked for Defendants as a harvester from January 2023 to May 23, 2023. Each of the Class
2 Members are identifiable, current and/or former similarly situated persons who were employed
3 in non-exempt hourly positions in California by Defendants during the Class Period.

4 **B. Defendants**

5 11. Plaintiffs are informed and believe, and based thereon allege, that Defendants are
6 corporations providing restaurant services. On information and belief, Defendants were and/or
7 are the employer of Plaintiffs and Class during the Class Period. Plaintiffs also allege that
8 Defendants are conducting business in good standing in California.

9 12. Plaintiffs are ignorant of the true names, capacities, relationships and extent of
10 participation in the conduct herein alleged of the Defendants sued herein as DOES 1 through 50,
11 inclusive, but on information and belief alleges that these Defendants are legally responsible for
12 the payment of overtime compensation, rest and meal period compensation, and wages to
13 Plaintiffs and Class by virtue of their unlawful practices, and therefore sues these Defendants by
14 such fictitious names. Plaintiffs will amend this complaint to allege the true names and capacities
15 of each DOE Defendants when ascertained.

16 13. Plaintiffs are informed and believe, and based thereon allege, that each Defendant
17 acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint
18 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants
19 are legally attributable to the other Defendant. Furthermore, Defendants in all respects acted as
20 the employer and/or joint employer of Plaintiffs and Class.

21 14. Plaintiffs are informed and believe, and based thereon allege, that each Defendants
22 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
23 managing agent, and/or principal of the Defendants, and in performing the actions mentioned
24 below was acting, at least in part, within the course and scope of that authority as such agent,
25 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
26 permission and consent of the Defendants. Plaintiffs also allege the acts of each Defendants are
27 legally attributable to the other Defendants.

1 15. Plaintiffs are informed and believe, and based thereon allege, that each of the
2 Defendants sued herein was, at all times relevant hereto, the employer, owner, shareholder,
3 principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing
4 agent, joint employer and/or alter-ego of the remaining Defendants, and was acting, at least in
5 part, within the course and scope of such employment and agency, with the express and implied
6 permission, consent, and knowledge, approval and/or ratification of the other Defendants.

7 16. The above Defendants, managing agents, and supervisors aided, abetted,
8 condoned, permitted, approved, authorized and/or ratified the unlawful acts described herein.

9 **ADMINISTRATIVE PREREQUISITE**

10 17. On May 26, 2023, prior to filing this complaint, Plaintiffs gave written notice by
11 electronically filing the notice with the Labor Workforce Development Agency (“LWDA”)
12 (LWDA Case No. LWDA-957735-23), and by certified mail to Defendants of the specified
13 provisions alleged to have been violated, including the facts and theories to support the alleged
14 violations as required by Labor Code section 2699.3.

15 18. A true and correct copy of Plaintiffs’ letter sent to the LWDA and Defendants
16 dated May 26, 2023, is attached hereto as “**Exhibit A**”. As of the filing of this complaint, LWDA
17 has not responded to the written notice.

18 19. Under Labor Code section 2699.3 subsection (a), a Plaintiffs may bring a cause
19 of action under PAGA only after giving notice to the Labor Workforce Development Agency
20 (“LWDA”) and the employer of the Labor Code sections alleged to have been violated, and
21 after receiving notice from the LWDA of its intention not to investigate, or after 65 days have
22 passed without notice.

23 20. Plaintiffs intend to amend their complaint upon the expiration of the 65-day
24 period for the LWDA to provide notice of its intent to investigate Plaintiffs’ claims, if the
25 LWDA fails to provide notice. Under Labor Code Section 2699.3, subdivision (a)(2)(C),
26 “Notwithstanding any other provision of law, a Plaintiffs may as a matter of right amend an
27 existing complaint to add a cause of action arising under this part at any time within 60 days of
28 the time periods specified in this part.”

GENERAL ALLEGATIONS

21. Plaintiff Lourdes Patricia Avalos worked for Defendants as a harvester from March 2023 to May 23, 2023. Plaintiff Ana Maria Pederia worked for Defendants as a harvester from January 2023 to May 23, 2023.

22. Labor Code section 1194 provides that notwithstanding any agreement to work for a lesser wage, an employee receiving less than the legal overtime compensation is entitled to recover in a civil action the unpaid balance of his or her overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

23. Labor Code Section 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Labor Code Section 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Labor Code Section 204(d). During Class Period, Plaintiffs and Class were entitled to be paid twice a month at rates required by law, including minimum wages. During Class Period, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendants systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages for unpaid wages, and Plaintiffs and Class Members suffered damages in those amounts.

1 24. Labor Code section 1198 makes it illegal to employ an employee under conditions
2 of labor that are prohibited by the applicable wage order. California Labor Code section 1198
3 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . .
4 standard conditions of labor for employees. The employment of any employee . . . under
5 conditions of labor prohibited by the order is unlawful. California Code of Regulations, Title 8,
6 section 11070(14)(A) provides that "[a]ll working employees shall be provided with suitable
7 seats when the nature of the work reasonably permits the use of seats."

8 25. California Code of Regulations, Title 8, section 11070(14)(B) provides that
9 "[w]hen employees are not engaged in the active duties of their employment and the nature of
10 the work requires standing, an adequate number of suitable seats shall be placed in reasonable
11 proximity to the work area and employees shall be permitted to use such seats when it does not
12 interfere with the performance of their duties."

13 26. Defendants violated California Labor Code section 1198 and California Code of
14 Regulations, Title 8, section 11070(14) because Plaintiffs and Class Members were not permitted
15 to sit, even if they were not engaged in active duties. They were not permitted to sit, even when it
16 would not interfere with the performance of their duties, nor were they provided with suitable
17 seats.

18 27. California Code of Regulations title 8, Section 3395(d) provides that shade shall
19 be present when the temperature exceeds 80 degrees Fahrenheit. When the outdoor temperature
20 in the work area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or
21 more areas with shade at all times while employees are present that are either open to the air or
22 provided with ventilation or cooling. California Code of Regulations. title 8, Section 3395(d)
23 also provides that employees shall be allowed and encouraged to take a preventative cool-down
24 rest in the shade when they feel the need to do so to protect themselves from overheating. Such
25 access to shade shall be permitted at all times. California Code of Regulations title 8, Section
26 3395(i) provides that the employer shall establish, implement, and maintain, an effective heat
27 illness prevention plan. However, Defendants failed to maintain proper ventilation and air
28 conditioning at the warehouse and has not taken feasible means to sufficiently reduce such

1 excessive heat. The temperature in the warehouse was often times more than 100 degrees
2 Fahrenheit. As a result, Plaintiffs and Class suffered injuries at their workplace due to the
3 excessive heat, and Defendant failed to provide shade and to establish and maintain a heat illness
4 prevention plan.

5 28. Further, Business and Professions Code section 17203 provides that any person
6 who engages in unfair competition may be enjoined in any court of competent jurisdiction.
7 Business and Professions Code section 17204 provides that any person who has suffered actual
8 injury and has lost money or property as a result of the unfair competition may bring an action in
9 a court of competent jurisdiction.

10 29. During all, or a portion of the Class Period, Plaintiffs and each member of the
11 Class was employed by Defendants in the State of California.

12 30. Plaintiffs and Class Members were non-exempt employees covered under one or
13 more IWC Wage Order(s), and Labor Code section 510, and/or other applicable Wage Orders,
14 regulations and statutes, and each Class Member was not subject to an exemption for executive,
15 administrative or professional employees, which imposed obligations on the part of Defendants
16 to pay Plaintiffs and Class Members lawful overtime compensation.

17 31. Plaintiffs and Class were covered by one or more IWC Wage Order(s), and Labor
18 Code section 226.7 and other applicable Wage Orders, regulations and statutes which imposed an
19 obligation on the part of Defendants to pay Plaintiffs and Class rest and meal period
20 compensation.

21 32. During the Class Period, Defendants were obligated to pay Plaintiffs and Class
22 Members for all hours worked. However, Defendants failed to pay Plaintiffs and Class
23 Members for all hours worked at the legally mandated wage rates, including minimum, regular
24 and overtime wages. Throughout Class Period, Defendants maintained a policy and practice of
25 requiring Plaintiffs and Class Members to perform work “off-the-clock”. Defendant regularly
26 required Plaintiffs and Class Members to arrive earlier than their start of the scheduled shift to
27 make sure they clock in to work not later than the scheduled start of the shift since Plaintiffs
28

1 and Class Members were required in line with other employees to use the punch machine for
2 clocking in to work but were not compensated for that time. While Plaintiffs and Class
3 Members were required to arrive earlier than their scheduled shifts, they were not allowed by
4 Defendants to punch in earlier than their start time of the shift. Plaintiffs and Class Members
5 were also required to stay in line with other employees to clock in and out to work for their
6 meal periods. Plaintiffs' and Class Members' meal periods were cut short by the time they
7 spent walking to the meal period area as well as staying in line with other employees to clock
8 out and clock back in back to work by the end of 30-minute meal periods. Plaintiffs and Class
9 Members were also required to communicate with their supervisors regarding their schedule
10 and work-related tasks after their scheduled shift over the phone but were not compensated for
11 that time. In maintaining a practice of not paying all wages owed, Defendants failed to
12 maintain accurate records of the hours Plaintiffs and Class Members worked. In doing so,
13 Defendants also failed to maintain accurate records of the hours Plaintiffs and Class Members
14 worked.
15

16 33. During the Class Period, Defendants were obligated to pay Plaintiffs and Class
17 Members overtime compensation for all hours worked in excess of eight (8) hours of work in one
18 (1) day or forty (40) hours in one (1) week, and double-time compensation for hours worked in
19 excess of twelve (12) in one (1) day. However, often times Plaintiffs and Class Members were
20 required to work overtime in excess of eight (8) hours per workday and in excess of forty (40)
21 hours per workweek, but were not paid at the proper overtime rate of pay.

22 34. During the Class Period, Defendants were obligated to provide Plaintiffs and
23 Class with a work-free meal period within the first five (5) hours of a shift when the workday
24 was longer than six (6) hours. Plaintiffs and Class Members were entitled to a full, thirty (30)
25 minute, off-duty meal period when they worked in excess of six (6) hours within the first five (5)
26 hours of their shifts. However, Plaintiffs and Class Members were routinely not provided with
27 timely, 30-minute off-duty meal periods, and were not permitted and authorized to take
28 uninterrupted rest periods. Moreover, Defendants did not have adequate written policies or

practices providing meal periods for Plaintiffs and Class, nor did Defendants have adequate policies or practices regarding the timing of meal periods. Plaintiffs and Class Members often times took their first meal periods late. Plaintiffs' and Class Members' meal periods were cut short by the time they spent walking to the meal period area as well as staying in line with other employees to clock out and clock back in back to work by the end of 30-minute meal periods. Defendants also failed to accurately record meal periods. Accordingly, Defendant's policy and practice was to not provide meal periods to Plaintiffs and Class in compliance with California law.

35. Additionally, Defendants were obligated to provide Plaintiffs and Class Members with a ten (10) minute rest break for every four (4) hours, or major fraction thereof, worked each day. Defendants prevented Plaintiffs and Class Members from taking rest breaks throughout their shifts. Plaintiffs and Class Members were generally precluded from taking rest periods due to Defendants' failure to maintain the rest break policy to provide relief and thereby allow Plaintiffs and Class Members the opportunity to take rest breaks. Moreover, Defendants did not have adequate policies or practices permitting or authorizing rest periods for Plaintiffs and Class, nor did Defendants have adequate policies or practices regarding the timing of rest periods. Further, Defendants did not maintain accurate records of employee work periods, and therefore Defendants cannot demonstrate that Plaintiffs and Class took rest periods during the middle of each work period. Accordingly, Defendant's policy and practice was to not authorize and permit Plaintiffs and the Class to take rest periods in compliance with California law.

36. Further, due to the pressure from Defendants and failure to maintain an adequate policy, and in violation of Labor Code and applicable IWC Wage Orders, Plaintiffs were not authorized and permitted to take a second rest period, on shifts exceeding six hours of work, and/or third rest breaks, on shifts exceeding ten hours of work. *Brinker Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1030 (2012). "Employees are entitled to 10 minutes rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on."

37. Furthermore, Defendants failed and/or refused to pay Plaintiffs and Class Members one (1) hour's pay at the employees' regular rate of pay as premium compensation for Defendants' failure to provide lawful thirty (30) minute, off-duty meal periods and failure to provide lawful ten (10) minute rest periods within the statutory time frames.

38. Defendants also failed to indemnify Plaintiffs and Class Members all necessary expenditures incurred in direct discharge of their duties. During the course of employment, Plaintiffs and Class Members were required to incur various business expenses at their own cost. Plaintiffs and Class Members were required to use their personal cell phones to respond and make work-related calls and text messages to their supervisors, but Defendants failed to compensate for personal cell phone usage. Plaintiffs and Class Members incurred these substantial expenses as a direct result of performing their job duties for Defendants, and Defendants have failed to indemnify Plaintiffs and Class Members for these employment-related expenses.

39. Defendants continue to employ non-exempt, hourly-paid employees within California.

40. Plaintiffs and Class Members primarily performed non-exempt work, often in excess of the maximum regular rate hours set forth in the applicable IWC Wage Order(s), regulations or statutes, and therefore entitled the Plaintiffs and Class Members to overtime compensation at the rate of one and a half times their regular rate of pay and, when applicable, double time compensation as set forth by the applicable IWC Wage Order(s), regulations and/or statutes.

41. During the Class Period, Defendants required Plaintiffs and Class Members to work regular hours, off the clock hours, and overtime hours without lawful compensation in violation of the applicable IWC Wage Order(s), regulations and statutes, and Defendants: (1) willfully failed and refused, and continue to fail and refuse to pay compensation for all hours worked, including lawful regular time and overtime compensation, to Class Members; and (2) willfully failed and refused, and continue to fail and refuse to pay due and owing wages promptly upon termination of employment to Plaintiffs and affected Class Members.

1 42. Class Members who ended their employment with Defendants during the Class
2 Period but were not paid the above due compensation for all hours worked timely upon the
3 termination of their employment as required by Labor Code sections 201, 202, and 203 are
4 entitled to penalties as provided by Labor Code section 203. Plaintiffs' employment was
5 terminated on May 23, 2023. As of the day of this complaint filing Defendants failed to pay
6 Plaintiffs their final pay check.

7 43. During the Class Period, Defendants failed to furnish Plaintiffs and Class with
8 accurate, itemized wage statements showing all applicable hourly rates, and all gross and net
9 wages earned (including correct hours worked, correct wages earned for hours worked, correct
10 overtime hours worked, correct wages for meal periods that were not provided in accordance
11 with California law, correct wages for rest periods that were not authorized and permitted to
12 take in accordance with California law, the employer entity correct address and names on the
13 wage statements and wrongfully listed sick pay in the total number of hours worked). As a
14 result of these violations of California Labor Code § 226(a), Plaintiffs and Class suffered
15 injury because, among other things:

- 16 (a) the violations led them to believe that they were not entitled to be paid
17 minimum wages, overtime wages, meal period premium wages, and rest
18 period premium wages to which they were entitled, even though they were
19 entitled;
20
21 (b) the violations led them to believe that they had been paid the minimum,
22 overtime, meal period premium, and rest period premium wages, even
23 though they had not been;
24 (c) the violations led them to believe they were not entitled to be paid overtime,
25 meal period premium, and rest period premium wages at the correct
26 California rate even though they were;

- 1 (d) the violations led them to believe they had been paid overtime, meal period
2 premium, and rest period premium wages at the correct California rate even
3 though they had not been;
- 4 (e) the violations hindered them from determining the amounts of overtime,
5 meal period premium, and rest period premium owed to them;
- 6 (f) in connection with their employment before and during this action, and in
7 connection with prosecuting this action, the violations caused them to have
8 to perform mathematical computations to determine the amounts of wages
9 owed to them, computations they would not have to make if the wage
10 statements contained the required accurate information;
- 11 (g) by understating the wages truly due them, the violations caused them to lose
12 entitlement and/or accrual of the full amount of Social Security, disability,
13 unemployment, and other governmental benefits;
- 14 (h) the wage statements inaccurately understated the wages, hours, and wages
15 rates to which Plaintiffs and Class were entitled, and Plaintiffs and Class
16 were paid less than the wages and wage rates to which they were entitled.
17

18 Thus, Plaintiffs and Class are owed the amounts provided for in California Labor Code §
19 226(e), including actual damages.

20 44. Defendants knew or should have known that Plaintiffs and Class members were
21 entitled to receive accurate wage statements, which would include meal break premiums, and/or
22 rest break premiums, as required by Labor Code 226.

23 45. Defendants knew or should have known that Plaintiffs and Class Members were
24 entitled to timely payment of all wages earned upon termination. Plaintiffs and Class Members
25 did not receive payment of all wages, including but not limited to, meal and rest break premiums,
26 in violation of the Labor Code.

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28 ///

CLASS ALLEGATIONS

46. Plaintiffs bring this action on behalf of themselves and all other similarly situated persons as a class action pursuant to Code of Civil Procedure section 382. The Class is composed of and defined as follows:

- (a) All persons who are employed or have been employed by Defendants in the State of California, and who, within the four (4) years of the filing of this Complaint to the present, have worked as non-exempt employees and were not paid all wages owed, including but not limited to the legally requisite regular time rate, overtime rate and/or double-time rate as specifically described herein;
- (b) All persons who are employed or have been employed by Defendants in the State of California, and who, within the four (4) years of the filing of this Complaint to the present, have worked as non-exempt employees and have not been provided a meal period for shifts in excess of five (5) hours within the first five (5) hours such shifts, and were not provided one (1) hour's pay for each day during which a lawful meal period was not provided;
- (c) All persons who are employed or have been employed by Defendants in the State of California, and who, within the four (4) years of the filing of this Complaint to the present, have worked as non-exempt employees and have not been provided a rest period for every four (4) hours, or major fraction thereof, worked per day, and were not provided compensation of one (1) hour's pay for each day on which such rest period(s) was not provided;
- (d) All persons who are employed or have been employed by Defendants in the State of California, and who, within the four (4) years of the filing of this Complaint to the present, have worked as non-exempt employees and have not been reimbursed expenditures in discharge of their duties;
- (e) All persons who are employed or have been employed by Defendants in the State of California, and who, within the four (4) years of the filing of this

Complaint to the present, have worked as non-exempt employees and have not been provided suitable seating;

(f) All persons who are employed or have been employed by Defendants in the State of California, and who, within the three (3) years of the filing of this Complaint to the present, have worked as non-exempt employees and have been terminated or resigned, and have not been paid wages pursuant to Labor Code section 203 and are owed restitution and waiting time penalties for unpaid wages;

(g) All persons who are employed or have been employed by Defendants in the State of California, and who, within the one (1) year of the filing of this Complaint to the present have worked as non-exempt employees and were not provided an accurate payroll record or wage statement as required under Labor Code sections 226 and 1174;

(h) All persons who are employed or have been employed by Defendants in the State of California, and who, within the four (4) years of the filing of this Complaint to the present, have worked as non-exempt employees and were subjected to unlawful and unfair business practices within the meaning of California's Unfair Competition Law and who suffered injury, including lost money, as a result of Defendants' unlawful and unfair business practices.

47. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary to amend the definition of the Class. Plaintiffs will formally define and designate a class definition at such time when Plaintiffs seek to certify the Class alleged in this Complaint.

48. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure section 382 because there is a well-defined common interest of many persons and it is impractical to bring them all before the court.

49. The Court should permit this action to be maintained as a class action pursuant to Code of Civil Procedure section 382 because:

- 1 (a) The questions of law and fact common to the Class predominate over any
2 question affecting only individual class members;
- 3 (b) A class action is superior to any other available method for the fair and
4 efficient adjudication of the claims of the Class members;
- 5 (c) Class is so numerous that it is impractical to bring all members of the
6 Class before the Court;
- 7 (d) Plaintiffs and Class Members will not be able to obtain effective and
8 economic legal redress unless the action is maintained as a class action;
- 9 (e) There is a community of interest in obtaining appropriate legal and
10 equitable relief for the common law and statutory violations and other
11 improprieties and in obtaining adequate compensation for the damages
12 and injuries which Defendants' actions have inflicted upon Class;
- 13 (f) There is a community of interest in ensuring that the combined assets and
14 available insurance of the Defendants are sufficient to adequately
15 compensate Class Members for the injuries sustained;
- 16 (g) Without class certification, the prosecution of separate actions by
17 individual members of the Class would create a risk of:
- 18 (1) Inconsistent or varying adjudications with respect to individual
19 members of the Class which would establish an incompatible
20 standard of conduct for Defendants; and/or
- 21 (2) Adjudications with respect to the individual members which
22 would, as a practical matter, be dispositive of the interests of other
23 members not parties to the adjudications, or would substantially
24 impair or impede their ability to protect their interests, including
25 but not limited to the potential for exhausting the funds available
26 from those parties who are, or may be, responsible Defendants; and
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1 (h) Defendants have acted or refused to act on grounds generally applicable
2 to Class, thereby making final injunctive relief appropriate with respect to
3 Class as a whole.

4 50. There is a well-defined community of interest in the litigation and Class is
5 readily ascertainable:

- 6 (a) Numerosity: The members of Class (and each subclass, if any) are so
7 numerous that joinder of all members would be unfeasible and impractical.
8 The membership of the entire Class is unknown to Plaintiffs at this time,
9 however, the Class is estimated to be greater than 150 individuals and the
10 identity of such membership is readily ascertainable by inspection of
11 Defendants' records.
- 12 (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect
13 the interests of each Class Member with whom there is a shared, well-defined
14 community of interest, and Plaintiffs' claims (or defenses, if any) are typical
15 of all Class Members' claims as demonstrated herein.
- 16 (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect
17 the interests of each Class Member with whom there is a shared, well-
18 defined community of interest and typicality of claims, as demonstrated
19 herein. Plaintiffs have no conflicts with or interests antagonistic to any
20 Class Member. Plaintiffs' attorneys, the proposed class counsel, are versed
21 in the rules governing class action discovery, certification, and settlement.
22 Plaintiffs have incurred, and throughout the duration of this action, will
23 continue to incur costs and attorneys' fees that have been, are, and will be
24 necessarily expended for the prosecution of this action for the substantial
25 benefit of each class member.
- 26 (d) Superiority: A Class Action is superior to other available methods for the
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1 fair and efficient adjudication of the controversy, including consideration of:

- 2 1. The interests of the members of the Class in individually
- 3 controlling the prosecution or defense of separate actions;
- 4 2. The extent and nature of any litigation concerning the
- 5 controversy already commenced by or against members of the
- 6 Class;
- 7 3. The desirability or undesirability of concentrating the
- 8 litigation of the claims in the particular forum; and
- 9 4. The difficulties likely to be encountered in the management of
- 10 a class action.

11 (e) Public Policy Considerations: The public policy of the State of California is
12 to resolve the California Labor Code claims of many employees through a
13 class action. Indeed, current employees are often afraid to assert their rights
14 out of fear of direct or indirect retaliation. Former employees are also
15 fearful of bringing actions because they believe their former employers
16 might damage their future endeavors through negative references and/or
17 other means. Class actions provide the class members who are not named in
18 the complaint with a type of anonymity that allows for the vindication of
19 their rights at the same time as their privacy is protected.
20

21 51. Plaintiffs contemplate the eventual issuance of notice to the proposed members of
22 the Class that would set forth the subject and nature of the instant action. The Defendants' own
23 business records may be utilized for assistance in the preparation and issuance of the
24 contemplated notices. To the extent that any further notices may be required, Plaintiffs would
25 contemplate the use of additional techniques and forms commonly used in class actions, such as
26 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by
27 other methods suitable to Class and deemed necessary and/or appropriate by the Court.

28 ///

1 **FIRST CAUSE OF ACTION**

2 **Failure to Pay All Wages for All Hours Worked**

3 **(Against Defendants, DOES 1 through 50, and each of them)**

4 52. Plaintiffs and Class Members re-allege and incorporate by reference all preceding
5 paragraphs of this complaint as though fully set forth herein.

6 53. Labor Code section 510, subdivision (a) states in pertinent part: "Any work in
7 excess of eight hours in one workday and any work in excess of 40 hours in any one workweek...
8 shall be compensated at the rate of no less than one and one-half times the regular rate of pay for
9 any employee."

10 54. Labor Code section 1194, subdivision (a) states: "Notwithstanding any agreement
11 to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
12 overtime compensation applicable to the employee is entitled to recover in a civil action the
13 unpaid balance of the full amount of this minimum wage or overtime compensation, including
14 interest thereon, reasonable attorney's fees, and costs of suit."

15 55. Further, pursuant to Labor Code section 1197, payment of less than the minimum
16 wage fixed by the Labor Commission is unlawful.

17 56. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer
18 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the
19 IWC Wage Order(s).

20 57. Pursuant to the IWC Wage Order(s), Defendants are required to pay Plaintiffs and
21 Class Members for all hours worked, meaning the time during which an employee is subject to
22 the control of an employer, including all the time the employee is suffered or permitted to work,
23 whether or not required to do so.

24 58. During the Class Period, Defendants were obligated to pay Plaintiffs and Class
25 Members for all hours worked. However, Defendants failed to pay Plaintiffs and Class Members
26 for all hours worked at the legally mandated wage rates.
27
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1 59. Plaintiffs and Class Members were required to work overtime in excess of eight
2 (8) hours per workday and in excess of forty (40) hours per workweek, but were not paid at the
3 proper overtime rate of pay.

4 60. Labor Code section 204 requires employers to provide employees with all wages
5 due and payable twice a month. Throughout the statute of limitations period applicable to this
6 cause of action, Plaintiffs and Class were entitled to be paid twice a month at rates required by
7 law, including minimum wages. However, during all such times, Defendants systematically
8 failed and refused to pay Plaintiffs and Class all such wages due and failed to pay those wages
9 twice a month.

10 61. Defendants' pattern, practice and uniform administration of corporate policy
11 regarding illegal employee compensation as described herein is unlawful and creates an
12 entitlement, pursuant to Labor Code section 218, to recovery by Plaintiffs and the members of the
13 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the
14 appropriate rate.

15 62. Pursuant to Labor Code section 1194.2(a) (which provides that in any action under
16 Labor Code § 1194, an employee shall be entitled to recover liquidated damages), the members
17 of Class seek recovery of liquidated damages on the straight-time portion of uncompensated hours
18 of work (not including the overtime portion thereof) in an amount equal to the wages unlawfully
19 unpaid and interest thereon.

20 63. That calculation of individual damages for Class Members may at some point be
21 required does not foreclose the possibility of taking common evidence on questions regarding
22 their entitlement to overtime compensation. *Collins v. Rocha* (1972) 7 Cal.3d 232; *Hypolite v.*
23 *Carleson* (1975) 52 Cal.App.3d 566; *Employment Development Dept. v. Superior Court* (1981)
24 30 Cal.3d 256).

25 64. Pursuant to Labor Code sections 218.6 and 1194(a) and Civil Code section 3287,
26 Class Members seek recovery of pre-judgment interest on all amounts recovered herein.

27 65. Pursuant to Labor Code sections 218.5 and/or 1194, Class Members request that
28 the Court award reasonable attorneys' fees and costs incurred by them in this action.

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1 Plaintiffs and Class Members have suffered, and will continue to suffer, damages in an amount
2 which is presently unknown, but which exceed the jurisdictional limits of this Court and which
3 will be ascertained according to proof at trial.

4 73. Plaintiffs, individually and on behalf of Class Members, requests recovery of meal
5 period compensation pursuant to Labor Code section 226.7 for the four (4) years prior to filing
6 this complaint, as well as the assessment of any statutory penalties against Defendants in a sum
7 as provided by the Labor Code and/or other statutes.

8 **THIRD CAUSE OF ACTION**

9 **Failure to Provide Rest Periods or Compensation in Lieu Thereof**

10 **(Against Defendants, DOES 1 through 50, and each of them)**

11 74. Plaintiffs and Class Members re-allege and incorporate by reference all preceding
12 paragraphs of this complaint as though fully set forth herein.

13 75. The IWC Wage Orders and Labor Code section 226.7 provides that employers
14 must authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest
15 time per four (4) work hours or major fraction thereof.

16 76. Labor Code section 226.7, subdivision (b) provides that if an employer fails to
17 provide an employee rest period in accordance with this section, the employer shall pay the
18 employee one (1) hour of pay at the employee's regular rate of compensation for each workday
19 that the rest period is not provided.

20 77. During the Class Period, Defendants did not provide Plaintiffs and Class Members
21 with a ten-minute rest period for every four (4) work hours or major fraction thereof. Therefore,
22 Plaintiffs and Class Members were not provided lawful rest periods.

23 78. Defendants failed and/or refused to implement a policy by which Plaintiffs and
24 Class Members could receive rest periods and/or work free rest periods. By and through its
25 actions, Defendants intentionally and improperly denied rest periods to Plaintiffs and Class
26 Members in violation of Labor Code sections 226.7 and 512.

27 79. At all times relevant hereto, Plaintiffs and Class have worked more than four (4)
28 hours in a workday.

80. By virtue of the Defendants' unlawful failure to provide rest periods to Plaintiffs and Class Members, Plaintiffs and Class Members have suffered, and will continue to suffer, damages, in amounts which are presently unknown, but which exceed the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

81. Plaintiffs, individually and on behalf of employees similarly situated, requests recovery of rest period compensation pursuant to Labor Code section 226.7 for the four (4) years prior to filing this Complaint, as well as the assessment of any statutory penalties against Defendants, and each of them, in a sum as provided by the Labor Code and/or any other statute.

FOURTH CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage Statements

(Against Defendants, DOES 1 through 50, and each of them)

82. Plaintiffs and Class re-allege and incorporate by reference all preceding paragraphs of this complaint as though fully set forth herein.

83. Labor Code section 1174, subdivision (d) requires an employer to keep at a central location in California, or at the plant or establishment at which the employee is employed, payroll records showing the hours worked daily by, and the wages paid to, each employee.

84. Labor Code section 226, subdivision (a) requires an employer to provide employees—either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash—an accurate itemized wage statement in writing showing

(1) gross wages earned, (2) total hours worked by the employee . . . , (4) all deductions . . . , (5) net wages, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer . . . , and (9) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee

1 85. Moreover, the IWC Wage Orders require that every employer shall keep accurate
2 information with respect to each employee, including time records showing when each employee
3 begins and ends each work period, the total daily hours worked by each employee and the total
4 hours worked in each payroll period, applicable rates of pay.

5 86. Plaintiffs are informed and believe that Defendants willfully and intentionally
6 failed to make and/or keep records which accurately reflect the hours worked by Plaintiffs and
7 Class. Specifically, Plaintiffs believe that Defendants' records do not accurately reflect when
8 Plaintiffs and Class worked during their meal and rest periods and/or took untimely meal periods,
9 or worked for hours not paid. Defendants also failed to provide the employer entity correct
10 address and names on the wage statements and wrongfully listed sick pay in the total number of
11 hours worked.

12 87. Labor Code section 226, subdivision (e) provides that if an employer knowingly
13 and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned,
14 the total hours worked by the employee and the applicable hourly overtime rates, causing the
15 employee injury, then the employee is entitled to recover the greater of all actual damages or
16 fifty dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each
17 subsequent violation, up to four thousand dollars (\$4,000.00). Plaintiffs is informed and believes
18 that Defendants willfully failed to make or keep accurate records for Plaintiffs and Class.

19 88. Plaintiffs are informed and believe that Defendants' failure to keep accurate
20 payroll records, as described above, violated Labor Code section 1174, subdivision (d) and
21 section 226, subdivision (a), and the applicable IWC Wage Order(s). Pursuant to Labor Code
22 section 2699, subdivision (f)(2), Plaintiffs and Class are entitled to penalties of \$100.00 and for
23 the initial violation and \$200.00 for each subsequent violation for every pay period during which
24 these records and information were not kept by Defendants.

25 89. Plaintiffs are informed and believe that Defendants' failure to keep and maintain
26 accurate records and information, as described above, was willful, and Plaintiffs and Class are
27 entitled to statutory penalties pursuant to Labor Code section 1174.5.

28 ///

1 **FIFTH CAUSE OF ACTION**

2 **Failure to Pay Wages upon Termination of Employment**

3 **(Against Defendants, DOES 1 through 50, and each of them)**

4 90. Plaintiffs and Class re-allege and incorporate by reference all preceding
5 paragraphs of this complaint as though fully set forth herein.

6 91. Plaintiffs' employment with Defendants ended on or about May 23, 2023. As of
7 the day of this complaint filing Defendants failed to pay Plaintiffs their final pay check. Plaintiffs
8 and certain Class who ended their employment with Defendants during the Class Period, were
9 entitled to be promptly paid for all hours worked, including lawful regular time compensation,
10 overtime compensation, double-time compensation, and other premiums, as required by Labor
11 Code sections 201 through 203. Plaintiffs are also entitled to meal period and rest period premium
12 pay in accordance with Labor Code sections 226 and 226.7.

13 92. Plaintiffs and Class were not compensated for their unlawful and/or missed meal
14 periods and/or rest periods, and were not paid proper regular time compensation, overtime
15 compensation or double-time compensation in accordance with law as a result of Defendants'
16 illegal rounding practice.

17 93. To date, Plaintiffs and Class Members who ended their employment with
18 Defendants during the Class Period have not been compensated for all hours worked.

19 94. Plaintiffs and the affected Class Members seek the payment of penalties pursuant
20 to Labor Code section 203, according to proof.

21 95. Plaintiffs are also entitled to attorneys' fees and costs, pursuant to Labor Code
22 section 1194, and prejudgment interest.

23 **SIXTH CAUSE OF ACTION**

24 **Failure to Reimburse for Necessary Business Expenditures**

25 **(Against Defendants, DOES 1 through 50, and each of them)**

26 96. Plaintiffs and Class re-allege and incorporate by reference all the above paragraphs
27 of this complaint as if fully alleged herein.

28 97. California Labor Code §2802, states "An employer shall indemnify his or her

1 employee for all necessary expenditures or losses incurred by the employee in direct consequence
2 of the discharge of his or her duties."

3 98. Plaintiffs and Class were not reimbursed by Defendants for necessary expenditures
4 as a direct consequence of the discharge of their duties.

5 99. Defendants knowingly, willingly and intentionally attempted to offset the cost of
6 doing business on the Plaintiffs and Class.

7 100. Defendants had a corporate practice and policy of requiring Plaintiffs and Class to
8 shoulder the burden of Defendants' cost of doing business by failing to reimburse Plaintiffs and
9 Class for necessary expenditures, specifically requiring Plaintiffs and Class to use their personal
10 cell phones.

11 101. Accordingly, Plaintiffs and Class are entitled to an award of "necessary
12 expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's
13 fees and interest.

14 **SEVENTH CAUSE OF ACTION**

15 **Unfair Business Practices**

16 **(Against Defendants, DOES 1 through 50, and each of them)**

17 102. Plaintiffs and Class re-allege and incorporate by reference all preceding
18 paragraphs of this complaint as though fully set forth herein.

19 103. Business and Professions Code section 17200 et seq. (also referred to herein as the
20 "Unfair Business Practices Act" or "Unfair Competition Law") prohibits unfair competition in
21 the form of any unlawful, unfair or fraudulent business act or practice.

22 104. Business and Professions Code section 17204 allows "a person who has suffered
23 injury in fact and has lost money or property as a result of the unfair competition" to prosecute a
24 civil action for violation of the Unfair Competition Law ("UCL").

25 105. Labor Code section 90.5, subdivision (a) states that it is the public policy of
26 California to vigorously enforce minimum labor standards in order to ensure employees are not
27 required to work under substandard and unlawful conditions, and to protect employers who
28 comply with the law from those who attempt to gain competitive advantage at the expense of their

workers by failing to comply with minimum labor standards.

106. Beginning at an exact date unknown to Plaintiffs, but at least since the date four (4) years prior to the filing of this lawsuit, Defendants have committed acts of unfair competition as defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair and fraudulent business practices and acts described in this Complaint including but not limited to violations of Labor Code sections 201-204, 226, 226.7, 246, 510, 512, 1174, 1197, 1198 and 2802 as well as other statutes.

107. The violations of these laws and regulations, as well as of the fundamental California public policies protecting workers, serve as unlawful predicate acts and practices for purposes of Business and Professions Code section 17200 et seq.

108. The acts and practices described above constitute unfair, unlawful and fraudulent business practices, and unfair competition, within the meaning of Business and Professions Code section 17200 et seq. Among other things, the acts and practices have forced Plaintiffs and other similarly situated employees to labor for many consecutive hours without receiving the meal and rest periods and overtime compensation to which they are entitled by law, while enabling Defendants to gain an unfair competitive advantage over law-abiding employers and competitors.

109. As a result of Defendants' acts, Plaintiffs and Class Members have suffered injury in fact in being denied their statutorily entitled meal and rest periods and full compensation for hours worked.

110. As a direct and proximate result of the aforementioned acts and practices, Plaintiffs and Class have suffered lost wages in an amount to be proven at trial.

111. Business and Professions Code section 17203 provides that a court may make such orders or judgments as may be necessary to prevent the use or employment by any person of any practice which constitutes unfair competition. Injunctive relief is necessary and appropriate to prevent Defendants from repeating its unlawful, unfair and fraudulent business acts and business practices alleged above.

112. Business and Professions Code section 17203 provides that the Court may restore to any person in interest any money or property that may have been acquired by means of such

1 unfair competition. Plaintiffs and Class are entitled to restitution pursuant to Business and
2 Professions Code section 17203 for all wages and payments unlawfully withheld from employees,
3 including the fair value of the meal and rest periods taken away from them during the four-year
4 period prior to the filing of this Complaint, as well as for all expenses or losses incurred by
5 Plaintiffs and Class in direct consequence of the discharge of his or her duties, or of his or her
6 obedience to the directions of the employer.

7 113. Business and Professions Code section 17202 provides, “Notwithstanding section
8 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,
9 forfeiture, or penal law in a case of unfair competition.” Plaintiffs and Class are entitled to enforce
10 all applicable penalty provisions of the Labor Code pursuant to Business and Professions Code
11 section 17202.

12 114. Plaintiffs’ success in this action will enforce important rights affecting public
13 interest, and in that regard, Plaintiffs sue on behalf of the general public, as well as themselves
14 and other similarly situated employees. Plaintiffs and Class seek and are entitled to restitution,
15 civil penalties, declaratory and injunctive relief, and all other equitable remedies owing them.

16 115. Plaintiffs herein takes upon themselves enforcement of these laws and lawful
17 claims. There is a financial burden involved in pursuing this action. The action is seeking to
18 vindicate a public right, and it would be against the interests of justice to penalize Plaintiffs by
19 forcing him to pay attorneys' fees from the recovery in this action. Attorneys’ fees are appropriate
20 pursuant to Code of Civil Procedure section 1021.5 and otherwise.

21 **PRAYER FOR RELIEF**

22 Plaintiffs, individually, and on behalf of all others similarly situated only with respect
23 to the class claims, prays for relief and judgment against Defendants, jointly and severally, as
24 follows:

25 **Class Certification**

26 1. That this action be certified as a class action with respect to the First, Second,
27 Third, Fourth, Fifth, Sixth and Seventh Causes of Action;
28

1 2. That Plaintiffs be appointed as the representatives of the Class; and

2 3. That counsel for Plaintiffs be appointed as Class Counsel.

3 As to the First Cause of Action

4 4. That the Court declare, adjudge and decree that Defendants violated California
5 Labor Code §§ 204, 510, 1194, 1198 and applicable IWC Wage Orders by willfully failing
6 to pay all minimum wages due;

7 5. For general unpaid wages as may be appropriate;

8 6. For pre-judgment interest on any unpaid compensation commencing from the
9 date such amounts were due;

10 7. For liquidated damages;

11 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
12 California Labor Code § 1194(a); and,

13 9. For such other and further relief as the Court may deem equitable and
14 appropriate.

15 As to the Second Cause of Action

16 10. That the Court declare, adjudge and decree that Defendants violated California
17 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

18 11. For unpaid meal period premium wages as may be appropriate;

19 12. For pre-judgment interest on any unpaid compensation commencing from the
20 date such amounts were due;

21 13. For reasonable attorneys' fees under California Code of Civil Procedure §
22 1021.5, and for costs of suit incurred herein; and

23 14. For such other and further relief as the Court may deem equitable and
24 appropriate.

25 As to the Third Cause of Action

1 15. That the Court declare, adjudge and decree that Defendants violated California
2 Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

3 16. For unpaid rest period premium wages as may be appropriate;

4 17. For pre-judgment interest on any unpaid compensation commencing from the
5 date such amounts were due;

6 18. For reasonable attorneys' fees under California Code of Civil Procedure §
7 1021.5, and for costs of suit incurred herein; and

8 19. For such other and further relief as the Court may deem equitable and
9 appropriate.
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11 As to the Fourth Cause of Action

12 20. That the Court declare, adjudge and decree that Defendants violated the record
13 keeping provisions of California Labor Code § 226(a). Labor Code § 246 (i) and applicable
14 IWC Wage Orders, and willfully failed to provide accurate itemized wage statements
15 thereto;

16 21. For penalties and actual damages pursuant to California Labor Code § 226(e);

17 22. For injunctive relief to ensure compliance with this section, pursuant to
18 California Labor Code § 226(h);

19 23. For reasonable attorneys' fees and for costs of suit incurred herein; and

20 24. For such other and further relief as the Court may deem equitable and
21 appropriate.
22

23 As to the Fifth Cause of Action

24 25. That the Court declare, adjudge and decree that Defendants violated Labor Code
25 § 2802 and the IWC Wage Orders;

26 26. For general unpaid wages and reimbursement of business expenses as may be
27 appropriate;
28

1 27. For pre-judgment interest on any unpaid compensation commencing from the
2 date such amounts were due;

3 28. For reasonable attorneys' fees and for costs of suit incurred herein; and

4 29. For such other and further relief as the Court may deem equitable and
5 appropriate.

6 As to the Sixth Cause of Action

7 30. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code §§ 201, 202, and 203 by willfully failing to pay all compensation owed at the
9 time of termination of the employment;

10 31. For statutory wage penalties pursuant to California Labor Code § 203 for former
11 employees who have left Defendants' employ;

12 32. For pre-judgment interest on any unpaid wages from the date such amounts were
13 due;

14 33. For reasonable attorneys' fees and for costs of suit incurred herein; and

15 34. For such other and further relief as the Court may deem equitable and
16 appropriate.
17

18 As to the Seventh Cause of Action

19 35. That the Court declare, adjudge and decree that Defendants violated California
20 Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked
21 (including minimum and overtime wages), failing to provide meal periods, failing to
22 maintain accurate records of meal periods, failing to authorize and permit rest periods, and
23 failing to maintain accurate records of all hours worked and meal periods, failing to furnish
24 accurate wage statements, and failing to indemnify necessary business expenses;

25 36. For restitution of unpaid wages to Plaintiffs and all Class Members and
26 prejudgment interest from the day such amounts were due and payable;
27
28

37. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code §§ 17200 *et seq.*;

38. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 1021.5;

39. For injunctive relief to ensure compliance with this section, pursuant to California Business & Professions Code §§ 17200, *et seq.*; and,

40. For such other and further relief as the Court may deem equitable and appropriate.

As to all Causes of Action

41. For any additional relief that the Court deems just and proper.

Dated: May 26, 2023

TUNYAN LAW, APC

Thom

Lilit Tunyan
Artur Tunyan

Attorneys for Plaintiffs ANA MARIA PEDERIA
and LOURDES PATRICIA AVALOS, individually
and on behalf of all others similarly situated

1
2 **DEMAND FOR JURY TRIAL**
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5 Plaintiffs ANA MARIA PEDERIA and LOURDES PATRICIA AVALOS hereby
6 demand a jury trial on all issues so triable.
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9 Dated: May 26, 2023

TUNYAN LAW, PAC

10
11 

12 _____
Lilit Tunyan

13 Artur Tunyan

14 Attorneys for Plaintiffs ANA MARIA PEDERIA
15 and LOURDES PATRICIA AVALOS,
16 individually and on behalf of all others similarly
17 situated
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Exhibit “A”



Lilit Tunyan, Esq.
1336 Rossmoyne Avenue,
Glendale, CA 91207
Tel: (323) 410-5050
ltunyan@tunyanlaw.com

May 26, 2023

VIA CERTIFIED MAIL

Return Receipt Requested

Agent for Service of Process for
Glass House Brands Inc.
Kyle D. Kazan
3645 Long Beach Boulevard
Long Beach, California 90807

VIA CERTIFIED MAIL

Return Receipt Requested

Agent for Service of Process for
GH Camarillo LLC
Kyle D. Kazan
3645 Long Beach Boulevard
Long Beach, California 90807

VIA CERTIFIED MAIL

Return Receipt Requested

Agent for Service of Process for
Labor Force Management, Inc.
Frank De La Garza Jr.
28806 Avenue 15
Madera, California 93638

VIA CERTIFIED MAIL

Return Receipt Requested

Agent for Service of Process for
Glass House Farm LLC
Kyle D. Kazan
3645 Long Beach Boulevard
Long Beach, California 90807

VIA CERTIFIED MAIL

Return Receipt Requested

Agent for Service of Process for
Mission Health Associates, Inc.
Kyle D. Kazan
3645 Long Beach Boulevard
Long Beach, California 90807

VIA CERTIFIED MAIL

Return Receipt Requested

Agent for Service of Process for
Glass House Manufacturing, LLC
Kyle D. Kazan
3645 Long Beach Boulevard
Long Beach, California 90807

VIA CERTIFIED MAIL

Return Receipt Requested

Agent for Service of Process for
Glass House Camarillo Cultivation, LLC
Kyle D. Kazan
3645 Long Beach Boulevard
Long Beach, California 90807

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

Re: Pederia, et al. v. Glass House Brands, Inc., et al.

To Whom It May Concern:

Please be advised that my office has been retained by Lourdes Patricia Avalos and Ana Maria Pederia ("Plaintiffs") to pursue a Labor Code Private Attorney General Act (PAGA)

representative action (Cal. Lab. Code §§ 2699, *et seq.*) against their former employers Glass House Brands Inc., Labor Force Management, Inc., Mission Health Associates, Inc., Glass House Camarillo Cultivation, LLC, Glass House Farm LLC, GH Camarillo LLC, Glass House Manufacturing, LLC (“Defendants”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiffs allege Defendants engaged in with respect to Plaintiffs and all of Defendants’ aggrieved employees.

Plaintiffs wish to pursue a PAGA representative action on behalf of themselves as aggrieved employees, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendants in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the “Aggrieved Employees”).

Plaintiffs and the Aggrieved Employees of Defendants suffered the Labor Code violations described below.

Factual Background Regarding Plaintiffs' Employment with Defendants

Defendants own and operate an industry, business, and establishment within the State of California, including Los Angeles County. As such, Defendants are subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission (“IWC”).

Plaintiff Lourdes Patricia Avalos worked for Defendants as a harvester from March 2023 to May 23, 2023. Plaintiff Ana Maria Pederia worked for Defendants as a harvester from January 2023 to May 23, 2023.

Defendants classified Plaintiffs as non-exempt from overtime. During the time period that Plaintiffs were employed by Defendants, Plaintiffs typically worked 5 days per week and over 8 hours each workday.

Throughout Plaintiffs' employment, Defendants committed numerous labor code violations under state law. As discussed below, Plaintiffs' experience working for Defendants was typical and illustrative.

Failure to Pay for All Hours Worked, Including Overtime

Under California law, an employer must pay for all hours worked by an employee. “Hours worked” is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory time period, Defendants maintained a policy and practice of failing to pay Plaintiffs and the Aggrieved Employees for all hours worked including straight time wages and overtime wages. Throughout the statutory period, Defendants maintained a policy and practice of requiring Plaintiff and the Aggrieved Employees to perform work “off-the-clock”. During the statutory period Defendant regularly required Plaintiffs and the Aggrieved Employees to arrive earlier than their start of the scheduled shift to make sure they clock in to work not later than the scheduled start of the shift since Plaintiffs and the Aggrieved employees were required in line with other employees to use the punch machine for clocking in to work but were not compensated for that time. While Plaintiffs and the Aggrieved Employees were required to arrive earlier than their scheduled shifts, they were not allowed by Defendants to punch in earlier than their start time of the shift. Plaintiffs and the Aggrieved Employees were also required to stay in line with other employees to clock in and out to work for their meal periods. Plaintiffs’ and the Aggrieved Employees’ meal periods were cut short by the time they spent walking to the meal period area as well as staying in line with other employees to clock out and clock back in back to work by the end of 30-minute meal periods. Plaintiffs and the Aggrieved Employees were also required to communicate with their supervisors regarding their schedule and work-related tasks after their scheduled shift over the phone but were not compensated for that time. In maintaining a practice of not paying all wages owed, Defendants failed to maintain accurate records of the hours Plaintiffs and the Aggrieved Employees worked. In doing so, Defendants also failed to maintain accurate records of the hours Plaintiffs and the Aggrieved Employees worked.

As a result, Defendants are liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendants wrongfully failed to provide Plaintiffs and the Aggrieved Employees with legally compliant meal periods. Defendants regularly required

Plaintiffs and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiffs and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Defendants did not adequately inform Plaintiffs and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Moreover, Defendants did not have adequate written policies or practices providing meal periods for Plaintiffs and the Aggrieved Employees, nor did Defendants have adequate policies or practices regarding the timing of meal periods. Plaintiffs and the Aggrieved Employees often times took their first meal periods late. Plaintiffs' and the Aggrieved Employees' meal periods were cut short by the time they spent walking to the meal period area as well as staying in line with other employees to clock out and clock back in back to work by the end of 30-minute meal periods. Accordingly, Defendants' policy and practice was to not provide meal periods to Plaintiffs and the Aggrieved Employees in compliance with California law.

Plaintiffs and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendants, however, regularly failed to pay Plaintiffs and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendants are liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Authorize and Permit Rest Periods

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendants, however, wrongfully failed to authorize and permit Plaintiffs and the Aggrieved Employees to take timely and duty-free rest periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Defendants did not adequately inform Plaintiffs and the Aggrieved Employees of their right to take a rest period. Moreover, Defendants did not have adequate policies or practices permitting or authorizing rest periods for Plaintiffs and the Aggrieved Employees, nor did Defendants have

adequate policies or practices regarding the timing of rest periods. Accordingly, Defendants' policy and practice was for Plaintiffs and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiffs and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendants, however, regularly failed to pay Plaintiffs and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendants are liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked

Plaintiffs seek penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendants, however, failed to maintain accurate records of hours worked and all meal periods taken or missed by Plaintiffs and the Aggrieved Employees.

Defendants' failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiffs and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiffs and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiffs and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendants are liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Reimburse and Indemnify Expenses

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of the employer.

Throughout the statutory period, Defendants wrongfully required Plaintiffs and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants without reimbursement, which included the usage of personal cell phones for work. Plaintiffs and the Aggrieved Employees were required to use their personal cell phones to respond and make work-related calls and text messages to their supervisors, but Defendants failed to compensate for personal cell phone usage. Plaintiffs and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendants, and Defendants have failed to indemnify Plaintiffs and the Aggrieved Employees for these employment-related expenses.

Failure to Timely Pay All Wages at Termination

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

Within the applicable statute of limitations, the employment of Plaintiffs and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. Plaintiffs' employment was terminated on May 23, 2023. As of the day of this notice filing Defendants failed to pay Plaintiffs their final pay check. Additionally, during the relevant time period, Defendants failed, and continue to fail to pay Plaintiffs and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ. These unpaid wages include wages for unpaid work time including straight time and overtime wages, missed meal periods, and missed rest periods.

Defendants' conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

Accordingly, Plaintiffs and the Aggrieved Employees are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” Lab. Code § 226(e)(1).

Defendants intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly identify overtime hours, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendants violating Labor Code § 226, Plaintiffs and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiffs and the Aggrieved Employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants’ failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendants are liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Plaintiffs and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. Lab. Code § 204(a). The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendants systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages for unpaid wages, and Plaintiffs and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendants are liable to Plaintiffs and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Failure to Provide Access to Shade and Failure to Implement Heat Illness Prevention Plan

California Code of Regulations title 8, Section 3395(d) provides that shade shall be present when the temperature exceeds 80 degrees Fahrenheit. When the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or more areas with shade at all times while employees are present that are either open to the air or provided with ventilation or cooling.

California Code of Regulations. title 8, Section 3395(d) also provides that employees shall be allowed and encouraged to take a preventative cool-down rest in the shade when they feel the need to do so to protect themselves from overheating. Such access to shade shall be permitted at all times.

California Code of Regulations title 8, Section 3395(i) provides that the employer shall establish, implement, and maintain, an effective heat illness prevention plan.

However, Defendants failed to maintain proper ventilation and air conditioning at the warehouse and has not taken feasible means to sufficiently reduce such excessive heat. The temperature in the warehouse was often times more than 100 degrees Fahrenheit. As a result, Plaintiffs and Aggrieved Employees suffered injuries at their workplace due to the excessive heat, and Defendants failed to provide shade and to establish and maintain a heat illness prevention plan.

Failure to Provide Suitable Seats

Pursuant to applicable IWC Section 14(A) all working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats. IWC Section 14(B) states that when employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work areas and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.

However, Defendants failed to provide Plaintiffs and the Aggrieved Employees with suitable seats.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiffs allege that Defendants violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements;
8. Labor Code § 204 by failing to pay all earned wages two times per month;

9. California Code of Regulations title 8, Section 3395(d) and (i) for failure to provide access to shade and failure to implement heat illness prevention plan; and

10. IWC applicable order for failure to provide suitable seats.

Therefore, on behalf of all Aggrieved Employees, Plaintiffs seek applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 558, 1174.5, 1197.1, 2802, and 2699(f)(2).

Plaintiffs have placed Defendants on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service, as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiffs become aware of additional compensation owed or losses incurred by Plaintiffs or by any other aggrieved employee of Defendants or any additional facts, Plaintiffs expressly reserve the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



Lilit Tunyan, Esq.
Partner
TUNYAN LAW, APC