1 2 3 4 5 6 7 8 9 10	AEGIS LAW FIRM, PC SAMUEL A. WONG, State Bar No. 217104 KASHIF HAQUE, State Bar No. 218672 JESSICA L. CAMPBELL, State Bar No. 313435 JORDAN WYSOCKI, State Bar No. 334671 9811 Irvine Center Drive, Suite 100 Irvine, California 92618 Telephone: (949) 379-6250 Facsimile: (949) 379-6251 jcampbell@aegislawfirm.com jwysocki@aegislawfirm.com Attorneys for Plaintiff Adriana Mora, individually and on behalf of all others simila	Clerk of the Superior Court By Melinda McClure,Deputy Clerk	
11	FOR THE COUNTY OF SAN DIEGO		
12	ADRIANA MORA, individually and on	Case No. 37-2020-00038089-CU-OE-CTL	
13 14	behalf of all others similarly situated,		
14	Plaintiff,	Assigned for All Purposes to: Hon. Timothy Taylor	
16	VS.	Dept. C-72	
17	GO GREEN NORCAL, LLC; and DOES 1 through 20, inclusive,	FIRST AMENDED CLASS ACTION COMPLAINT FOR:	
18	Defendant.	1. Failure to Pay Wages;	
19		2. Failure to Provide Meal Periods;	
20		3. Failure to Permit Rest Breaks;	
21		4. Failure to Provide Accurate Itemized Wage	
22 22		Statements;	
23 24		5. Failure to Pay All Wages Due Upon Separation of Employment; and	
25 26		 Violation of Business and Professions Code §§ 17200, <i>et seq</i>. 	
20 27 28		7. Enforcement of Labor Code § 2698 <i>et seq.</i> ("PAGA")	
	FIRST AMENDED CI	LASS ACTION COMPLAINT	

Plaintiff Adriana Mora, individually and on behalf of others similarly situated, alleges as follows:

3

1

2

NATURE OF ACTION AND INTRODUCTORY STATEMENT

Plaintiff Adriana Mora ("Plaintiff") brings this putative class and representative
 action pursuant to the Private Attorneys General Act of 2004, Cal. Lab. Code. § 2698 *et seq.*,
 against defendant Go Green NorCal, LLC; and DOES 1 through 20, inclusive (collectively,
 "Defendant"), on behalf of herself individually and on behalf of non-exempt employees employed
 by Defendant throughout California.

9

16

17

18

19

20

2. Defendant is in the business of agriculture.

Through this action, Plaintiff alleges that Defendant has engaged in a systematic
 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
 Commission ("IWC") Wage Orders, all of which contribute to Defendant's deliberate unfair
 competition.

- Plaintiff is informed and believes, and thereon alleges, that Defendant has increased
 their profits by violating state wage and hour laws by, among other things:
 - (a) Failing to pay all wages (including minimum wage and overtime wages);
 - (b) Failing to provide meal periods or compensation in lieu thereof;
 - (c) Failing to authorize or permit rest breaks or provide compensation in lieu thereof;
 - (d) Failing to provide accurate itemized wage statements; and
 - (e) Failing to pay all wages due upon separation of employment.

5. Plaintiff brings this lawsuit seeking monetary relief against Defendant on behalf of
herself and all others similarly situated in California to recover, among other things, unpaid wages
and benefits, interest, attorneys' fees, costs and expenses and penalties pursuant to Labor Code §§
201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
1197.1, 1198, 1199, and 2698, *et seq*.
///

- 27 ///
- 27
- 28 ///

1	JURISDICTION AND VENUE
2	6. This is a class action, pursuant to California Code of Civil Procedure § 382. The
3	monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdictional limits of
4	the Superior Court and will be established according to proof at trial.
5	7. This Court has jurisdiction over this action pursuant to the California Constitution,
6	Article VI, § 10, which grants the Superior Court original jurisdiction in all causes except those
7	given by statutes to other courts. The statutes under which this action is brought do not specify
8	any other basis for jurisdiction.
9	8. This Court has jurisdiction over all Defendant because, upon information and
10	belief, they are citizens of California, have sufficient minimum contacts in California or otherwise
11	intentionally avail themselves of the California market so as to render the exercise of jurisdiction
12	over them by the California courts consistent with traditional notions of fair play and substantial
13	justice.
14	9. Venue is proper in this Court because, upon information and belief, Defendant
15	resides, transacts business or has offices in this county, or the acts and omissions alleged herein
16	took place in this county.
17	THE PARTIES
18	10. Plaintiff is a citizen of California. Plaintiff was employed by Defendant during the
19	Class Period in California.
20	11. Plaintiff is informed and believes, and thereon alleges, that Defendant at all times
21	hereinafter mentioned, were and are employers as defined in and subject to the Labor Code and
22	IWC Wage Orders, whose employees were and are engaged throughout this county and the State
23	of California.
24	12. Plaintiff is unaware of the true names or capacities of the defendant sued herein
25	under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
26	Complaint and serve such fictitiously named defendant once their names and capacities become
27	known.
28	
	-2- FIRST AMENDED CLASS ACTION COMPLAINT

1 13. Plaintiff is informed and believes, and thereon alleges, that each defendant acted in 2 all respects pertinent to this action as the agent of the other defendant, carried out a joint scheme, 3 business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally 4 attributable to the other defendant. Furthermore, defendant in all respects acted as the employer 5 and/or joint employer of Plaintiff and the class members.

6 14. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
7 and omissions alleged herein were performed by, or are attributable to, Defendant and/or DOES 1
8 through 20, acting as the agent or alter ego for the other, with legal authority to act on the other's
9 behalf. The acts of any and all Defendant were in accordance with, and represent, the official
10 policy of Defendant.

11 15. At all relevant times, Defendant, and each of them, acted within the scope of such
12 agency or employment, or ratified each and every act or omission complained of herein. At all
13 relevant times, Defendant, and each of them, aided and abetted the acts and omissions of each and
14 all the other Defendant in proximately causing the damages herein alleged.

15 16. Plaintiff is informed and believes, and thereon alleges, that each of said Defendant
16 is in some manner intentionally, negligently or otherwise responsible for the acts, omissions,
17 occurrences and transactions alleged herein.

18

CLASS ACTION ALLEGATIONS

19 17. Plaintiff brings this action under Code of Civil Procedure § 382 on behalf of herself
20 and all others similarly situated who were affected by Defendant's Labor Code, Business and
21 Professions Code §§ 17200 and IWC Wage Order violations.

18. All claims alleged herein arise under California law for which Plaintiff seeks relief
authorized by California law.

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

24 25 19.

26

27 ///

///

///

28 ///

1		Class
2		All California citizens currently or formerly employed as non-exempt employees by Defendant in the State of California at any time between April 25, 2016 ¹ and the
3		date of class certification.
4	20.	Plaintiff also seeks to certify the following Subclass of employees:
5		Waiting Time Subclass
6		All members of the Class who separated their employment from Defendant at any time between April 25, 2017 and the date of class certification.
7	21.	Members of the Class and Subclass described above will be collectively referred to
8	as "class mer	mbers." Plaintiff reserves the right to establish other or additional subclasses, or
9	modify any C	Class or Subclass definition, as appropriate based on investigation, discovery and
10	specific theor	ies of liability.
11	22.	This action has been brought and may properly be maintained as a class action
12	under the Cal	ifornia Code of Civil Procedure § 382 because there are common questions of law
13	and fact as to the Class that predominate over questions affecting only individual members	
14	including, but not limited to:	
15	(a)) Whether Defendant paid Plaintiff and class members for all wages (minimum and
16		overtime);
17	(b)) Whether Defendant deprived Plaintiff and class members of timely meal periods;
18	(c)) Whether Defendant deprived Plaintiff and class members of rest breaks;
19	(d)) Whether Defendant failed to timely pay Plaintiff and former class members all
20		wages due upon termination or within 72 hours of resignation;
21	(e)) Whether Defendant failed to furnish Plaintiff and class members with accurate,
22		itemized wage statements; and
23	(f)	Whether Defendant engaged in unfair business practices in violation of Business &
24		Professions Code §§ 17200, et seq.
25	23.	There is a well-defined community of interest in this litigation and the Class is
26	readily ascerta	ainable:
27		
28		of limitations for this matter was tolled between April 6, 2020 and October 1, 2020, al. Rules of Court, Appendix I, Emergency Rule No. 9. -4-

1(a)Numerosity: The members of the Class are so numerous that joinder of all2members is impractical. Although the members of the Class are unknown3to Plaintiff at this time, on information and belief, the Class is estimated to4be greater than 100 individuals. The identity of the class members are5readily ascertainable by inspection of Defendant's employment and payroll6records.

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

- (b) <u>Typicality</u>: The claims (or defenses, if any) of Plaintiff are typical of the claims (or defenses, if any) of the Class because Defendant's failure to comply with the provisions of California wage and hour laws entitled each class member to similar pay, benefits and other relief. The injuries sustained by Plaintiff are also typical of the injuries sustained by the Class because they arise out of and are caused by Defendant's common course of conduct as alleged herein.
- (c) <u>Adequacy</u>: Plaintiff is qualified to, and will fairly and adequately represent and protect the interests of all members of the Class because it is in her best interest to prosecute the claims alleged herein to obtain full compensation and penalties due to her and the Class. Plaintiff's attorneys, as proposed class counsel, are competent and experienced in litigating large employment class actions and are versed in the rules governing class action discovery, certification and settlement. Plaintiff has incurred and, throughout the duration of this action, will continue to incur attorneys' fees and costs that have been and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
 - (d) <u>Superiority</u>: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for each Class. If -5-

1	appropriate this Court can, and is empowered to, fashion methods to
2	efficiently manage this case as a class action.
3	(e) <u>Public Policy Considerations</u> : Employers in the State of California and
4	other states violate employment and labor laws every day. Current
5	employees are often afraid to assert their rights out of fear of direct or
6	indirect retaliation. Former employees are fearful of bringing actions
7	because they believe their former employers might damage their future
8	endeavors through negative references and/or other means. Class actions
9	provide the class members who are not named in the complaint with a type
10	of anonymity that allows for the vindication of their rights at the same time
11	as affording them privacy protections.
12	GENERAL ALLEGATIONS
13	24. At all relevant times mentioned herein, Defendant employed Plaintiff and other
14	persons as non-exempt employees.
15	25. Plaintiff was employed in a non-exempt position at Defendant's California business
16	location(s).
17	26. Defendant continues to employ non-exempt employees within California.
18	27. Plaintiff is informed and believes, and thereon alleges, that at all times herein
19	mentioned, Defendant was advised by skilled lawyers, employees and other professionals who
20	were knowledgeable about California's wage and hour laws, employment and personnel practices
21	and the requirements of California law.
22	28. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
23	should have known that Plaintiff and class members were entitled to receive all required meal
24	periods or payment of one (1) additional hour of pay at Plaintiff and class members' regular rate
25	of pay when they did not receive a timely meal period. In violation of the Labor Code and IWC
26	Wage Orders, Plaintiff and class members did not receive all timely meal periods or payment of
27	one (1) additional hour of pay at Plaintiff and class members' regular rate of pay when they did
28	not receive a timely meal period.
	-6-

1 29. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or 2 should have known that Plaintiff and class members were entitled to receive all rest breaks or 3 payment of one (1) additional hour of pay at Plaintiff and class members' regular rate of pay when 4 a rest break was missed. In violation of the Labor Code and IWC Wage Orders, Plaintiff and class 5 members did not receive all rest breaks or payment of one (1) additional hour of pay at Plaintiff 6 and class members' regular rate of pay when a rest break was missed.

7 30. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
8 should have known that Plaintiff and class members were entitled to receive itemized wage
9 statements that accurately showed their gross and net wages earned, inclusive dates of pay periods,
10 total hours worked and all applicable hourly rates in effect and the number of hours worked at each
11 hourly rate in accordance with California law. In violation of the Labor Code, Plaintiff and class
12 members were not provided with accurate itemized wage statements.

13 31. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
14 should have known that Plaintiff and Waiting Time Subclass members were entitled to timely
15 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff
16 and Waiting Time Subclass members did not receive payment of all wages within permissible time
17 periods.

18 32. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
19 should have known they had a duty to compensate Plaintiff and class members, and Defendant had
20 the financial ability to pay such compensation but willfully, knowingly and intentionally failed to
21 do so all in order to increase Defendant's profits.

FIRST CAUSE OF ACTION
 FAILURE TO PAY WAGES
 (Violation of Labor Code §§ 200 *et seq.*, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and IWC Wage Order)
 33. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

28

1	34. During the relevant time period, Defendants were required to compensate Plaintiff
2	and class members for all hours worked, pursuant to Labor Code §§ 200 et seq., 510, 558, 1194,
3	1198, and the applicable IWC Wage Order.

4 35. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees fixed
5 by the IWC is the minimum wage to be paid to employees, and the payment of a lesser wage than
6 the minimum so fixed is unlawful.

7 36. Plaintiff and Class Members were employees entitled to the protections of Labor
8 Code §§ 1194 and 1197.

9 37. Labor Code § 510 codifies the right to overtime compensation at one and one-half
10 times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40)
11 hours in a week or for the first eight (8) hours worked on the seventh day of work, and overtime
12 compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a
13 day or in excess of eight (8) hours in a day on the seventh day of work.

14 38. During the relevant time period, Defendants regularly failed to pay all wages to
15 Plaintiff and class members for all hours worked at the appropriate overtime rate pursuant to Labor
16 Code §§ 510, 1194, and 1198.

17 39. During the relevant time period, Defendants failed to pay at least minimum wage
18 to Plaintiff and Class Members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

40. As a direct and proximate result of Defendants' failure to pay Plaintiff and class
members the required wages, Plaintiff and class members are entitled to recover the unpaid balance
of their wages, including overtime compensation, as well as interest, costs and attorneys' fees.

41. Pursuant to Labor Code § 1194.2, Plaintiff and class members are entitled to
recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
thereon.

25 ///

26 ///

27 ///

28 ///

1	SECOND CAUSE OF ACTION
2	FAILURE TO PROVIDE MEAL PERIODS
3	(Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)
4	42. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
5	though fully set forth herein.
6	43. Labor Code § 226.7 provides that no employer shall require an employee to work
7	during any meal period mandated by the IWC Wage Orders.
8	44. Section 11 of the applicable IWC Wage Order states, "no employer shall employ
9	any person for a work period of more than five (5) hours without a meal period of not less than 30
10	minutes, except that when a work period of not more than six (6) hours will complete the day's
11	work the meal period may be waived by mutual consent of the employer and the employee."
12	45. Labor Code § 512(a) provides that an employer may not require, cause or permit
13	an employee to work for a period of more than five (5) hours per day without providing the
14	employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the
15	total work period per day of the employee is not more than six (6) hours, the meal period may be
16	waived by mutual consent of both the employer and the employee.
17	46. Labor Code § 512(a) also provides that an employer may not employ an employee
18	for a work period of more than ten (10) hours per day without providing the employee with a
19	second meal period of not less than thirty (30) minutes, except that if the total hours worked is no
20	more than twelve (12) hours, the second meal period may be waived by mutual consent of the
21	employer and the employee only if the first meal period was not waived.
22	47. During the relevant time period, Plaintiff and class members did not receive
23	compliant meal periods for each five hours worked per day.
24	48. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
25	an employer to pay an employee one additional hour of pay at the employee's regular rate of
26	compensation for each work day that a meal period is not provided.
27	
28	
	-9-
	FIRST AMENDED CLASS ACTION COMPLAINT

1	49. At all relevant times, Defendant failed to pay Plaintiff and class members meal	
2	period premiums for meal period violations pursuant to Labor Code § 226.7(b) and section 11 of	
3	the applicable IWC Wage Order.	
4	50. As a result of Defendant's failure to pay Plaintiff and class members an additional	
5	hour of pay for each day a meal period was not provided, Plaintiff and class members suffered and	
6	continue to suffer a loss of wages and compensation.	
7	THIRD CAUSE OF ACTION	
8	FAILURE TO PERMIT REST BREAKS	
9	(Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)	
10	51. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as	
11	though fully set forth herein.	
12	52. Labor Code § 226.7(a) provides that no employer shall require an employee to	
13	work during any rest period mandated by the IWC Wage Orders.	
14	53. Section 12 of the applicable IWC Wage Order states "every employer shall	
15	authorize and permit all employees to take rest periods, which insofar as practicable shall be in the	
16	middle of each work period" and the "authorized rest period time shall be based on the total hours	
17	worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction	
18	thereof" unless the total daily work time is less than three and one-half $(3\frac{1}{2})$ hours.	
19	54. During the relevant time period, Plaintiff and class members did not receive a ten	
20	(10) minute rest period for every four (4) hours or major fraction thereof worked.	
21	55. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires	
22	an employer to pay an employee one additional hour of pay at the employee's regular rate of	
23	compensation for each work day that the rest period is not provided.	
24	56. At all relevant times, Defendant failed to pay Plaintiff and class members rest	
25	period premiums for rest period violations pursuant to Labor Code § 226.7(b) and section 12 of	
26	the applicable IWC Wage Order.	
27		
28		
	-10-	
	FIRST AMENDED CLASS ACTION COMPLAINT	

1	57. As a result of Defendant's failure to pay Plaintiff and class members an additional	
2	hour of pay for each day a rest period was not provided, Plaintiff and class members suffered and	
3	continue to suffer a loss of wages and compensation.	
4	FOURTH CAUSE OF ACTION	
5	FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS	
6	(Violation of Labor Code § 226)	
7	58. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as	
8	though fully set forth herein.	
9	59. Labor Code § 226(a) requires Defendant to provide each employee with an accurate	
10	wage statement in writing showing nine pieces of information, including: (1) gross wages earned,	
11	(2) total hours worked by the employee, (3) the number of piece-rate units earned and any	
12	applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that	
13	all deductions made on written orders of the employee may be aggregated and shown as one item,	
14	(5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the	
15	name of the employee and the last four digits of his or her social security number or an employee	
16	identification number other than a social security number, (8) the name and address of the legal	
17	entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and	
18	the corresponding number of hours worked at each hourly rate by the employee.	
19	60. During the relevant time period, Defendant has knowingly and intentionally failed	
20	to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff and class	
21	members. The deficiencies include, among other things, the failure to correctly state accurate	
22	inclusive dates of the pay period for Plaintiff and class members.	
23	61. As a result of Defendant's violation of California Labor Code § 226(a), Plaintiff	
24	and class members have suffered injury and damage to their statutorily protected rights.	
25	Specifically, Plaintiff and class members have been injured by Defendant's intentional violation	
26	of California Labor Code § 226(a) because they were denied both their legal right to receive, and	
27	their protected interest in receiving, accurate itemized wage statements under California Labor	
28	Code § 226(a). Plaintiff has had to file this lawsuit in order to determine the extent of the -11 -	
	FIRST AMENDED CLASS ACTION COMPLAINT	

underpayment of wages, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would
 not have had to engage in these efforts and incur these costs had Defendant provided the accurate
 wages earned. This has also delayed Plaintiff's ability to demand and recover the underpayment
 of wages from Defendant.

62. California Labor Code § 226(a) requires an employer to pay the greater of all actual
damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurred, and one
hundred dollars (\$100.00) per employee for each violation in subsequent pay periods, plus
attorney's fees and costs, to each employee who was injured by the employer's failure to comply
with California Labor Code § 226(a).

10 63. Defendant's violations of California Labor Code § 226(a) prevented Plaintiff and 11 class members from knowing, understanding and disputing the wages paid to them, and resulted 12 in an unjustified economic enrichment to Defendant. As a result of Defendant's knowing and 13 intentional failure to comply with California Labor Code § 226(a), Plaintiff and class members 14 have suffered an injury, and the exact amount of damages and/or penalties is all in an amount to 15 be shown according to proof at trial.

64. Plaintiff and class members are also entitled to injunctive relief under California
Labor Code § 226(h), compelling Defendant to comply with California Labor Code § 226, and
seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

19

20

21 22

(Violation of Labor Code §§ 201, 202 and 203)

FIFTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT AND

WIT<u>HIN THE REQUIRED TIME</u>

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

25 66. California Labor Code §§ 201 and 202 provide that if an employer discharges an
26 employee, the wages earned and unpaid at the time of discharge are due and payable immediately,
27 and that if an employee voluntarily leaves his employment, his wages shall become due and
28 payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy--12-

1 two (72) hours previous notice of his intention to guit, in which case the employee is entitled to 2 his wages at the time of quitting.

3 67. During the relevant time period, Defendant willfully failed to pay Plaintiff and 4 Waiting Time Subclass members all their earned wages upon termination including, but not limited 5 to, proper minimum wages and overtime compensation, either at the time of discharge or within 6 seventy-two (72) hours of their leaving Defendant's employ.

7 68. Defendant's failure to pay Plaintiff and Waiting Time Subclass members all their 8 earned wages at the time of discharge or within seventy-two (72) hours of their leaving 9 Defendant's employ is in violation of Labor Code §§ 201 and 202.

10 69. California Labor Code § 203 provides that if an employer willfully fails to pay 11 wages owed immediately upon discharge or resignation in accordance with Labor Code §§ 201 12 and 202, then the wages of the employee shall continue as a penalty from the due date at the same 13 rate until paid or until an action is commenced; but the wages shall not continue for more than 14 thirty (30) days.

15 70. Plaintiff and Waiting Time Subclass members are entitled to recover from 16 Defendant the statutory penalty which is defined as Plaintiff's and Waiting Time Subclass 17 members' regular daily wages for each day they were not paid, at their regular hourly rate of pay, 18 up to a thirty (30) day maximum pursuant to Labor Code § 203.

19

SIXTH CAUSE OF ACTION

20

VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.

21 71. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as 22 though fully set forth herein.

23

72. Defendant's conduct, as alleged herein, has been and continues to be unfair, 24 unlawful and harmful to Plaintiff and class members. Plaintiff seek to enforce important rights 25 affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

26 73. Defendant's activities, as alleged herein, violate California law and constitute 27 unlawful business acts or practices in violation of California Business and Professions Code 28 §§ 17200, et seq.

-13-

1	74.	A violation of Business and Professions Code §§ 17200, et seq. may be predicated
2	on the violation of any state or federal law.	
3	75.	Defendant's policies and practices have violated state law in at least the following
4	respects:	
5		(a) Failing to provide timely meal periods without paying Plaintiff and class
6		members premium wages for every day said meal periods were not provided
7		in violation of Labor Code §§ 226.7 and 512;
8		(b) Failing to authorize or permit rest breaks without paying Plaintiff and class
9		members premium wages for every day said rest breaks were not authorized
10		or permitted in violation of Labor Code § 226.7;
11		(c) Failing to provide Plaintiff and class members with accurate itemized wage
12		statements in violation of Labor Code § 226; and
13		(e) Failing to timely pay all earned wages to Plaintiff and Waiting Time
14		Subclass members upon separation of employment in violation of Labor
15		Code §§ 201, 202 and 203.
16	76.	Defendant intentionally avoided paying Plaintiff and class members' wages and
17	monies, ther	eby creating for Defendant an artificially lower cost of doing business in order to
18	undercut the	ir competitors and establish and gain a greater foothold in the marketplace.
19	77.	Pursuant to Business and Professions Code §§ 17200, et seq. Plaintiff and class
20	members are	e entitled to restitution of the wages unlawfully withheld and retained by Defendant
21	during a peri	od that commences four years prior to the filing of the Complaint; an
22	award of atte	orneys' fees pursuant to Code of Civil Procedure § 1021.5 and other applicable laws;
23	and an award	l of costs.
24		SEVENTH CAUSE OF ACTION
25		ENFORCEMENT OF LABOR CODE §§ 2698 ET SEQ. ("PAGA")
26	78.	Plaintiff hereby re-alleges and incorporate by reference the previous paragraphs as
27	though fully	set forth herein.
28		
		-14-
		FIRST AMENDED CLASS ACTION COMPLAINT

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

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

12 13 81. Defendants' conduct violates numerous Wage Order and Labor Code sections, including, but not limited to, the following:

- 14a.violation of Labor Code §§ 201-204, 210, 510, 558, 1182.12, 1194, 1197,151198, and 1199 for failure to timely pay all earned wages (including16minimum wage and overtime wages) owed to Plaintiff and other aggrieved17employees during employment and upon separation of employment as18herein alleged;
- 19b.violation of Labor Code §§ 226.7 and 512 for failure to provide meal20periods to Plaintiff and other aggrieved employees and failure to pay21premium wages for missed meal periods as herein alleged;
 - violation of Labor Code § 226.7 for failure to permit rest breaks to Plaintiff
 and other aggrieved employees and failure to pay premium wages for
 missed rest periods as herein alleged;
 - violation of Labor Code §§ 226 and 226.3 for failure to provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged; and
- 27 28

22

23

24

25

26

1	e. violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate	
2	and complete records showing, among other things, the hours worked daily	
3	by and the wages paid to aggrieved employees.	
4	82. Plaintiff is an "aggrieved employee" because she was employed by the alleged	
5	violator and had one or more of the violations committed against her, and therefore is properly	
6	suited to represent the interests of all other aggrieved employees.	
7	83. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as	
8	to Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all other	
9	aggrieved employees under PAGA.	
10	84. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff is entitled to	
11	recover civil penalties, in addition to other remedies, for violations of the Labor Code sections	
12	cited above.	
13	85. For bringing this action, Plaintiff is entitled to attorney's fees and costs incurred	
14	herein.	
15	PRAYER FOR RELIEF	
16	Plaintiff, on her own behalf and on behalf of all others similarly situated, pray for relief	
17	and judgment against Defendant, jointly and severally, as follows:	
18	1. For certification of this action as a class action, including certifying the Class and	
19	Subclass alleged by Plaintiff;	
20	2. For appointment of Adriana Mora as the class representative;	
21	3. For appointment of Aegis Law Firm, PC as class counsel for all purposes;	
22	4. For compensatory damages in an amount according to proof with interest thereon;	
23	5. For economic and/or special damages in an amount according to proof with interest	
24	thereon;	
25	6. For reasonable attorneys' fees, costs of suit and interest to the extent permitted by	
26	law, including pursuant to Code of Civil Procedure § 1021.5 and Labor Code § 226(e) and 2698	
27	et seq.;	
28		
	-16-	
	FIRST AMENDED CLASS ACTION COMPLAINT	

1	7.	For statutory penalties to the extent permitted by law, including those pursuant to
2	the Labor Code and IWC Wage Orders;	
3	8.	For restitution as provided by Business and Professions Code §§ 17200, et seq.;
4	9.	For an order requiring Defendant to restore and disgorge all funds to each employee
5	acquired by 1	means of any act or practice declared by this Court to be unlawful, unfair or fraudulent
6	and, therefor	e, constituting unfair competition under Business and Professions Code §§ 17200, et
7	seq.;	
8	10.	For an award of damages in the amount of unpaid compensation including, but not
9	limited to, ur	npaid wages, benefits and penalties, including interest thereon;
10	11.	For pre-judgment interest;
11	12.	For civil penalties; and
12	13.	For such other relief as the Court deems just and proper.
13		
14	Dated: June	AEGIS LAW FIRM, PC
15		1 1 bluet
16		By: Jordan Wysocki
17		Attorneys for Plaintiff
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		-17-
		FIRST AMENDED CLASS ACTION COMPLAINT
ll	I	

1	CERTIFICATE OF SERVICE
2 3	I, the undersigned, am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618. On June 29, 2021, I served the foregoing document entitled:
4 5 6 7 8 9	 FIRST AMENDED CLASS ACTION COMPLAINT on all the appearing and/or interested parties in this action by delivering □ the original □ a true copy thereof on the party(ies) addressed below as follows: Julie A. Vogelzang SCHOR, VOGELZANG, & CHUNG, LLP 2170 Fourth Ave. San Diego, CA 92101 Telephone: 619.354.6518 Facsimile: 619.906.2401
10 11	Julie@svclegal.com
12	Attorneys for Defendant: GO GREEN NORCAL, LLC
 13 14 15 16 	(BY MAIL) I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit. (<i>Cal Code Civ. Proc.</i> § 1013(a); <i>Fed. R. Civ. Proc.</i> 5(c).)
17 18 19	(BY OVERNIGHT MAIL) I am personally and readily familiar with the business practice of Aegis Law Firm PC for collection and processing correspondence for overnight delivery, and I caused such document(s) described herein to be deposited for delivery to a facility regularly maintained Federal Express for overnight delivery. (<i>Cal Code Civ. Proc.</i> § 1013(c); <i>Fed. R. Civ. Proc.</i> 5(c).)
20 21	(BY ELECTRONIC TRANSMISSION) I caused said document(s) to be served via electronic transmission via the above listed email addresses on the date below. (<i>Cal. Code Civ. Proc.</i> § 1010.6(6); <i>Fed. R. Civ. Proc.</i> 5(b)(2)(E); <i>Fed. R. Civ. Proc.</i> 5(b)(3).)
22 23	(BY PERSONAL SERVICE) I delivered the foregoing document by hand delivery to the addressed named above. (<i>Cal Code Civ. Proc.</i> § 1011; <i>Fed. R. Civ. Proc.</i> 5(b)(2)(A).)
24 25	I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
26 27	Executed on June 29, 2021, at Irvine, California.
28	Andrea Drocco
	CERTIFICATE OF SERVICE