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20 UNITED STATES DISTRICT COURT  
21 NORTHERN DISTRICT OF CALIFORNIA

22 MARIA DE LA LUZ PEREZ BAUTISTA, LUZ )  
23 PEREZ BAUTISTA and SALVADORA )  
24 CORREA, on behalf of themselves and all others )  
25 similarly situated, )

26 Plaintiffs, )

27 v. )

28 JUUL LABS, INC., COALITION FOR )  
REASONABLE VAPING REGULATION, )  
LONG YING INTERNATIONAL, INC., )  
DAVID M. HO, and DOES 1-10 inclusive, )

Defendants. )

Case No. \_\_\_\_\_  
COMPLAINT, PUTATIVE CLASS ACTION  
AND COLLECTIVE ACTION FOR  
DAMAGES FOR:  
(1) Failure to Pay Wages Owed at Separation,  
Calif. Labor Code §§ 201, 203;  
(2) Failure to Furnish Accurate Wage  
Statements, Calif. Labor Code § 226;  
(3) Failure to Pay Minimum Wages Under  
California Law, Calif. Labor Code §§ 1194,  
1194.2;  
(4) Failure to Pay San Francisco Minimum  
Wage, S.F. Admin Code § 12R;  
(5) Failure to Pay Overtime Wages, Calif.  
Labor Code §§ 510, 1194;  
(6) Failure to Reimburse Business Expenses,  
Calif. Labor Code § 2802;  
(7) Failure to Provide Meal Periods, Calif.  
Labor Code §§ 226.7, 512;  
(8) Violations of Unfair Competition Law,  
Calif. Bus. & Profs. Code § 17200 *et seq.*;  
(9) Failure to Pay Overtime Wages, FLSA, 29  
U.S.C. § 207.

**I. INTRODUCTION**

1  
2 1. Plaintiffs Maria de la Luz Perez Bautista, Luz Perez Bautista, and Salvadora Correa  
3 (“Plaintiffs”), on behalf of themselves and other campaign workers, bring a collective action for  
4 federal overtime pay, under the Fair Labor Standards Act (FLSA), 29 U.S.C. § 216(b), and a class  
5 action under Fed. R. Civ. Proc. Rule 23(b)(3) for state and local wage and hour claims arising out  
6 of their work as so-called “independent contractors” for the Yes on C Campaign (“Campaign”) in  
7 San Francisco in 2019.

8 2. In the run-up to the November 5, 2019 election, the Campaign hired approximately  
9 450 campaign workers to phone bank, canvass, and perform administrative assistant tasks  
10 (“Campaign Workers”) to support Defendant Juul Labs, Inc.’s efforts to pass Proposition C, which  
11 would have overturned a San Francisco ordinance suspending the sale of electronic cigarettes in the  
12 city, allowing for the sale of electronic cigarettes in San Francisco by Defendant Juul Labs, Inc.  
13 and others.

14 3. This Campaign was funded by Defendant Juul Labs, Inc. (“Juul”) and operated by  
15 the three other defendants named herein: The Coalition for Reasonable Vaping Regulation, a non-  
16 profit run by a Juul executive and incorporated for the purpose of advocating for policies that  
17 would allow for the continued sale of electronic cigarettes; Long Ying International, Inc., a  
18 campaign operator based in San Francisco; and David Ho, the CEO for Long Ying International  
19 (collectively “Defendants”).

20 4. Defendants classified Plaintiffs and the Campaign Workers as independent  
21 contractors, even though the workers served Defendants as employees for purposes of the federal,  
22 state, and local wage-and-hour protections giving rise to the claims averred herein. Campaign  
23 Workers were not issued legally compliant pay statements and not timely paid all accrued wages  
24 upon separation of their employment. Those working at the phone banks and canvassing in the  
25 same workday (“Hybrid Campaign Workers”) were not paid for their travel time between work  
26 locations; were not paid overtime premium pay; were not provided legally required off-duty meal  
27 breaks; and were not reimbursed for work-related travel expenses.

1           5.       On September 30, 2019 or October 1, 2019, Defendants abruptly laid off Plaintiffs  
2 and the Campaign Workers after Juul announced that it would no longer actively support the  
3 Campaign. The Campaign informed the Campaign that the campaign was over, that there was no  
4 more work for them, and that they could pick up their final checks three or four days later.

5   **II.    JURISDICTION**

6           6.       This Court has jurisdiction over this action under the FLSA, 29 U.S.C. §§ 207,  
7 216(b), pursuant to 28 U.S.C. § 1331.

8           7.       This Court has jurisdiction over Plaintiffs’ state and local law claims pursuant to 28  
9 U.S.C. § 1367.

10   **III.   VENUE AND INTRADISTRICT ASSIGNMENT**

11          8.       Venue is proper in this District pursuant to 28 U.S.C. § 1391(b) because a  
12 substantial part of the events or omissions giving rise to Plaintiffs’ claims occurred in the City and  
13 County of San Francisco, and within the division and courthouse in which this action has been  
14 commenced.

15   **IV.   PARTIES**

16      **A.    PLAINTIFFS**

17          9.       Plaintiff Maria de la Luz Perez Bautista (“Maria Perez Bautista”) resides in  
18 California. She worked for the Yes on C Campaign as a phone bank caller and door-to-door  
19 canvasser from approximately August 17, 2019 to September 30, 2019.

20          10.      Plaintiff Luz Illimani Ahnun Ixchel Perez Bautista (“Luz Perez Bautista”) resides in  
21 California. She worked for the Yes on C Campaign as a phone bank caller, door-to-door canvasser,  
22 and administrative assistant from approximately August 17, 2019 to October 1, 2019.

23          11.      Plaintiff Salvadora Correa resides in California. She worked for the Yes on C  
24 Campaign as a phone bank caller and door-to-door canvasser from approximately August 2019 to  
25 October 1, 2019.

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1 **B. DEFENDANTS**

2 12. Defendant Juul Labs, Inc. (“Juul”) is a foreign stock corporation formed in  
3 Delaware with its principal place of business in San Francisco, California. Juul is an electronic  
4 cigarette producer. Juul was, at all times relevant to this Complaint, an employer covered by the  
5 FLSA, the California Labor Code, Industrial Welfare Commission (“IWC”) Wage Order No. 4, the  
6 General Minimum Wage Order, and the San Francisco Administrative Code.

7 13. Defendant Coalition for Reasonable Vaping Regulation (the “Coalition”) is a  
8 domestic nonprofit corporation with its principal place of business in San Francisco, California.  
9 The Coalition was incorporated on July 3, 2019. The Chief Executive Officer of the Coalition, Jon  
10 Berrier, is also a Senior Director of Public Affairs at Juul. In 2019, Juul lent the Coalition  
11 \$15,500,000 and contributed another \$151,574 in non-monetary contributions to the Coalition.  
12 The Coalition received contributions of \$710 from sources other than Juul. The Coalition has  
13 outstanding debts of over \$15,500,500 as of October 31, 2019. Juul is the creditor for the vast  
14 majority of these debts.<sup>1</sup> On information and belief, the Coalition and Juul are each other’s alter  
15 egos and form a single enterprise. The Coalition was, at all times relevant to this Complaint, an  
16 employer covered by the FLSA, the California Labor Code, IWC Wage Order No. 4, the General  
17 Minimum Wage Order, and the San Francisco Administrative Code.

18 14. Defendant Long Ying International, Inc. (“Long Ying”) is a domestic stock  
19 corporation with its principal place of business in San Francisco, California. Per the firm’s  
20 website, “Long Ying provides a full complement of public affairs and advocacy services. From  
21 lobbying at the municipal and state levels, to grassroots organizing, we use our relationships to  
22 deliver results for our clients.” The Coalition for Reasonable Vaping Regulation paid Long Ying  
23 \$4,029,791 in 2019. Long Ying was, at all times relevant to this Complaint, an employer covered  
24

25  
26 <sup>1</sup> Information about the Coalition’s spending and payments comes from reports filed with the City  
27 and County of San Francisco’s Ethics Commission. The Coalition’s most recent filing is available  
28 at <https://public.netfile.com/Pub2/RequestPDF.aspx?id=183492120>, and all filings are accessible at  
<https://public.netfile.com/Pub2/AllFilingsByFiler.aspx?id=180923032>. Aggregated spending data  
is available at [https://public.tableau.com/shared/PXXRRT6ZM?:display\\_count=y&:origin=viz\\_share\\_link&:embed=y](https://public.tableau.com/shared/PXXRRT6ZM?:display_count=y&:origin=viz_share_link&:embed=y).

1 by the FLSA, the California Labor Code, IWC Wage Order No. 4, the General Minimum Wage  
2 Order, and the San Francisco Administrative Code.

3 15. Defendant David Ho is the Chief Executive Officer of Long Ying and the managing  
4 member of Long Ying Consulting, LLC. He is also a registered lobbyist in the City and County of  
5 San Francisco. Between April 2019 and May 2019, David Ho was paid \$20,000 from Juul for  
6 lobbying activity.<sup>2</sup> David Ho controlled and was intimately involved in the day-to-day operations  
7 of Long Ying and both determined and instituted the unlawful wage and hour practices alleged  
8 herein. David Ho is and, at all times relevant to this Complaint, was an employer covered by the  
9 FLSA, the California Labor Code, IWC Wage Order No. 4, the General Minimum Wage Order,  
10 and the San Francisco Administrative Code, and he has violated or caused to be violated the  
11 provisions of IWC Wage Order No. 4 and General Minimum Wage Ordinance regulating minimum  
12 wages and/or hours and days of work as well as Labor Code §§ 203, 226, 226.7, 1194, and 2802.  
13 *See* Labor Code § 558.1. As such, he is personally liable for the Wage Order and Labor Code  
14 violations cited above.

15 16. As a result of the conduct alleged herein, Defendants are each joint employers of  
16 Plaintiffs and the Campaign Workers, and Defendants are jointly and severally liable for violations  
17 of applicable San Francisco, California, and federal law.

18 17. Plaintiffs are ignorant of the true names and capacities of Doe Defendants and  
19 therefore sue them by fictitious names. Plaintiffs will amend this Complaint to allege the true  
20 names and capacities of the Doe Defendants when ascertained. Plaintiffs are informed and believe,  
21 and thereon allege, that each of the Doe Defendants is responsible in some manner for the  
22 occurrences alleged herein. Plaintiffs are further informed and believe, and allege thereon, that at  
23 all relevant times, Doe Defendants have held executive positions with Defendants, and/or have  
24 acted on behalf of Defendants by exercising decision-making responsibility for and by establishing  
25 unlawful wage and hour practices or policies for Defendants. Plaintiffs are informed and believe,  
26 and on that basis allege, that at all times relevant to this Complaint, Doe Defendants, and each of

27 <sup>2</sup> Information about David Ho's lobbying activity can be found at <https://netfile.com/lobbyistpub/#/sfo/detail/lobbyist/SFO-154591/2019/05> and <https://netfile.com/lobbyistpub/#/sfo/detail/lobbyist/SFO-154591/2019/04>.  
28

1 them, acted as an employer of Plaintiffs and the members of the Class, defined below, within the  
2 definition of the FLSA and California’s Labor Code, IWC Wage Order No. 4, Minimum Wage  
3 Order, and San Francisco’s Minimum Wage Ordinance (codified in Chapter 12 of the San  
4 Francisco Administrative Code).

5 18. Collectively, the Defendants are referred throughout as the “Yes on C Campaign,”  
6 the “Campaign,” or “Defendants.”

7 **V. STATEMENT OF FACTS**

8 19. In May 2019, Juul’s Vice President of Supply and Demand Planning filed a  
9 proposed ballot measure that would overturn a San Francisco ordinance suspending the sale of  
10 electronic cigarettes in the city, allowing for the continued sale of electronic cigarettes in San  
11 Francisco by Juul and others.

12 20. On or about June 24, 2019, Juul and/or the Coalition hired David Ho and Long Ying  
13 to assist with “campaign consulting and management services.” However, the Coalition was not  
14 incorporated until July 3, 2019, the same day that the Coalition and Juul announced it had gathered  
15 around 20,000 signatures to put the measure on the November 5, 2019 San Francisco ballot.

16 21. On July 10, 2019, the San Francisco Department of Elections certified Proposition C  
17 for the November 5, 2019 ballot, and assigned the proposition the letter C on August 12, 2019.  
18 The measure is hereinafter referred to as Proposition C.

19 22. On or around August 15, 2019, Plaintiffs Luz Perez Bautista and Maria Perez  
20 Bautista interviewed for jobs with the Yes on C Campaign at the campaign offices at 25 Taylor  
21 Street in San Francisco.

22 23. Plaintiff Luz Perez Bautista was interviewed by an administrator with the Coalition  
23 and/or Long Ying. Plaintiff Luz Perez Bautista was told that the Campaign was hiring Spanish  
24 speakers to work as canvassers and phone bankers for the Campaign. Plaintiff Luz Perez Bautista  
25 was told that she was hired to perform canvassing and phone banking work, and that she would  
26 start approximately two days later, on or around August 17.

27 24. Plaintiff Maria Perez Bautista was interviewed by another administrator with the  
28 Coalition and/or Long Ying. Plaintiff Maria Perez Bautista was also told that the Campaign was

1 hiring Spanish speakers to work as canvassers and phone bankers for the Campaign. Plaintiff  
2 Maria Perez Bautista was hired to perform canvassing and phone banking work.

3 25. As part of the hiring process, Plaintiffs Luz Perez Bautista and Maria Perez Bautista  
4 were required to sign an agreement titled “Independent Contractor Agreement” and fill out a W-9  
5 form. The “Independent Contractor Agreement” was signed by David Ho on behalf of Long Ying.

6 26. Plaintiff Salvadora Correa also interviewed for a job with the Yes on C Campaign at  
7 the campaign offices at 25 Taylor Street in San Francisco in August 2019, soon after Plaintiffs Luz  
8 Perez Bautista and Maria Perez Bautista were hired. At the end of the interview, the administrator  
9 hired Plaintiff Salvadora Correa and explained that she would be classified as an independent  
10 contractor and would receive a 1099 tax document, as a result.

11 27. The phone banking and canvassing operations were run on a day-to-day basis by a  
12 group of Campaign managers and administrators that were paid in part or in whole by the  
13 Coalition.

14 28. On information and belief, David Ho oversaw the phone banking and canvassing  
15 operation at the office. On information and belief, David Ho regularly communicated with  
16 Campaign managers and administrators and held meetings with these managers at the 25 Taylor  
17 Street office.

18 29. Plaintiffs and other Campaign Workers were assigned to do phone banking,  
19 canvassing, or both for the Campaign.

20 30. From Monday through Thursday, the Campaign operated two shifts. Typically, the  
21 first phone-banking shift ran four hours. The second shift also ran four hours. Campaign Workers  
22 either continued phone banking or performed canvassing during the second shift. On Saturdays  
23 and Sundays, the Campaign only operated a single four-hour shift.

24 31. Plaintiffs and Campaign Workers received emails before shifts that instructed them  
25 which Campaign office they were expected to show up to, and at what time they were required to  
26 show up.

27 32. Plaintiffs and Campaign Workers usually started their work at the Campaign’s 25  
28 Taylor Street office for the first shift. They were required to sign a paper sign-in sheet at the

1 entrance of the office. Plaintiffs and Campaign Workers were required to sign out when the shift  
2 ended.

3 33. Plaintiffs and Campaign Workers called San Francisco voters using telephonic and  
4 computer equipment the Campaign provided them. Campaign software directed them whom to  
5 call, and the Campaign provided a script prepared by the Coalition directing them what to say on  
6 these calls.

7 34. Plaintiffs and Campaign Workers were paid an hourly rate of \$25 for working  
8 phone-banking shifts.

9 35. Some campaign workers, including at times Plaintiff Salvadora Correa, returned to  
10 25 Taylor Street for a second shift of phone banking. These workers called San Francisco voters in  
11 the same manner as described in the preceding paragraphs.

12 36. Many Campaign Workers, including Plaintiffs, performed a second four-hour shift  
13 for the Campaign doing door-to-door canvassing within San Francisco. Those campaign workers  
14 who worked both a phone bank and a canvas shift in the same workday are referred herein as  
15 “Hybrid Campaign Workers.”

16 37. The Plaintiffs and Hybrid Campaign Workers doing canvassing were often  
17 instructed to show up at 1001 Clement Street. Sometimes, the Hybrid Campaign Workers doing  
18 canvassing had an hour or less to travel from the 25 Taylor Street office to the 1001 Clement Street  
19 office.

20 38. The Coalition provided Plaintiffs and Campaign Workers with Campaign materials  
21 and tablets to perform the canvassing work. The workers picked up these tools from 1001 Clement  
22 Street at the beginning of each shift. All three Plaintiffs performed at least some canvassing shifts  
23 starting from the 1001 Clement Street office.

24 39. During each canvassing shift, the Campaign staff directed Campaign Workers as to  
25 which neighborhoods they were to canvas that day. Once in their assigned neighborhoods,  
26 Plaintiffs and Campaign Workers were required to engage with specific voters at specific  
27 addresses. The relevant voter information was provided to Plaintiffs and Campaign Workers  
28 through software on the tablets.



1           40. Campaign staff instructed the Plaintiffs and Campaign Workers to tell potential  
2 voters about the upcoming election, tell the potential voters that they supported Proposition C, and  
3 encourage the potential voters to support the Proposition.

4           41. Plaintiffs and the Campaign Workers were paid by the hour for the canvassing  
5 work.

6           42. The Campaign Workers who used their personal cars to transport themselves and  
7 other workers during canvassing were reimbursed an additional amount per shift.

8           43. The Campaign frequently assigned Plaintiff Maria Perez Bautista, and other Hybrid  
9 Campaign Workers, to work at 1001 Clement Street after working at 25 Taylor Street. Plaintiffs  
10 Salvadora Correa and Luz Perez Bautista also worked shifts at the 1001 Clement Street office after  
11 working at the 25 Taylor Street office.

12           44. Plaintiffs traveled from the Taylor Street location to the Clement Street location by  
13 public transit. It takes approximately 35 minutes—and often longer—to travel between 25 Taylor  
14 Street and 1001 Clement Street via public transit.

15           45. Plaintiffs and the Hybrid Campaign Workers were not compensated for the time it  
16 took to travel between the two Campaign work sites—25 Taylor Street and 1001 Clement Street.

17           46. Plaintiffs and other Hybrid Campaign Workers at times did not have a 30 minute  
18 uninterrupted meal period. For example, Plaintiff Maria Perez Bautista frequently ate on the bus  
19 while in transit to her canvassing assignment.

20           47. The Campaign opened a third office in the Mission District of San Francisco in late  
21 September. During the second half of September, some Hybrid Campaign Workers, including  
22 Plaintiff Salvadora Correa, were assigned to work canvassing shifts at the Mission District office  
23 instead of at the Clement Street office.

24           48. About a week after Plaintiff Luz Perez Bautista was hired, she was promoted to a  
25 new position in which she provided administrative support for the other Campaign Workers. Such  
26 work included setting up the 25 Taylor office for phone banking, collecting worker sign-in sheets,  
27 calling workers who did not show up for work, preparations for canvassing operations, and  
28

1 assisting with other administrative and clerical tasks around the office. The Campaign employed at  
2 least 20 other Campaign Workers to perform similar work.

3 49. Defendant Long Ying International issued bi-weekly paychecks to Plaintiffs and  
4 other Campaign Workers. The check stubs did not: state any address for Long Ying; state the  
5 number of hours worked during any pay period; or include any information to indicate that Long  
6 Ying withheld any money for tax purposes.

7 50. On September 30, 2019, Juul announced that it was no longer actively supporting  
8 the Yes on C Campaign. Hours later, the Coalition issued a statement stating that it was  
9 discontinuing the campaign in light of Juul's decision to stop actively supporting the Campaign.

10 51. Late on the night of September 30, the Campaign sent a group email out to  
11 Campaign Workers. The English translation of the message sent in Spanish to Spanish speaking  
12 workers is as follows:

13 We have just learned, and we regret to inform you that the client has decided to  
14 suspend the effective campaign immediately. We know that this suspension is  
15 abrupt, but we did not expect this news and could not give you more notice.

16 You did a good job. We appreciate your effort and know that your work helped  
17 the campaign so much.

18 All workers will be paid for work until September 30. Your check will be ready  
19 to pick up on October 3 between 12 p.m. and 5 p.m., and also on October 4,  
20 between 12 p.m. and 5 p.m.

21 After October 4, we will mail you your check. The Human Resources  
22 Department will be available to ensure that everyone receives all their payment  
23 and refunds.

24 In conclusion, we want to thank you for all your work and dedication. It was a  
25 pleasure working with you and we wish you all the best in the future!

26 It is also important, if you have reimbursement receipts, bring them tomorrow  
27 from 9am to 5pm at the Taylor Street location.

28 If you have any questions, you can come to 25 Taylor Street on Tuesday,  
Thursday or Friday, during normal business hours (9 am-5pm).

All the best,

Yes on C Campaign.

52. At the Campaign's instruction, Plaintiff Luz Perez Bautista and others who had  
performed administrative and clerical tasks went to work on October 1. Plaintiff Luz Perez

1 Bautista and the others packed up equipment at the 25 Taylor Street office. At around 3 p.m., one  
2 of the Campaign managers told Plaintiff Luz Perez Bautista and the others at the 25 Taylor Street  
3 office that there was no more work required, that they were also being discharged, and that they  
4 could also pick up their checks on October 3 or October 4 like the other Campaign Workers.

5 53. In December 2019, the Coalition issued Plaintiff Luz Perez Bautista an additional  
6 check for \$250 directly from the Coalition. This check was dated October 18, 2019. Plaintiff  
7 Salvadora Correa also received an additional check for \$100 directly from the Coalition in October  
8 2019. According to the Coalition’s public filings, the Coalition also sent payments of \$100 each to  
9 Plaintiff Maria Perez Bautista and 408 other people and \$250 to 38 people on October 18, 2019.  
10 The Coalition characterized these payments as “Campaign Workers’ Salaries” and did not include  
11 any information regarding hours worked.

## 12 VI. CLASS ACTION ALLEGATIONS

13 54. Plaintiffs bring claims for violations of California’s Labor Code and IWC Wage  
14 Order No. 4, and San Francisco’s Administrative Code on behalf of themselves and a Rule 23 class  
15 pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure. Plaintiffs seek to certify a Rule  
16 23 class (the “Class” or “Campaign Workers”) comprised of:

17 all individuals who were hired by Long Ying International, Inc. to perform  
18 phone banking, canvassing and/or administrative tasks for the Yes on C  
19 Campaign and did perform such work at any time during the period between  
July 2019 and October 2019.

20 55. Plaintiffs seek to certify a subclass (the “Subclass” or “Hybrid Campaign Workers”)  
21 comprised of:

22 all Campaign Workers who performed both canvassing and phone banking on  
23 a single day, and to perform such work were required to work at or out of  
24 multiple offices for the Yes on C Campaign during the course of a single  
calendar day.

25 56. Numerosity: The members of the Rule 23 Class are sufficiently numerous that  
26 joinder of all members is impracticable. On information and belief, there are approximately 450  
27 members of the Campaign Worker Class and approximately 400 members of the Hybrid Campaign  
28 Worker Subclass.

1           57.    Commonality: There are questions of law and fact common to the Class and  
2 Subclass that are answerable on a common basis, and these questions predominate over individual  
3 questions. The questions of law and fact common to the Class and Subclass include, without  
4 limitation:

- 5           •       Whether the Class Members were employees or independent contractors for  
6                purposes of the IWC Wage Order No. 4;
- 7           •       Whether the Class Members were employees or independent contractors for  
8                purposes of the California Labor Code;
- 9           •       Whether Class Members were paid all overtime wages due under California law;
- 10          •       Whether Class Members were paid minimum wage for all hours worked under  
11                California law;
- 12          •       Whether Class Members were paid minimum wage for all hours worked under the  
13                San Francisco minimum wage ordinance;
- 14          •       Whether the pay statements provided to Class Members complied with California  
15                law;
- 16          •       Whether Class Members were paid at the time of separation as required under  
17                California law;
- 18          •       Whether Subclass Members had to travel between offices during the course of a  
19                single workday, and whether such travel time is compensable time under California  
20                law;
- 21          •       Whether Subclass Members were compensated for costs incurred to travel between  
22                offices during the course of a single workday and whether such costs are  
23                compensable time under California law; and
- 24          •       Whether Defendants were employers of Class Members under California law and  
25                the San Francisco Minimum Wage Ordinance.

26           58.    Typicality: Plaintiffs' claims are typical of the claims of the Class and the Subclass  
27 they seek to represent. As set forth herein, Defendants' common course of conduct caused  
28 Plaintiffs the same or similar injuries and damages as other Class Members and Subclass Members

1 employed by Defendants. Plaintiffs' claims are thereby representative of and co-extensive with the  
2 claims of the Class and Subclass.

3 59. Adequacy: Plaintiffs will fairly and adequately represent the interests of all  
4 members of the Class and Subclass they seek to represent. Plaintiffs are members of the Class and  
5 Subclass they seek to represent, do not have any conflicts of interests with the putative Class and  
6 Subclass Members, will prosecute the case vigorously on behalf of the Class and Subclass, and  
7 have devoted time and resources to the initial investigation of these claims. Plaintiffs' counsel are  
8 competent and experienced in litigating employment actions, including wage and hour class  
9 actions.

10 60. Superiority of Class Action: A class action is superior to other available methods for  
11 the fair and efficient adjudication of this controversy. Because the damages suffered by certain  
12 individual members of the Class may be relatively small, the expense and burden of individual  
13 litigation makes it impracticable for Class Members to pursue their claims separately. Class action  
14 treatment will allow those members of the Class and Subclass to litigate their claims in the manner  
15 that is most efficient and economical for the parties and the judicial system. Class action treatment  
16 will also avoid inconsistent outcomes because the same issues can be adjudicated in the same  
17 manner for all members of the Class.

## 18 VII. COLLECTIVE ACTION ALLEGATIONS

19 61. Plaintiffs bring claims under the FLSA as a collective action under 29 U.S.C. §  
20 216(b). Members of the Collective Action include:

21 all individuals who were hired by Long Ying International, Inc. to perform  
22 phone banking, canvassing and/or administrative tasks for the Yes on C  
23 Campaign, and performed both canvassing and phone banking, working at or  
out of multiple Campaign offices during the course of a single calendar day at  
any time during the period between July 2019 and October 2019.

24 62. Plaintiffs and the Collective Action Members are similarly situated, in that they  
25 have performed substantially similar duties for Defendants, and were subject to Defendants'  
26 common practice of not paying Campaign Workers who traveled between Campaign offices for all  
27 hours worked and not paying them overtime wages for hours worked over 40 hours a week.

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**SECOND CLAIM**  
**FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**  
**CALIF. LABOR CODE § 226**  
**(ON BEHALF OF PLAINTIFFS AND CLASS)**

70. The allegations in all of the preceding paragraphs are realleged and incorporated herein by reference.

71. Calif. Labor Code § 226(a) require employers semi-monthly or at the time of each payment of wages to furnish each employee with a statement itemizing, among other things, the total hours worked by the employee. Calif. Labor Code § 226(e) provides that if an employer knowingly and intentionally fails to provide a statement itemizing, among other things, the total hours worked by the employee, then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which the violation occurred and one hundred dollars (\$100) for each subsequent pay period, up to four thousand dollars (\$4,000).

72. Defendants knowingly and intentionally failed to furnish Plaintiffs and other Class Members with timely, itemized statements showing the total hours worked and the name and address of the legal entity that paid Plaintiffs.

73. Plaintiffs, on behalf of themselves and other Class Members, request penalties under § 226(e), as well as attorneys’ fees and costs and such other legal and equitable relief as the Court deems just and proper.

**THIRD CLAIM**  
**FAILURE TO PAY CALIFORNIA MINIMUM WAGE**  
**CALIF. 1182.11, 1182.12, 1194, 1194.2 & 1197, CALIF. IWC WAGE ORDER NO. 4 § 4, &**  
**MINIMUM WAGE ORDER**  
**(ON BEHALF OF PLAINTIFFS AND SUBCLASS)**

74. The allegations in all of the preceding paragraphs are realleged and incorporated herein by reference.

75. Calif. Labor Code §§ 1182.11, 1182.12, 1194, and 1197, Calif. IWC Wage Order No. 4, § 4, and the Calif. Minimum Wage Order, all require that employees receive the minimum wage for all hours worked.

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1           76. Calif. Labor Code § 1194 entitles an employee receiving less than the minimum  
2 wage to recover in a civil action the unpaid balance of the full amount of this minimum wage,  
3 including interest thereon, reasonable attorneys' fees, and costs of suit.

4           77. Calif. Labor Code § 1194.2 entitles an employee receiving less than the legal  
5 minimum wage to recover liquidated damages in an amount equal to the wages unlawfully unpaid  
6 and interest thereon.

7           78. Calif. Labor Code § 1197.1 subjects an employer or other person who caused an  
8 employee to be paid a wage less than the minimum wage to: (1) a civil penalty equal to one  
9 hundred dollars (\$100) for each underpaid employee for each pay period in which the employee is  
10 underpaid for an initial violation that is intentionally committed; (2) a civil penalty equal to two  
11 hundred fifty dollars (\$250) for a subsequent violation for the same specific offense for each  
12 underpaid employee for each pay period regardless of whether the initial violation is intentionally  
13 committed; (3) restitution of wages; and (4) liquidated damages, all payable to the employee.

14           79. Plaintiffs, on behalf of themselves and other Subclass Members, were required to  
15 travel to multiple Campaign offices during the course of a workday but were not paid for this  
16 work-related travel time. This travel time typically occurred between signing out at the end of their  
17 first shift and reporting to their second shift of the workday. The failure to pay for such travel time  
18 violated Plaintiffs and other Subclass Members right to receive the minimum wage for all hours  
19 worked.

20           80. As a result of Defendants' unlawful acts, Plaintiffs and other Subclass Members  
21 have been deprived of wages owed them in an amount to be determined at trial, and, under Calif.  
22 Labor Code § 1194, are entitled to recover of such amount, plus interest thereon, liquidated  
23 damages, attorneys' fees and costs. and such other legal and equitable relief as the Court deems just  
24 and proper.

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**FOURTH CLAIM**  
**FAILURE TO PAY SAN FRANCISCO MINIMUM WAGE,**  
**SAN FRAN. ADMIN. CODE § 12R.4**  
**(ON BEHALF OF PLAINTIFFS AND SUBCLASS)**

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4 81. The allegations in all of the preceding paragraphs are realleged and incorporated  
5 herein by reference.

6 82. San Francisco Administrative Code § 12R.4 requires that employees receive the  
7 local minimum wage for all hours worked.

8 83. During all relevant periods after, the San Francisco Administrative Code defines  
9 “employee” as any person entitled to payment under the California minimum wage law who works  
10 at least two (2) hours per week within the geographic boundaries of the city, and an “employer” as  
11 any person as defined in Section 18 of the California Labor Code, including corporate officers or  
12 executives, who directly or indirectly or through an agent or any other person, including through  
13 the services of a temporary services or staffing agency or similar entity, employs or exercises  
14 control over the wages, hours or working conditions of any employee. *See* S.F. Admin. Code  
15 Chap. 12R.3.

16 84. The San Francisco Administrative Code further entitles an employee receiving less  
17 than the local minimum wage to recover in a civil action the payment of any back wages  
18 unlawfully withheld, the payment of an additional sum as liquidated damages in the amount of fifty  
19 dollars (\$50.00) to each employee for each day that the violation occurred, reasonable attorneys’  
20 fees, and costs. *See* S.F. Admin. Code Chap. 12R.7.

21 85. Plaintiffs, on behalf of themselves and other Subclass Members, were required to  
22 travel to multiple Campaign offices during the course of a workday but were not paid for this  
23 work-related travel time. This travel time typically occurred between signing out at the end of their  
24 first shift and reporting to their second shift of the workday. The failure to pay for such travel time  
25 violated Plaintiffs and other Subclass Members right to receive a minimum wage for all hours  
26 worked.

27 86. As a result of Defendants’ unlawful acts, Plaintiffs and other Subclass Members  
28 have been deprived of wages owed them in an amount to be determined at trial, and, are entitled

1 under San Francisco Administrative Code § 12R.7(d)–(e) to recover of such amount, plus interest  
2 thereon, \$50 penalties for each day worked, attorneys’ fees and costs, and such other legal and  
3 equitable relief as the Court deems just and proper.

4 **FIFTH CLAIM**  
5 **FAILURE TO PAY OVERTIME WAGES**  
6 **CALIF. LABOR CODE §§ 510, 1194 & IWC WAGE ORDER NO. 4, § 3**  
7 **(ON BEHALF OF PLAINTIFFS AND SUBCLASS)**

8 87. The allegations in all of the preceding paragraphs are realleged and incorporated  
9 herein by reference.

10 88. Plaintiffs, on behalf of themselves and other Subclass Members, were required to  
11 travel to multiple Campaign offices during the course of a workday but were not paid for this  
12 work-related travel time. This travel time occurred between signing out at the end of their first shift  
13 and reporting to their second shift of the workday. This uncompensated work-related travel caused  
14 Plaintiffs and other Subclass Members to work over eight hours in a day and over 40 hours in a  
15 week, but Defendants did not pay them – much less overtime premium compensation – for such  
16 overtime hours.

17 89. By failing to pay overtime compensation to Plaintiffs, as alleged above, Defendants  
18 violated Calif. Labor Code § 510 and IWC Wage Order No. 4, § 3.

19 90. Defendant Ho violated or caused to be violated the provisions of I.W.C. Wage  
20 Order No. 4 governing wages or hours and days or work.

21 91. As a result of Defendants’ unlawful acts, Plaintiffs, on behalf of themselves and  
22 other Subclass Members, have been deprived of overtime compensation in an amount to be  
23 determined at trial, and, under Calif. Labor Code § 1194 are entitled to recovery of such amounts,  
24 plus interest thereon, and attorneys’ fees and costs, and such other legal and equitable relief as the  
25 Court deems just and proper.

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**SIXTH CLAIM**  
**FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENSES**  
**CALIF. LABOR CODE § 2802**  
**(ON BEHALF OF PLAINTIFFS AND SUBCLASS)**

92. The allegations in all of the preceding paragraphs are realleged and incorporated herein by reference.

93. Calif. Labor Code § 2802 requires employers to indemnify each employee “for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.”

94. Defendants failed to indemnify and reimburse Plaintiffs and other Subclass Members for necessary expenditures they incurred as a direct result of the duties they performed for the Defendants’ benefit, including by not fully indemnifying employees for the expenses required to travel between the Defendants’ offices during the course of their workday.

95. As a result, Plaintiffs, on behalf of themselves and other Subclass Members, seek unreimbursed expenses, interest, costs incurred, attorneys’ fees, and such other legal and equitable relief as the Court deems just and proper.

**SEVENTH CLAIM**  
**FAILURE TO PROVIDE MEAL PERIODS**  
**CALIF. LABOR CODE §§ 226.7, 512 & IWC WAGE ORDER NO. 4, § 11**  
**(ON BEHALF OF PLAINTIFFS AND SUBCLASS)**

96. The allegations in all of the preceding paragraphs are realleged and incorporated herein by reference.

97. Calif. Labor Code §§ 226.7, 512 and IWC Wage Order No. 4, § 11 require employers to provide employees who work five or more hours a day an uninterrupted half-hour meal period in which they were relieved of all duties.

98. Defendants did not provide Plaintiffs and other Subclass Members who were required to travel to multiple Campaign offices during the course of a workday an uninterrupted half-hour meal period in which they were relieved of all duties.

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1 99. As a result, Plaintiffs, on behalf of themselves and other Subclass Members, seek  
2 premium pay for missed meal periods, interest, and such other legal and equitable relief as the  
3 Court deems just and proper.

4 **EIGHTH CLAIM**  
5 **VIOLATIONS OF UNFAIR COMPETITION LAW**  
6 **CALIF. BUS. & PROF. CODE § 17200 *ET SEQ.***  
7 **(ON BEHALF OF PLAINTIFFS, CLASS, AND SUBCLASS)**

8 100. The allegations in all of the preceding paragraphs are realleged and incorporated  
9 herein by reference.

10 101. Calif. Business & Professions Code § 17200 prohibits unfair competition in the  
11 form of any unlawful, unfair, or fraudulent business act or practice.

12 102. Calif. Business & Professions Code § 17204 allows “any person acting for the  
13 interests of itself, its members or the general public” to prosecute a civil action for violation of the  
14 UCL.

15 103. Defendants improperly, fraudulently, and unlawfully classified their Campaign  
16 Workers as “independent contractors” and have thereby committed unlawful, unfair, and/or  
17 fraudulent business acts and practices as defined by Calif. Business & Professions Code § 17200.  
18 Further, Defendants also engaged in the following, as to the Subclass (a) failing to pay regular and  
19 overtime compensation to Hybrid Campaign Workers, as required by federal and California law;  
20 (b) failing to indemnify to Hybrid Campaign Workers for employment-related business expenses  
21 and losses; and (c) failing to provide meal periods to to Hybrid Campaign Workers.

22 104. These violations of these laws serve as unlawful, unfair, and/or fraudulent predicate  
23 acts and practices for purposes of Calif. Business and Professions Code § 17200.

24 105. As a direct and proximate result of Defendants’ unlawful, unfair, and/or fraudulent  
25 acts and practices described herein, Defendants have received and continue to hold ill-gotten gains  
26 belonging to Plaintiffs. As a direct and proximate result of Defendants’ unlawful business  
27 practices, Plaintiffs have suffered economic injuries including, but not limited to funds spent on  
28 expenses for the Defendants’ benefit, unpaid compensation for missed meal periods, and unpaid

1 overtime and regular wages. Defendants have profited from their unlawful, unfair, and/or  
2 fraudulent acts and practices.

3 106. Pursuant to Calif. Business & Prof. Code §17203, Plaintiffs are entitled to: (a)  
4 restitution of money acquired by Defendant by means of their unfair business practices, in amounts  
5 not yet ascertained but to be ascertained at trial; and (b) a declaration that Defendants' business  
6 practices are unfair within the meaning of the statute.

7 107. Plaintiffs have assumed the responsibility of enforcement of the laws and lawful  
8 claims specified herein. There is a financial burden incurred in pursuing this action which is in the  
9 public interest. Therefore, reasonable attorneys' fees are appropriate pursuant to Calif. Code of  
10 Civil Procedure § 1021.5.

11 108. Plaintiffs request relief as described below.

12 **NINTH CLAIM**

13 **FAILURE TO PAY OVERTIME WAGES**

14 **FLSA, 29 U.S.C. § 201 *ET SEQ.***

15 **(ON BEHALF OF PLAINTIFFS AND FLSA COLLECTIVE ACTION MEMBERS)**

16 109. The allegations in all of the preceding paragraphs are realleged and incorporated  
17 herein by reference.

18 110. The FLSA, 29 U.S.C. § 207, provides employees with the right to receive  
19 compensation at "one and one-half times the regular rate at which [they are] employed" for hours  
20 worked in excess of forty hours a week.

21 111. Plaintiffs and other Collective Action Members were required to travel to multiple  
22 Campaign offices during the course of a workday but were not paid for this work-related travel  
23 time. This travel time typically occurred between signing out at the end of their first shift and  
24 reporting to their second shift of the workday. This uncompensated work-related travel caused  
25 Plaintiffs and other Collective Action Members to work over 40 hours in a week, but Defendants  
26 did not pay them overtime premium compensation for such overtime hours.

27 112. By failing to pay overtime premium pay for hours worked by Plaintiffs and  
28 Collective Action Members in excess of 40 hours in a week, Defendants have violated the FLSA,  
29 U.S.C. §§ 201, *et. seq.*, including 29 U.S.C. §§ 207(a)(1), 215(a).

1 113. As a result of Defendants’ unlawful acts, Plaintiffs and Collective Action Members  
2 have been deprived of wages owed to them in an amount to be determined at trial, and are entitled  
3 to recover of such amount, and liquidated damages, as provided by the FLSA, 29 U.S.C. § 216(b),  
4 plus interest thereon, attorneys’ fees and costs and such other legal and equitable relief as the Court  
5 deems just and proper.

6 **IX. PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiffs request relief as follows:

- 8 A. An award to Plaintiffs, on behalf of themselves and other members of the Class, of  
9 waiting time penalties and interest thereon, subject to proof at trial;
- 10 B. An award to Plaintiffs, on behalf of themselves and other members of the Class, of  
11 statutory penalties because of Defendants’ failure to provide Plaintiffs with itemized  
12 wage statements that comply with the requirements of Calif. Labor Code § 226,  
13 subject to proof at trial;
- 14 C. An award to Plaintiffs, on behalf of themselves and other members of the Subclass,  
15 of damages in the amount of unpaid wages, liquidated damages, necessarily  
16 incurred business expenses, premium wages for failure to provide required meal  
17 periods, penalties, and interest thereon, subject to proof at trial;
- 18 D. An order requiring Defendants to pay restitution of all amounts owed to Plaintiffs,  
19 on behalf of themselves and other members of the Class and Subclass, for  
20 Defendants’ misclassification of the Class and failure to pay the Subclass accrued  
21 wages, failure to reimburse the Subclass for necessarily incurred business expenses,  
22 and failure to provide the Subclass required meal periods, as well as interest  
23 thereon, in an amount according to proof, pursuant to Business & Professions Code  
24 § 17203;
- 25 E. An award to Plaintiffs and other members of the Collective Action, of damages in  
26 the amount of unpaid overtime wages, liquidated damages, and interest thereon,  
27 subject to proof at trial;  
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F. An award to Plaintiffs of reasonable attorneys’ fees and costs, pursuant to Calif. Code of Civil Procedure § 1021.5, Calif. Labor Code §§ 218.5, 226, 1194, and 2802, 29 U.S.C. § 216, and/or any other applicable law; and

G. An award to Plaintiffs of such other and further relief as this Court deems just and proper.

DATED: March 4, 2020

LEONARD CARDER, LLP

By: /s/ Aaron D. Kaufmann  
AARON D. KAUFMANN

DATED: March 4, 2020

LEGAL AID AT WORK

By: /s/ George A. Warner  
GEORGE A. WARNER

*Attorneys for Plaintiffs*

**SIGNATURE ATTESTATION Local Rule 5-1(i)(3)**

I, Aaron Kaufmann, attest that the other signatory to this document concurs in the filing of this document.

/s/ Aaron D. Kaufmann  
Aaron D. Kaufmann