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Electronically
FILED
by Superior Court of California, County of San Mateo
ON 8/10/2026
By /s/ Owen Tapang
Deputy Clerk

Exempt from filing fees pursuant to Government Code § 6103

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR COUNTY OF SAN MATEO

THE PEOPLE OF THE STATE OF CALIFORNIA, acting by and through JOHN D. NIBBELIN, County Counsel for the County of San Mateo; and JOHN D. NIBBELIN, as County Counsel for the County of San Mateo,

Plaintiffs,

vs.

CAL COAST ORCHIDS L.L.C.; ALISON GLASCO, an individual; BAS VAN EIJK, an individual; MIXTILES OPS USA INC., a Delaware corporation, d/b/a EASYPLANT; MIXTILES OPS USA INC., a California corporation, d/b/a EASY PLANT; and DOES 1-20,

Defendants.

Case No. 26-CIV-06206

Complaint for VIOLATIONS FOR:

A. Failure to Pay Minimum Wages [Lab. Code, §§ 218.6, 558.1, 1182.12, 1194, 1194.2, 1197; SMCMW § 5.158.040];

B. Failure to Pay Overtime Wages [Lab. Code, §§ 218.6, 510, 558, 558.1, 1194;

C. Failure to Provide Lawful Meal Periods [Lab. Code §§ 226.7, 512, 558, 558.1];

D. Issuance of Insufficient Fund Checks [Lab. Code, §§ 203.1, 204, 212 and 225.5];

E. Failure to Furnish Accurate Itemized Wage Statements and Maintain Required Payroll Records [Lab. Code §§ 226, 558.1, 1174, 1174.5; SMCMW § 5.158.070];

F. Failure to Timely Pay All Wages Due [Lab. Code §§ 204, 210, 218.6];

G. Failure to Pay All Wages Due Upon Separation from Employment [Lab. Code §§ 201, 202, 203, 558.1]; and

H. Unlawful Business Practices [Bus. & Prof. Code §§ 17200 et seq.]

[VERIFIED ANSWER REQUIRED PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 446]

I. INTRODUCTION

1. Plaintiffs THE PEOPLE OF THE STATE OF CALIFORNIA, acting by and through JOHN D. NIBBELIN, County Counsel for the County of San Mateo, and JOHN D. NIBBELIN, as County Counsel for the County of San Mateo (collectively, "Plaintiffs"), bring this action against Defendants CAL COAST ORCHIDS L.L.C.; ALISON GLASCO, also known as Ali; BAS VAN EIJK, also known as Bas or Sebastian; MIXTILES OPS USA INC., a Delaware corporation doing business as EasyPlant; MIXTILES OPS USA INC., a California corporation doing business as EasyPlant; and DOES 1 through 20, inclusive (collectively, "Defendants"), to enforce the California Labor Code, the applicable Industrial Welfare Commission Wage Orders, the San Mateo County Minimum Wage Ordinance, and California's unfair competition laws arising from Defendants' employment of workers at a commercial plant fulfillment facility in Half Moon Bay, California.

2. California law provides employees with fundamental protections, including the right to receive the applicable minimum wage for all hours worked, overtime and double-time compensation, compliant meal periods, accurate and itemized wage statements, the timely payment of all wages earned, and full payment of all wages owed upon separation from employment. See, e.g., Lab. Code §§ 200, 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 558.1, 1194, 1197.

3. In 2023, the California Legislature enacted Labor Code sections 180 through 182 via Assembly Bill 594 effective January 1, 2024, authorizing public prosecutors to enforce provisions of the Labor Code civilly or criminally, independently from the Division of Labor Standards Enforcement. As defined in Labor Code section 180, "public prosecutor" means the Attorney General, a district

attorney, a city attorney, a county counsel, or any other city or county prosecutor. Labor Code section 181 grants each such public prosecutor independent authority to prosecute certain wage and hour violations arising under Division 2 of the Labor Code (commencing with section 200) and to seek all remedies available thereunder, including unpaid wages, liquidated damages, civil penalties, and injunctive relief.

4. This action arises from a sustained, systemic pattern of wage theft and labor violations committed against workers employed at a commercial plant production, handling, and order fulfillment facility located at 2135 South Cabrillo Highway, Half Moon Bay, California (the "Facility"). As used herein, "Workers" refers to all non-exempt individuals whom Defendants employed, engaged, or otherwise suffered or permitted to work at the Facility during the Relevant Period (as defined in Paragraph 23, below). These Workers performed labor integral to Defendants' commercial operations, including planting, repotting, cleaning, sorting, packaging, labeling, and assembly of live plant products. At all relevant times, this work was performed for the direct commercial benefit of Defendants.

5. Beginning in or around December 2025, the San Mateo County Office of Labor Standards and Enforcement ("OLSE") received complaints regarding the Facility, alleging various wage and hour violations, including failure to pay wages on time, failure to pay overtime, issuance of payroll checks with insufficient funds, and failure to furnish accurate wage statements. At the time OLSE received those complaints, approximately twenty-four (24) Workers were actively employed at the Facility.

6. OLSE investigated the complaints and based on analysis of Defendants' payroll and timekeeping records and Workers' reports, identified wage and hour violations affecting approximately fifty (50) Workers employed at the Facility during the Relevant Period, as defined herein.

7. The County Counsel brings this action on behalf of the People of the State of California and in his capacity as a public prosecutor under Labor Code section 181, to protect the health, safety, and general welfare of San Mateo County's residents and workforce, and to recover unpaid wages, liquidated damages, penalties, interest, and all other available remedies, as authorized under Labor Code section 181 and Business and Professions Code section 17200 et seq.

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II. PARTIES

8. Plaintiff the People of the State of California (the "People"), acting by and through John D. Nibbelin, County Counsel for the County of San Mateo, brings suit under the Unfair Competition Law and seeks injunctive relief, restitution, and civil penalties for violations of county ordinances, with authorization of the District Attorney. Bus. & Prof. Code §§ 17204, 17206.

9. Plaintiff John D. Nibbelin, County Counsel for the County of San Mateo (the "County Counsel"), brings suit under Labor Code section 181, which authorizes him to prosecute an action for violations of the relevant provisions of the Labor Code and to obtain all available remedies, including wages, liquidated damages, civil penalties, and injunctive relief. The violations alleged herein occurred within San Mateo County and within the County Counsel's geographic jurisdiction.

10. Defendants are natural persons and business entities who are, and at all relevant times were, owners, operators, officers, and/or managing agents of a commercial plant production, handling, and order fulfillment operation involving the planting, receipt, repotting, sorting, packaging, labeling, and preparation plant products for shipment and commercial distribution.

11. Defendant Cal Coast Orchids L.L.C. ("Cal Coast"), also known as "CCO," is a limited liability company organized and existing under the laws of the State of California, with its principal office and mailing address located at 2181 Blue Heron View Lane, Los Osos, California 93402. According to its filings with the California Secretary of State, Cal Coast's stated business activities include the cultivation, production, and sale of plants.

12. On information and belief, Cal Coast operates multiple facilities within the State of California, including: (1) 2181 Blue Heron View Lane, Los Osos, California, which serves as its principal place of business; (2) 4610 Foothill Road, Carpinteria, California; and (3) 2135 South Cabrillo Highway, Half Moon Bay, California (the "Facility"). At all times relevant to this action, Cal Coast conducted substantial and continuous business operations within San Mateo County, California, including the operation of the Facility, where Cal Coast employed the Workers at issue herein and exercised control over their wages, hours, and working conditions. The violations alleged herein arose from, and are directly related to, work performed by those Workers at the Facility in San Mateo County.

13. Defendant Alison Glasco ("Glasco"), also known as "Ali," is a co-owner and

manager of Cal Coast, and is, and at all relevant times was, an owner and managing agent of Cal Coast within the meaning of Labor Code section 558.1(b). Glasco managed the day-to-day operations of Cal Coast, including payroll, at the Facility. Glasco also served as a liaison between Cal Coast and EasyPlant, regularly communicating with EasyPlant personnel regarding production needs, order fulfillment, and workforce coordination. On information and belief, Glasco is married to Defendant Bas van Eijk and resides with him in San Luis Obispo County.

14. Defendant Bas van Eijk ("van Eijk"), also known as "Sebastian," is a co-owner and manager of Cal Coast, and is, and at all relevant times was, an owner and managing agent of Cal Coast within the meaning of Labor Code section 558.1(b). Throughout the Relevant Period, van Eijk managed and oversaw operations at the Facility, assigned Workers to specific work areas and tasks, and determined Workers' hours and schedules. Although not always physically present at the Facility, van Eijk communicated with Workers on a daily basis, including through WhatsApp, to direct work assignments, scheduling, and other operational matters. Van Eijk exercised direct control over payroll decisions and served as a liaison between Cal Coast and EasyPlant regarding production needs, order fulfillment, and workforce coordination.

15. Defendant Mixtiles OPS USA Inc., doing business as EasyPlant ("EasyPlant Delaware"), is a corporation organized under the laws of the State of Delaware with a registered address at 1007 North Orange Street, 4th Floor, Wilmington, Delaware 19801. EasyPlant Delaware is the named counterparty to the January 20, 2022, pilot agreement with Cal Coast described below, and at all relevant times conducted business in San Mateo County, California.

16. Defendant Mixtiles OPS USA Inc., doing business as EasyPlant ("EasyPlant California"), is a California corporation incorporated on February 4, 2025 (California Secretary of State Entity No. 6533240). According to its filings with the California Secretary of State, its principal office and mailing address is 1000 N. West Street, Suite 1410, Wilmington, Delaware 19801; its sole officer and director is David Katz; and its registered agent for service of process is CorpNet, Incorporated. On information and belief, EasyPlant California and Mixtiles OPS USA Inc., a Delaware corporation ("EasyPlant Delaware"), share common ownership, management, officers, personnel, branding, and business operations, have held themselves out under the "EasyPlant" name, and operated as a single

integrated enterprise. On information and belief, EasyPlant California was formed to continue the same e-commerce plant business and operations previously conducted by EasyPlant Delaware, including the operations at the Facility described herein. On information and belief, EasyPlant California is the successor to EasyPlant Delaware, and the two entities acted as agents of one another and operated as a single integrated enterprise. Accordingly, each is jointly and severally liable for the conduct and obligations alleged herein. Unless otherwise indicated, all references to "EasyPlant" refer collectively to EasyPlant Delaware and EasyPlant California.

17. Plaintiffs are ignorant of the true names and capacities of defendants sued herein under the fictitious names DOE 1 through DOE 20, inclusive, and they are therefore sued pursuant to Code of Civil Procedure section 474. Plaintiffs will amend this Complaint to allege the true names and capacities of Doe defendants when ascertained. On information and belief, each Doe defendant is responsible in some manner for the events and occurrences alleged herein and is liable for the relief sought herein. Plaintiffs are informed and believe, and on that basis allege that the Doe defendants include, without limitation, supervisory and managerial personnel employed by or acting on behalf of EasyPlant who directed and oversaw operations at the Facility during the Relevant Period.

III. JURISDICTION AND VENUE

18. This Court has original jurisdiction over this action pursuant to Article VI, section 10 of the California Constitution. This is an unlimited civil action.

19. This Court has personal jurisdiction over each Defendant because: (i) each Defendant conducts business in this State; (ii) Defendants Glasco and van Eijk are residents of this State; (iii) Cal Coast is an entity formed in this State with its principal place of business in this State; (iv) EasyPlant California is an entity formed in and licensed to do business in this State, and EasyPlant Delaware is an entity that has conducted substantial, continuous, and systematic business in this State; and (v) each Defendant otherwise has sufficient minimum contacts with this State such that the exercise of jurisdiction is consistent with traditional notions of fair play and substantial justice.

20. Venue is proper under Code of Civil Procedure sections 393, 395, and 395.5 because San Mateo County is the location where Defendants committed the unlawful acts and omissions alleged herein and where Defendants' liability has arisen.d

IV. GENERAL ALLEGATIONS

A. Nature of the Business, the Relevant Period, and the Work Performed

21. Cal Coast operated the Facility for the growing, warehousing, commercial production, and order fulfillment of orchids and other live plant products. Cal Coast entered into a contractual arrangement with EasyPlant on or about January 20, 2022, memorialized in a written pilot agreement executed by EasyPlant Delaware, and thereafter renewed, extended, and continued by the parties' course of conduct and subsequent agreements, including the October 30, 2025 transition agreement, pursuant to which Cal Coast agreed to procure, warehouse, and fulfill orders of live plants for EasyPlant's e-commerce business. On information and belief, throughout the Relevant Period, the majority of Cal Coast's operations at the Facility were dedicated to fulfilling its contractual obligations to EasyPlant.

22. Workers at the Facility performed labor including planting, repotting, cleaning, sorting, packaging, labeling, and preparing live plant products for shipment to fulfill EasyPlant's customer orders. This work was primarily industrial and post-harvest in nature, consisting of order fulfillment and the preparation of plants for commercial distribution. Accordingly, Workers were employed in an industry governed by IWC Wage Order No. 8-2001 (Industries Handling Products After Harvest). Plaintiffs allege all wage and hour claims herein pursuant to Wage Order No. 8-2001 as the primary applicable order. To the extent any court determines that any portion of the work performed by the Workers constitutes labor in an agricultural occupation within the meaning of IWC Wage Order No. 14-2001 (Agricultural Operations), Plaintiffs allege in the alternative that Wage Order No. 14-2001 applies to such work and that Defendants' conduct constituted violations of that order as well. All references herein to the "applicable Wage Order" shall be construed accordingly.

23. The relevant period for the County's claims runs from approximately May 22, 2022—the earliest date for which the County may seek relief under the applicable statute of limitations—through December 30, 2025 (the "Relevant Period"), the date on which EasyPlant ceased operations at the Facility.

24. At the time OLSE received complaints in or about December 2025, approximately twenty-four (24) Workers were actively employed at the Facility. OLSE's subsequent investigation

identified wage and hour violations affecting approximately fifty (50) Workers employed at the Facility at various times during the Relevant Period.

B. Individual and Joint Employer Liability

25. Cal Coast Orchids, LLC was the employer of record for the Workers at the facility at all times during the Relevant Period. As employer of record, Cal Coast bore the non-delegable obligation to pay all wages when due under the California Labor Code and the applicable IWC Wage Orders.

26. In addition, Defendants Alison Glasco and Bas van Eijk are individually liable for the wage violations alleged herein pursuant to Labor Code section 558.1, and Defendant EasyPlant is jointly and severally liable as a joint employer of the Workers pursuant to IWC Wage Order Nos. 8-2001 and 14-2001 and Martinez v. Combs (2010) 49 Cal.4th 35.

1. Individual Liability of Defendants Glasco and Van Eijk

27. Labor Code section 558.1 provides that any employer, or other person acting on behalf of an employer, who violates or causes to be violated any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or who violates or causes to be violated Labor Code sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation. Section 558.1(b) defines "other person acting on behalf of an employer" to mean a natural person who is an owner, director, officer, or managing agent of the employer.

28. Individual liability under section 558.1 is established where the individual was personally involved in the violations at issue, or had sufficient participation in the activities of the employer — including over those responsible for the alleged wage and hour violations — such that the individual may be deemed to have contributed to, and thus caused, a violation within the meaning of the statute. Usher v. White (2021) 64 Cal.App.5th 883, 896–897.

29. At all times during the Relevant Period, Defendants Alison Glasco and Bas van Eijk were the co-owners and day-to-day operational managers of Cal Coast Orchids, L.L.C. In those capacities, Glasco and van Eijk jointly exercised direct and personal control over all payroll decisions, including the determination of when and in what amounts wages would be paid to the Workers.

30. On information and belief, Glasco and van Eijk communicated with Workers

regarding delayed and missing wages throughout the Relevant Period and directed Workers to defer the presentment of payroll checks, with knowledge that those instruments were drawn on accounts containing insufficient funds to honor them.

31. The foregoing conduct constitutes active and direct causation of the wage violations alleged herein within the meaning of Labor Code section 558.1. Glasco and van Eijk are therefore individually liable, jointly and severally with all other Defendants, for all civil penalties, unpaid wages, and other remedies sought in this Complaint.

2. Joint Employer Liability of Defendant EasyPlant

32. During the Relevant Period, EasyPlant contracted with Cal Coast Orchids, LLC for the provision of warehousing, order fulfillment, procurement, packaging, labelling, and product handling services through which EasyPlant's commercial operations were carried out and its products were distributed to customers.

33. The Workers whose compensation is at issue in this action performed labor integral to EasyPlant's commercial operations. Notwithstanding the formal contractual arrangement with Cal Coast, EasyPlant functioned as an operational principal with respect to those Workers and exercised sufficient control over the performance of their work to qualify as their employer under California law.

34. Under California law, multiple entities may simultaneously qualify as the employer of the same workers, and a contractual arrangement between those entities does not insulate any party from liability for wage and hour violations. *Martinez v. Combs*, *supra*, 49 Cal.4th at pp. 64–66. An entity qualifies as an employer if it: (a) exercises control over wages, hours, or working conditions; (b) suffers or permits work to be done; or (c) engages the worker so as to create a common law employment relationship. *Id.* at 64. A contractual disclaimer of an agency, employment, joint venture, or partnership relationship, including the disclaimer contained in the parties' Pilot Agreement, is not dispositive. Whether an employment relationship exists under California law depends on the parties' actual relationship and conduct, rather than the labels or disclaimers contained in their agreements.

a. Control Over the Manner and Means of Work

35. On information and belief, EasyPlant designed the fulfillment process workflow through which the Workers performed their assigned tasks.

36. EasyPlant supplied the equipment, machinery, computer workstations, and proprietary operational systems through which Workers processed and fulfilled orders. Pursuant to the pilot agreement between EasyPlant and Cal Coast Orchids, LLC, dated January 20, 2022, EasyPlant retained final discretionary authority over the purchase, installation, modification, and improvement of all mechanical equipment used in the fulfillment of product orders, further evidencing its operational control over the Facility.

37. On information and belief, EasyPlant trained the Workers at the commencement of the relationship and on a continuing basis throughout the Relevant Period, through in-person instruction, written materials, and instructional videos, on how each production task was to be performed.

38. On information and belief, EasyPlant personnel were regularly present at the Cal Coast facility, entered the production floor, demonstrated tasks, and directly corrected Workers' technique during active production.

39. On information and belief, EasyPlant required that all tasks be performed in strict conformity with specifications it established governing the measurement of materials, product assembly, packaging, and plant handling. Workers were instructed that EasyPlant's standards required orders to be completed precisely according to its specifications.

b. Control Over Hours and Pace of Work

40. On information and belief, EasyPlant contractually required that the interval between customer order placement and shipment not exceed three business days and enforced those deadlines through a real-time production monitoring system.

41. On information and belief, as EasyPlant's order volume increased — driven by EasyPlant's own business and marketing decisions, over which Cal Coast had no control — the Workers were required to extend their working hours to meet EasyPlant's fulfillment demands. During peak seasons, Workers regularly performed shifts of ten or more hours and worked on weekends solely to satisfy EasyPlant's production requirements.

42. On information and belief, EasyPlant required Cal Coast to report daily, through EasyPlant's tracking systems, the number of Workers assigned to EasyPlant orders and the total labor hours expended. EasyPlant personnel reviewed that data in real time, demanded explanations for

production shortfalls, and required confirmation that output would meet established daily targets. This continuous, real-time oversight of labor deployment reflects the active exercise of employer authority over the Workers' hours and conditions of employment.

c. Suffer or Permit — Knowledge of Wage Violations and Continued Operations

43. On information and belief, on or about October 10, 2025, EasyPlant sought proof of payroll compliance from Cal Coast upon learning that Cal Coast was failing to meet its financial obligations in ways that were affecting EasyPlant's operations.

44. On information and belief, by that time, EasyPlant had actual knowledge, or knew or should have known, that Workers were not being timely or fully paid for all hours worked by Cal Coast.

45. The October 30, 2025, transition agreement between EasyPlant and Cal Coast further confirms the parties' continuing operational relationship. The agreement provides that, during the transition period, Cal Coast would "continue to oversee the team supporting [EasyPlant's] operations and manage all related payments," and that "EasyPlant will utilize the CalCoast team to complete the transition." These provisions confirm that the Workers continued performing work in support of EasyPlant's operations while Cal Coast remained responsible for payroll. The agreement was executed after EasyPlant knew, or reasonably should have known, that Cal Coast was failing to timely pay wages owed to the Workers. Nevertheless, EasyPlant continued the arrangement under which the Workers supported its operations while payroll responsibilities remained with Cal Coast.

46. On information and belief, during the last week of November, 2025, Workers directly informed an EasyPlant supervisor present on site at the Cal Coast facility that they had not received wages and that multiple payroll checks had been dishonored. The EasyPlant supervisor acknowledged that the Workers should be compensated for the work they had performed and further stated that EasyPlant had already remitted payment to Cal Coast for the Workers' labor.

47. On information and belief, notwithstanding this actual knowledge, during the Black Friday and Christmas peak seasons, EasyPlant required the Cal Coast workforce to extend its hours to meet increased order volumes, thereby intensifying its reliance on a workforce it knew was not being lawfully compensated. EasyPlant possessed the contractual ability to withhold payments to Cal

Coast, condition continued use of the workforce on demonstrated payroll compliance, or terminate the arrangement, rights it had already exercised by demanding proof of payroll compliance on or about October 10, 2025, yet chose not to exercise those rights to protect the Workers.

d. Workforce Transfer as Further Indicia of Employer Authority

48. Plaintiffs allege, on information and belief, that on or about mid-December 2025, an EasyPlant supervisor assembled the Workers at the Cal Coast facility and informed them that EasyPlant would be relocating its operations to a new facility in Half Moon Bay. He told Workers he wanted to bring his "whole team" from Cal Coast with him to the new facility and directed Workers to provide their employment information to an incoming contractor of EasyPlant's choosing, and assured Workers of continued employment and reliable payment at the new location.

49. On information and belief, the incoming contractor identified by EasyPlant came to the Cal Coast facility, collected workers' employment information, and instructed workers to apply directly with the contractor for continued employment. Cal Coast management further confirmed that EasyPlant and its successor contractor retained the substantial majority of the Cal Coast workforce. These facts demonstrate that EasyPlant's involvement extended beyond a mere contractual relationship and included active participation in the transition, retention, and transfer of workers to the successor operation.

50. By reason of the foregoing, EasyPlant is jointly and severally liable, together with Cal Coast Orchids, LLC, Alison Glasco, and Bas van Eijk, for all unpaid wages, civil penalties, liquidated damages, waiting time penalties, restitution, injunctive relief, attorneys' fees, costs of suit, and all other relief sought in this Complaint on behalf of the Workers.

C. Defendants' Unlawful Wage Practices

51. Through the Relevant Period, Defendants, and each of them, employed the Workers within the meaning of Industrial Welfare Commission Wage Order No. 8-2001 and are jointly and severally liable for the violations alleged herein. Wage Order No. 8-2001 applies to industries engaged in the handling, processing, packing, and preparation for distribution of agricultural and horticultural commodities. (Wage Order No. 8-2001, § 2(H).) The Workers performed post-harvest commercial operations at the Facility, including receiving, processing, packaging, labeling, order

fulfillment, and preparing horticultural products for distribution to customers. Those activities are governed by Wage Order No. 8-2001.

52. In the alternative, and without waiver of the foregoing, to the extent any Defendant contends that Wage Order No. 8-2001 does not apply, the work performed by the Workers—encompassing the handling, sorting, and processing of plant-based or horticultural commodities—constitutes, at a minimum, employment covered by Industrial Welfare Commission Wage Order No. 14-2001, governing agricultural occupations. Accordingly, under either applicable Wage Order, Defendants bore non-delegable duties to pay all wages when due, to maintain accurate records of hours worked, and to comply with California wage and hour laws.

53. Defendants failed to meet these obligations. Instead, Defendants' business practices resulted in systematic underpayment, nonpayment, and untimely payment of wages. These violations reflect a sustained and knowing course of conduct in which Defendants continued to direct and control the Workers' labor, and to derive substantial commercial benefit therefrom, while willfully disregarding their legal obligation to ensure that Workers were fully, accurately, and timely compensated.

D. The OLSE Investigation

54. At all times during the Relevant Period, the Workers performed compensable labor exclusively within the unincorporated area of San Mateo County, California. Work performed in the unincorporated area of San Mateo County is subject to the San Mateo County Minimum Wage Ordinance ("SMCMW" or "Ordinance"), codified at Chapter 5.158 of the San Mateo County Ordinance Code. The Ordinance was adopted by the San Mateo County Board of Supervisors in December 2022 and became operative on April 1, 2023. The Ordinance requires every employer to pay each covered employee no less than the applicable local minimum wage for each hour of compensable work performed within the unincorporated area of the County.

55. The minimum wage established by the SMCMW took effect at $16.50 per hour on April 1, 2023, and is subject to annual adjustment on January 1 of each year based on changes in the Consumer Price Index. As of January 1, 2025, the applicable minimum wage under the Ordinance was $17.46 per hour. During all periods preceding the Ordinance's operative date — from May 22, 2022,

through March 31, 2023 — the applicable State minimum wage governed, and Defendants were independently obligated to pay Workers no less than that rate for each hour of compensable time worked.

56. Beginning in or around December 2025, Office of Labor Standards Enforcement ("OLSE") received complaints from Workers employed at the Facility alleging serious and recurring wage and hour violations, including the failure to pay wages on time, failure to pay overtime compensation, issuance of payroll checks drawn on accounts with insufficient funds, and failure to furnish accurate wage statements. At the time OLSE received those complaints, approximately twenty-four (24) Workers were actively employed at the Facility.

57. On or about December 16, 2025, the OLSE served a Notice of Investigation on Cal Coast, requesting production of employment records, timekeeping records, and payroll records for all workers employed at the Facility during the Relevant Period. On or about December 31, 2025, Cal Coast submitted a partial response, producing incomplete records that did not fully satisfy the scope of OLSE's request. However, the records produced reflected that Workers had not received wages owed for work performed during at least three pay periods ending in November and December 2025.

58. On January 5, 2026, OLSE advised Cal Coast that its response was deficient and required the production of complete timekeeping records, including daily start and end times, total hours worked per pay period, and all supporting payroll documentation. OLSE set a deadline of January 12, 2026, for compliance.

59. On January 9, 2026, OLSE served a Notice of Preliminary Findings and Order for Interim Relief on Cal Coast, identifying violations of the San Mateo County Minimum Wage Ordinance apparent on the face of the records received to date and ordering immediate corrective action, including the prompt payment of all outstanding wages owed to Workers.

60. On January 12, 2026, Defendant Glasco provided additional timekeeping records, represented that further documents would follow, and asserted that employee pay practices complied with local law and company policy.

61. On January 13, 2026, OLSE served a Notice of Investigation on EasyPlant, attaching the January 9, 2026, Notice of Preliminary Findings and Order for Interim Relief, and requesting production of all records relevant to EasyPlant's role in the employment and compensation of

Workers at the Facility.

62. On January 20, 2026, OLSE communicated with Defendant van Eijk regarding compliance with the Order for Interim Relief. Based on van Eijk's representation that Defendants were actively working to pay all outstanding wages and sought to resolve the matter cooperatively, OLSE extended the compliance deadline to January 26, 2026. Defendants did not tender the required payments by that extended deadline.

63. On January 27, 2026, EasyPlant responded to OLSE's Notice of Investigation and Request for Production of Documents.

64. Throughout the Relevant Period, Defendants failed to compensate Workers for all hours they worked. In addition to the fully uncompensated time in late 2025, OLSE's review of Defendants' payroll and timekeeping records revealed many instances of employees working more hours than they were paid for.

65. Throughout the Relevant Period, Workers regularly worked shifts and workweeks that triggered the overtime and double-time premium pay obligations set forth in Labor Code section 510 and the applicable IWC Wage Orders. Defendants nevertheless failed to compensate Workers at the legally required overtime rates for many of these hours. On information and belief, in numerous instances, Defendants paid straight-time wages for hours that qualified for premium compensation, including through cash payments and at times also failed to pay any wages for overtime hours worked.

66. OLSE's investigation further established that, during the period from approximately November 17, 2025, through December 26, 2025, Defendants failed to pay the approximately twenty-four (24) Workers then actively employed at the Facility any wages whatsoever for at least three (3) complete and consecutive pay periods, and potentially more. Workers performed compensable labor throughout this period, at Defendants' direction and for Defendants' commercial benefit, without receiving any compensation.

67. The complete nonpayment of wages during November and December 2025 was the culmination of a course of chronic underpayment and nonpayment that Defendants had perpetuated throughout the Relevant Period. Prior to the period of complete nonpayment, Defendants, on repeated occasions failed to pay Workers for all hours worked, failed to timely compensate Workers at the

applicable overtime rates, and failed to provide Workers with wage statements that accurately disclosed their hours worked, applicable wage rates, or gross wages earned.

68. On multiple occasions throughout the Relevant Period, Defendants failed to provide Workers with lawful, uninterrupted meal periods as required by Labor Code section 512 and the applicable IWC Wage Orders and failed to pay the premium compensation required by Labor Code section 226.7(c) for each workday on which a compliant meal period was not provided.

69. In May 2026, Defendants and the County Attorney entered into a written Tolling Agreement, effective retroactively to May 7, 2026. Pursuant to the Tolling Agreement, all applicable statutes of limitations and other contractual time limitations relating to the claims alleged herein were tolled. The Tolling Agreement was subsequently extended by mutual agreement on multiple occasions before the County Attorney terminated it by written notice dated August 3, 2026, in accordance with its terms, effective five (5) days thereafter. Accordingly, this action is timely as to all claims that were timely as of May 7, 2026. In addition, each pay period in which Defendants failed to pay Workers the wages required by law constitutes a separate and discrete violation, and Defendants' unlawful conduct continued through December 30, 2025. Claims for waiting time penalties under Labor Code section 203 accrued upon each Worker's separation from employment and are timely under Labor Code section 203, subdivision (b). Plaintiffs' claims under Business and Professions Code section 17200 are likewise timely as to all unlawful conduct occurring within four years preceding May 7, 2026. (Bus. & Prof. Code, § 17208.)

V. CAUSES OF ACTION

FIRST CAUSE OF ACTION
Failure to Pay Minimum Wages

(Lab. Code §§ 218.6, 558.1, 1182.12, 1194, 1194.2, 1197,1197.1; IWC Wage Order No. 8-2001 § 4; IWC Wage Order No. 14-2001 § 4; SMCMW §§ 5.158.040, 5.158.090 (g) and (h))

By Plaintiff County Counsel Against All Defendants

70. Plaintiff realleges and incorporates herein by reference each and every allegation contained in all preceding paragraphs of this Complaint as though set forth in full.

71. At all times during the Relevant Period, Defendants employed the Workers within the meaning of IWC Wage Order No. 8-2001 and, to the extent applicable, IWC Wage Order No. 14-2001. Each Defendant constituted an "employer" as that term is defined under the California Labor Code,

The San Mateo County Minimum Wage Ordinance and the applicable Wage Orders, and each is jointly and severally liable for the violations alleged herein.

72. Labor Code section 1182.12 provides the applicable minimum wage rates in California. SMCMW section 5.158.040 provides the applicable minimum wage rates in the unincorporated areas of San Mateo County.

73. Pursuant to Labor Code section 558.1, Defendants Glasco and van Eijk — each of whom is an owner and managing agent of Cal Coast who caused the violations alleged herein — are individually liable as the employer for the violations of the Labor Code and the applicable Wage Order alleged in this cause of action, as set forth in Paragraphs 27 through 31, which are incorporated herein.

74. Labor Code section 1197 states that the minimum wage fixed by the Industrial Welfare Commission or by any applicable state or local law is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.

75. Labor Code section 1197.1 states that an employer or other person acting as an officer, agent, or employee of another person who pays less than the minimum wage is subject to civil penalty, restitution of wages, and liquidated damages.

76. Throughout the Relevant Period, Defendants failed to pay Workers all minimum wages to which they were lawfully entitled. These violations included, without limitation:

a) Defendants' failure to compensate Workers for all hours worked, including compensable time captured in Defendants' own timekeeping records for which no corresponding wages were paid.

b) Complete nonpayment of wages for certain pay periods, including but not limited to the period running from approximately November 17, 2025 through December 26, 2025, during which Workers received no compensation; and

c) Payment practices that resulted in Workers receiving an effective hourly rate below the applicable state or local minimum wage requirements for all hours worked within a given pay period.

77. Defendants' failure to pay the applicable minimum wage was willful, knowing, and intentional throughout the Relevant Period, as evidenced by, among other facts alleged above:

Defendants' own timekeeping records reflecting unpaid hours, the dishonored payroll checks and the Workers' contemporaneous complaints.

78. As a direct and proximate result of Defendants' violations, Defendants are liable to the Workers for:

a) All unpaid minimum wages due and owing, pursuant to Labor Code section 1194;
b) Liquidated damages in an amount equal to the unpaid wages, pursuant to Labor Code section 1194.2;
c) Civil penalties pursuant to Labor Code section 1197.1 of one hundred dollars ($100.00) per underpaid employee for each pay period in which an initial violation occurred and two hundred fifty dollars ($250.00) per underpaid employee for each pay period in which a subsequent or willful violation occurred, together with amounts sufficient to recover the underpaid wages and liquidated damages as provided by section 1197.1;
d) Interest on all due and unpaid wages at the rate specified in California Civil Code section 3289(b), pursuant to SMCMW section 5.158.090(g), accruing from the date the wages were due and payable through the date the wages are paid in full;
e) Reasonable attorney's fees and costs pursuant to Labor Code section 181(c) and SMCMW section 5.158.090(h).

SECOND CAUSE OF ACTION
Failure to Pay Overtime Wages
(Lab. Code §§ 218.6, 510, 558, 558.1,1194; IWC Wage Order No. 8-2001 § 3; IWC Wage Order No. 14-2001 § 3)
By Plaintiff County Counsel Against All Defendants

79. Plaintiff realleges and incorporates herein by reference each and every allegation contained in all preceding paragraphs of this Complaint as though set forth in full.

80. At all times during the Relevant Period, the Workers' employment was governed by IWC Wage Order No. 8-2001. Section 3 of that Order, consistent with Labor Code section 510, mandates that employees receive: (i) overtime compensation at a rate of not less than one and one-half times their regular rate of pay for all hours worked in excess of eight (8) in any one workday and for all hours worked in excess of forty (40) in any one workweek; and (ii) double-time compensation at twice

the regular rate of pay for all hours worked in excess of twelve (12) in any one workday and for all hours worked beyond eight (8) on the seventh consecutive day of any workweek.

81. On information and belief, Workers regularly worked shifts and workweeks that triggered these premium pay obligations, with Defendants' knowledge, direction, and consent. Defendants nevertheless failed to compensate Workers at the legally required overtime and double-time rates for all overtime and double-time hours. In certain instances, Defendants paid straight-time wages for hours that qualified for premium compensation; in other instances, hours worked in excess of the applicable daily and weekly thresholds were not compensated at any rate, including during periods of complete nonpayment.

82. On information and belief, a major driver of these violations was Defendants' selective application of the overtime standards set forth in Wage Order No. 14-2001, which provides less favorable overtime protections than Wage Order No. 8-2001, to Workers whose employment was properly governed by Wage Order No. 8-2001. This misapplication deprived Workers of overtime and double-time wages to which they were lawfully entitled under the more protective Wage Order.

83. Pursuant to Labor Code section 558.1, Defendants Glasco and van Eijk — each of whom is an owner and managing agent of Cal Coast who caused the violations alleged herein — are individually liable as the employer for the violations of Labor Code section 510 and the applicable Wage Order alleged in this cause of action, as set forth in Paragraphs 27 through 31, which are incorporated herein.

84. As a direct and proximate result of the foregoing, Defendants are liable to the Workers for:

a) All unpaid overtime and double-time wages due and owing, pursuant to Labor Code section 1194;

b) Civil penalties pursuant to Labor Code section 558 for each pay period in which a violation occurred;

c) Interest on all due and unpaid overtime wages, pursuant to Labor Code sections 218.6 and 1194;

d) Reasonable attorney's fees and costs pursuant to Labor Code section 181(c) and

SMCMW section 5.158.090(h).

THIRD CAUSE OF ACTION
Failure to Provide Lawful Meal Periods
(Lab. Code §§ 226.7, 512, 558, 558.1; IWC Wage Order No. 8-2001 § 11; IWC Wage Order No. 14-2001 § 11)
By Plaintiff County Counsel Against All Defendants

85. Plaintiff realleges and incorporates herein by reference each and every allegation contained in all preceding paragraphs of this Complaint as though set forth in full.

86. Pursuant to Labor Code section 558.1, Defendants Glasco and van Eijk — each of whom is an owner and managing agent of Cal Coast who caused the violations alleged herein — are individually liable as the employer for the violations of Labor Code sections 226.7 and 512 and the applicable Wage Order alleged in this cause of action, as set forth in Paragraphs 27 through 31, which are incorporated herein.

87. Labor Code section 512, as amplified by Section 11 of the applicable IWC Wage Orders, requires that an employer provide an employee with an uninterrupted, off-duty meal period of not less than thirty (30) minutes for any work period of five (5) or more hours, and a second uninterrupted, off-duty meal period of not less than thirty (30) minutes for any work period of ten (10) or more hours. An employer satisfies this obligation only by relinquishing all control over the employee during the meal period and relieving the employee of all duties.

88. Where an employer fails to provide a compliant meal period, Labor Code section 226.7(c) requires the employer to pay one additional hour of compensation at the employee's regular rate of pay for each workday on which a compliant meal period was not provided (the "meal period premium").

89. On information and belief, on many occasions throughout the Relevant Period, Defendants failed to provide Workers with lawful meal periods in compliance with the foregoing requirements. These failures included, without limitation, the failure to make timely, complete, and uninterrupted first meal periods available and the failure to provide second meal periods on shifts of more than ten (10) hours. The operational demands of the Facility — including the order-fulfillment deadlines and production-volume requirements imposed by EasyPlant — required Workers to remain on the production line during peak production periods in order to meet EasyPlant's three-business-day

shipment deadlines and daily output targets. Defendants failed to pay the meal period premium owed for each workday on which a compliant meal period was not provided. Those meal period premiums constitute wages that were required to be reported on Workers' itemized wage statements pursuant to Labor Code section 226 and to be timely paid upon separation pursuant to Labor Code sections 201 through 203.

90. As a direct and proximate result of Defendants' violations, Defendants are liable to the Workers for:

a) One (1) hour of premium pay at each Worker's regular rate of compensation for each workday on which a required meal period was not provided, pursuant to Labor Code section 226.7(c);
b) Civil penalties pursuant to Labor Code section 558 for each pay period in which a violation occurred;
c) Interest on all amounts due and owing; and
d) Reasonable attorney's fees and costs pursuant to Labor Code section 181(c) and SMCMW section 5.158.090(h).

FOURTH CAUSE OF ACTION
Issuance of Insufficient Fund Checks
(Lab. Code §§ 203.1, 204, 212, 225.5)
By Plaintiff County Counsel Against All Defendants

91. Plaintiff realleges and incorporates herein by reference each and every allegation contained in all preceding paragraphs of this Complaint as though set forth in full.

92. Labor Code section 203.1 provides that where an employer issues, in bad faith, a payroll instrument that is not honored by the bank or other drawee upon presentment because of insufficient funds, the wages of the employee shall continue as a penalty from the date of dishonor until paid or until an action therefor is commenced, at the same rate of compensation, for a period not to exceed thirty (30) days.

93. Labor Code section 212 prohibits an employer from paying wages by check, draft, or voucher unless the instrument is negotiable and payable in cash, on demand, without discount, at an established place of business in California, and unless the employer has sufficient funds available for

payment of the instrument upon presentation. Labor Code section 225.5 subjects any employer or other person acting on behalf of an employer who unlawfully withholds wages in violation of section 212 to a civil penalty of one hundred dollars ($100.00) per employee for each initial violation and two hundred dollars ($200.00) per employee, plus twenty-five percent (25%) of the amount unlawfully withheld, for each subsequent or willful violation.

94. On information and belief, on one or more occasions during the Relevant Period, Defendants issued payroll checks to Workers drawn on deposit accounts that contained insufficient funds to honor those instruments upon presentment. Workers were unable to negotiate their payroll checks and were thereby deprived of earned wages to which they were legally entitled. Defendants had actual knowledge, at the time such instruments were issued, that the accounts upon which they were drawn were inadequately funded. Defendants Cal Coast, Glasco, and Van Eijk controlled those accounts and thus had direct knowledge of their underfunding, while EasyPlant received direct, on-site notice from Workers that paychecks were bouncing and wages were going unpaid. Notwithstanding that knowledge, Defendants continued to issue payroll instruments they knew or had reason to know would not be honored, constituting bad faith within the meaning of Labor Code section 203.1. Defendants Cal Coast, Glasco, and van Eijk are liable as the issuers of the dishonored instruments; Defendant EasyPlant is jointly and severally liable as a joint employer of the Workers, as alleged above.

95. On information and belief, Defendants further instructed Workers to delay the presentment of their payroll instruments, in an effort to avoid dishonor, thereby unlawfully deferring delivery of earned wages and extending the period of nonpayment in violation of Labor Code sections 203.1 and 204, and in violation of section 212's requirement that payroll instruments be negotiable and payable in cash, on demand, without discount.

96. As a direct and proximate result of Defendants' bad faith issuance of dishonored payroll instruments, Defendants are liable to the affected Workers for:

a) A penalty equal to the continuation of each affected Worker's wages from the date of dishonor until paid, at the same rate of compensation, for the period provided by statute, from the date of dishonor until paid or until the commencement of this action, not to exceed thirty (30) days, in amounts according to proof, pursuant to Labor Code section 203.1;

b) All unpaid wages represented by the dishonored instruments, recoverable from Defendants Cal Coast, Glasco and van Eijk as issuers and from Defendant EasyPlant as a joint employer;

c) Civil penalties pursuant to Labor Code section 225.5; and

d) Reasonable attorney's fees and costs pursuant to Labor Code section 181(c) and SMCMW section 5.158.090(h).

FIFTH CAUSE OF ACTION
Failure to Furnish Accurate Itemized Wage Statements and Maintain Required Payroll Records
(Lab. Code §§ 226, 226.3, 558.1, 1174, 1174.5; IWC Wage Order No. 8-2001 § 7; IWC Wage Order No. 14-2001 § 7; SMCMW §5.158.070 (a))
By Plaintiff County Counsel Against All Defendants

97. Plaintiff realleges and incorporates herein by reference each and every allegation contained in all preceding paragraphs of this Complaint as though set forth in full.

98. Labor Code section 226(a) imposes upon every employer the affirmative obligation to furnish each employee, at the time of each payment of wages, an accurate, itemized written statement setting forth, among other required information: the gross wages earned; the total hours worked; all applicable hourly rates in effect during the pay period; the corresponding number of hours worked at each rate; all deductions; and the net wages earned. Section 7 of IWC Wage Order No. 8-2001 independently requires employers to maintain accurate, complete records of daily hours worked by each employee, and to make such records available for inspection upon request. SMCMW § 5.158.070(a) independently requires each employer to maintain records documenting compliance with the Ordinance for a period of four years.

99. Labor Code section 226.3 states that an employer who violates the section shall be subject to a civil penalty of $250 per employee per violation for an initial citation and $1,000 per employee for a subsequent violation.

100. Pursuant to Labor Code section 558.1, Defendants Glasco and van Eijk — each of whom is an owner and managing agent of Cal Coast who caused the violations alleged herein — are individually liable as the employer for the violations of Labor Code section 226 alleged in this cause of

action, as set forth in Paragraphs 27 through 31, which are incorporated herein. Labor Code section 1174 requires every employer to keep accurate payroll records showing the hours worked daily by, and the wages paid to, its employees, and Labor Code section 1174.5 subjects an employer that willfully fails to maintain such records to a civil penalty of five hundred dollars ($500.00).

101. On information and belief, throughout the Relevant Period, Defendants failed to provide Workers with wage statements that accurately reflected the information required by Labor Code section 226(a). As revealed through OLSE's investigation and confirmed by Workers' own accounts, these deficiencies included the failure to accurately report total hours worked, gross wages earned, applicable wage rates, and net wages paid. In numerous instances, the wage statements issued to Workers affirmatively misrepresented the compensation owed, reflecting figures that did not correspond to the hours recorded in Defendants' own timekeeping records. Defendants further failed to maintain accurate, complete payroll records as required by the applicable Wage Orders, thereby impairing the Workers' ability to verify the accuracy of their compensation and to enforce their statutory rights.

102. On information and belief, these violations were knowing and intentional within the meaning of Labor Code section 226(e). Defendants maintained their own timekeeping records reflecting the hours Workers actually worked, yet issued wage statements that did not accurately reflect those hours or the wages owed. Defendants continued this practice throughout the Relevant Period, including during periods when Workers had reported directly to Defendants that their wages were not being paid and that payroll checks had been dishonored. Workers suffered injury as a result of these failures — including the inability to promptly and easily determine from the face of the wage statements alone whether they had been paid correctly and in full, and the inability to identify the full extent of the underpayment without reference to records outside the wage statements themselves. No good faith belief in compliance was objectively reasonable: Defendants issued statements contradicted by their own timekeeping records and continued the practice after Workers reported nonpayment and dishonored checks.

103. As a direct and proximate result of Defendants' violations, Defendants are liable to each affected Worker for:

a) Penalties pursuant to Labor Code section 226(e) of fifty dollars ($50.00) for the initial pay period in which a violation occurred and one hundred dollars ($100.00) for each subsequent pay period in which a violation occurred, up to a maximum aggregate penalty of four thousand dollars ($4,000.00) per employee;

b) Civil penalties pursuant to Labor Code section 226.3 in the amount of two hundred fifty dollars ($250.00) per employee for an initial violation and one thousand dollars ($1,000.00) per employee for each subsequent violation, in amounts according to proof, for knowingly and intentionally failing to provide accurate and complete itemized wage statements as required by Labor Code section 226(a);

c) A civil penalty of five hundred dollars ($500.00) per employee for failure to maintain required payroll records, pursuant to Labor Code section 1174.5;

d) Reasonable attorney's fees and costs pursuant to Labor Code section 181(c) and SMCMW section 5.158.090(h).

SIXTH CAUSE OF ACTION
Failure to Timely Pay All Wages Due
(Lab. Code §§ 204, 210 and 218.6)
By Plaintiff County Counsel Against All Defendants

104. Plaintiff realleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

105. Labor Code section 204 requires employers to pay all wages earned no less than twice per month on the days designated in advance as regular paydays.

106. On repeated occasions throughout the Relevant Period, Defendants failed to pay Workers all wages earned on designated paydays. Between July 10, 2025 and December 26, 2025, as reflected in Defendants' own payroll records obtained by OLSE, Defendants issued wages to Workers between four (4) and thirty-five (35) days after the regular paydays on which those wages were due, in violation of Labor Code section 204. Additionally, from on or about November 17, 2025 through the cessation of operations on December 30, 2025, Defendants paid Workers no wages at all. In many instances, the effective delay was further compounded because payroll checks were dishonored upon presentment, extending the period of actual nonpayment beyond even the late check issuance date. In addition, by virtue of Defendants' failure to pay applicable minimum wages, overtime and double-time

compensation, and meal period premiums as they became due, Defendants failed to timely pay Workers all wages earned throughout the Relevant Period. These failures were willful, for the reasons alleged above; accordingly, the enhanced penalty of Labor Code section 210 for subsequent or willful violations applies.

107. As a direct and proximate result of Defendants' violations, Defendants are liable to the Workers for:

a) Civil penalties pursuant to Labor Code section 210(a) of one hundred dollars ($100.00) per employee for the initial violation, and two hundred dollars ($200.00) per employee plus twenty-five percent (25%) of the amount unlawfully withheld for each subsequent or willful violation;

b) Interest on all wages due and unpaid pursuant to Labor Code section 218.6 accruing from the date the wages were due and payable through the date the wages are paid in full; and

c) Reasonable attorneys fees and costs pursuant to Labor Code section 181(c) and SMCMW section 5.158.090(h).

SEVENTH CAUSE OF ACTION
Failure to Pay All Wages Due Upon Separation of Employment
(Lab. Code §§ 201, 202, 203, 218.6, 558.1)
By Plaintiff County Counsel Against All Defendants

108. Plaintiff realleges and incorporates herein by reference each and every allegation contained in all preceding paragraphs of this Complaint as though set forth in full.

109. Labor Code section 201 requires an employer who discharges an employee to pay all wages earned and unpaid immediately upon discharge.

110. Labor Code section 202 requires an employer to pay all wages earned and unpaid to an employee who resigns within seventy-two (72) hours of the employee's notice of resignation, or immediately upon resignation where the employee provides at least seventy-two (72) hours' prior notice. These obligations extend to all wages then due, including regular wages, overtime wages, and any other compensation earned but unpaid as of the date of separation.

111. Workers who separated from Defendants' employment — whether by discharge or

resignation — were not paid all wages due and owing at the time of separation. At the time of separation, Defendants had failed to pay as many as three (3) consecutive pay periods of earned wages, leaving those Workers without compensation for substantial periods of service rendered. Approximately 20 Workers separated from Defendants' employment on or about December 30, 2025, when operations at the Facility ceased.

112. Defendants' failure to pay all wages upon separation was willful within the meaning of Labor Code section 203. Defendants had actual knowledge that wages were owed — Workers had reported nonpayment directly to Defendants' own supervisor on site, who acknowledged the debt. Defendants had issued payroll checks that were dishonored upon presentment and had instructed Workers to delay cashing their paychecks rather than disputing the amounts owed. No good faith dispute existed as to the amounts due. Defendants simply failed and refused to pay wages they knew were owed.

113. As a direct and proximate result of Defendants' violations, Defendants are liable to each affected Worker for:

a) All unpaid wages due and owing at the time of separation, pursuant to Labor Code sections 201 and 202;

b) Waiting time penalties pursuant to Labor Code section 203, in an amount equal to each affected Worker's daily rate of pay for each day wages remained unpaid following separation, up to a maximum of thirty (30) calendar days;

c) Interest on all unpaid wages pursuant to Labor Code section 218.6, accruing from the date the wages were due and payable through the date the wages are paid in full; and Reasonable attorne's fees and costs pursuant to Labor Code section 181(c) and SMCMW section 5.158.090(h).

EIGHTH CAUSE OF ACTION
Unlawful Business Practices
(Bus. & Prof. Code §§ 17200, 17203, 17204, 17206 et seq.)
By Plaintiff the People Against All Defendants

114. Plaintiff realleges and incorporates herein by reference each and every allegation contained in all preceding paragraphs of this Complaint as though set forth in full.

115. County Counsel is authorized to bring this cause of action pursuant to Business

and Professions Code section 17206 by virtue of a written agreement with the San Mateo County District Attorney entered into pursuant to Business and Professions Code sections 17204 and 17206(a), authorizing County Counsel to prosecute actions involving violations of a county ordinance in the name of the People of the State of California.

116. Business and Professions Code section 17200 prohibits any "unlawful, unfair or fraudulent business act or practice." A business practice is "unlawful" within the meaning of section 17200 if it violates any underlying federal, state, or local law, including the San Mateo County Minimum Wage Ordinance.

117. Defendants engaged in unlawful business acts or practices within the meaning of Business and Professions Code section 17200 by:

a) Failing to pay Workers all minimum wages required by the SMCMW;

b) Failing to pay Workers any wages for at least three (3) consecutive pay periods, from on or about November 17, 2025 through December 26, 2025, during which Workers continued to perform compensable labor, in violation of the minimum wage requirements of the SMCMW (section 5.158.040) and of Labor Code sections 1182.12, 1194, and 1197

c) Failing to pay wages on the designated paydays required by the SMCMW;

d) Failing to maintain records as required by the SMCMW.

118. Defendants' unlawful practices are likely to recur absent injunctive relief. As alleged above, EasyPlant has continued the same fulfillment operation at a new facility in Half Moon Bay, within the unincorporated area of the County, staffed by substantially the same workforce through a successor contractor of EasyPlant's choosing. Plaintiff the People is accordingly entitled to injunctive relief pursuant to section 17203, to civil penalties of up to two thousand five hundred dollars ($2,500.00) for each violation pursuant to section 17206(a), and to restitution of all wages and compensation unlawfully withheld pursuant to section 17203.

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VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray for judgment against Defendants, and each of them, jointly and severally, as follows:

1. **Civil Penalties.** For all civil penalties authorized by the Labor Code for the violations alleged herein, recoverable by County Counsel as a public prosecutor pursuant to Labor Code section 181, in amounts according to proof, with all moneys recovered to be applied first to payments due to affected Workers as required by Labor Code section 181;

2. **Civil Penalties for Minimum Wage Violations.** For civil penalties pursuant to Labor Code section 1197.1 against each Defendant for each pay period in which any Worker was paid less than the applicable minimum wage, in the amounts of one hundred dollars ($100.00) per underpaid employee for each initial intentional violation and two hundred fifty dollars ($250.00) per underpaid employee for each subsequent or willful violation, together with amounts sufficient to recover the underpaid wages and liquidated damages as provided by section 1197.1;

3. **Civil Penalties for Overtime Violations.** For civil penalties pursuant to Labor Code section 558 against each Defendant for each pay period in which any Worker was not paid all required overtime and double-time compensation, in the amounts of fifty dollars ($50.00) per underpaid employee for each pay period of initial violation and one hundred dollars ($100.00) per underpaid employee for each pay period of subsequent violation, together with amounts sufficient to recover the underpaid wages;

4. **Civil Penalties for Untimely Payment of Wages.** For civil penalties pursuant to Labor Code section 210 against each Defendant for each pay period in which wages were not paid on the designated payday required by Labor Code section 204, in the amounts of one hundred dollars ($100.00) per employee for the initial violation and two hundred dollars ($200.00) per employee plus twenty-five percent (25%) of the amount unlawfully withheld for each subsequent or willful violation;

5. **Civil Penalties for Wage Statement Violations.** For statutory damages pursuant to Labor Code section 226 (e), against each Defendant for each knowing and intentional failure to provide accurate, itemized wage statements, in the amount of fifty dollars ($50.00) per employee for the initial violation and one hundred dollars ($100.00) per employee for each subsequent violation, up to a maximum of four thousand dollars ($4,000.00) per employee; for civil penalties pursuant to Labor Code section 226.3 in the

amount of two hundred fifty dollars ($250.00) per employee per violation for the initial violation and one thousand dollars ($1,000.00) per employee per violation for each subsequent violation, in amounts according to proof; and for civil penalties pursuant to Labor Code section 1174.5 in the amount of five hundred dollars ($500.00) for each failure to maintain required payroll records, in amounts according to proof;

6. **Penalties for Issuance of Insufficient Fund Instruments.** For penalties pursuant to Labor Code section 203.1 against each Defendant for each payroll instrument issued in bad faith on insufficient funds, in an amount equal to the continuation of each affected Worker's wages from the date of dishonor at the same rate of compensation, for the period provided by statute, from the date of dishonor until paid or until the commencement of this action, not to exceed thirty (30) days, in amounts according to proof;

7. **Restitution of Unpaid Wages.** For full restitution of all unpaid minimum wages, overtime wages, double-time wages, and meal period premiums unlawfully withheld from Workers by Defendants during the Relevant Period, pursuant to Labor Code sections 1194 and 1197, in amounts to be proven at trial;

8. **Liquidated Damages.** For liquidated damages for minimum wage violations in an amount equal to the total unpaid minimum wages found due and owing, pursuant to Labor Code section 1194.2, as to each affected Worker;

9. **Waiting Time Penalties.** For waiting time penalties pursuant to Labor Code section 203 against each Defendant for the willful failure to pay all wages due and owing to Workers upon separation from employment, in an amount equal to each affected Worker's daily rate of pay for each day wages remained unpaid following separation, up to thirty (30) calendar days;

10. **Prejudgment Interest.** For prejudgment interest on all unpaid wages and compensation found due and owing, at the rate of ten percent (10%) per annum pursuant to Civil Code section 3289(b), Labor Code sections 218.6 and 1194, and SMCMW section 5.158.090(h), accruing from the date each amount became due until the date of judgment;

11. **Injunctive Relief.** For a permanent injunction pursuant to Business and Professions Code section 17203 enjoining Defendants, and all persons acting on their behalf or in concert with them — including at any successor facility within the unincorporated area of the County — from further violations

of the SMCMW as alleged in the Eighth Cause of Action;

12. **UCL Civil Penalties.** For civil penalties of two thousand five hundred dollars ($2,500.00) per violation of the SMCMW, as proved at trial, pursuant to Business and Professions Code section 17206(a);

13. **UCL Restitution and Equitable Relief.** For all restitutionary and equitable relief authorized under Business and Professions Code sections 17200 et seq., including restitution of all wages and compensation unlawfully withheld from Workers as alleged in the Eighth Cause of Action;

14. **Attorneys' Fees and Costs of Suit.** For reasonable attorneys' fees and costs of suit incurred in the prosecution of this action, pursuant to Labor Code section 181(c) and SMCMW section 5.158.090(h);

15. **Such Other and Further Relief.** For such other and further legal and equitable relief as this Court deems just and proper under the circumstances.

Dated: Aug 10, 2026

Respectfully submitted,

JOHN D. NIBBELIN, COUNTY COUNSEL

By: ______________________________
H. Carolina Babbidge, Deputy

Attorneys for Plaintiffs, the People of the State of California and John D. Nibbelin County Counsel for the County of San Mateo