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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

CHERYL BLACK, individually, and on behalf
of aggrieved employees pursuant to the Private
Attorneys General Act (“PAGA”);

Plaintiff,

v.

SEABREEZE MANAGEMENT COMPANY,
INC., a California corporation; ISAIAH S.
HENRY, an individual; and DOES 1 through
100, inclusive;

Defendants.

Case No.: BCV-20-101627-BCB

Assigned for All Purposes to:
Bernard C. Barmann, Jr.
Division H

**FIRST AMENDED COMPLAINT FOR
CIVIL PENALTIES FOR VIOLATION
OF LABOR CODE § 2698 *et seq.*
(PRIVATE ATTORNEYS GENERAL
ACT OF 2004)**

Complaint Filed: July 14, 2020
Trial Date: January 23, 2023

1 Plaintiffs CHERYL BLACK and JAIDYN LETTIERI (“Plaintiffs”) hereby submit their
2 Complaint against Defendants SEABREEZE MANAGEMENT COMPANY, INC.; ISAIAH S.
3 HENRY; and DOES 1 through 100, inclusive; (collectively, “Defendants”), on behalf of
4 themselves and other current and former aggrieved employees of Defendants for penalties as
5 follows:

6 **INTRODUCTION**

7 1. This representative action brought pursuant to Labor Code § 2698 *et seq.*
8 (the Private Attorneys General Act of 2004 (“PAGA”)) for Defendants’ violations of Labor Code
9 §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197,
10 1197.1, 1198, 2800 and 2802.

11 2. This Complaint challenges Defendants’ systemic illegal employment
12 practices resulting in violations of the stated provisions of the Labor Code against the identified
13 group of employees.

14 3. Plaintiff is informed and believes and thereon alleges Defendants jointly
15 and severally acted intentionally and with deliberate indifference and conscious disregard to the
16 rights of all employees in (1) failing to pay all meal period wages and rest break wages, (2)
17 failing to properly calculate and pay all minimum and overtime wages, (3) failing to provide
18 accurate wage statements, (4) failing to pay all wages due and owing during employment and
19 upon termination of employment, and (5) failing to reimburse all necessary business expenses.

20 **JURISDICTION AND VENUE**

21 4. This action is brought pursuant to PAGA. The civil penalties sought by
22 Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established
23 according to proof at trial.

24 5. This Court has jurisdiction over this action pursuant to California
25 Constitution, Article VI, Section 10, which grants the Superior Court original jurisdiction in all
26 causes except those given by statute to other courts. The statutes under which this action is
27 brought do not specify any other basis for jurisdiction.
28

6. This Court has jurisdiction over the violations of PAGA and Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

7. This Court has jurisdiction over all Defendants because, upon information and belief, each party has sufficient minimum contacts in California, or otherwise intentionally avails itself of California law so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

8. Venue is proper in this Court because, upon information and belief, the named Defendants transact business and/or have offices in this county, and the acts and omissions alleged herein took place in this county. Moreover, this action is brought on behalf of the State of California as a private attorney general and has jurisdiction in this venue.

PARTIES

9. Plaintiffs Cheryl Black and Jaidyn Lettieri are individuals residing in the State of California. Plaintiffs were employed by Defendants within the statutory time period.

10. Plaintiffs are informed and believe and thereon allege that Defendants are licensed to do business and are actually doing business in the State of California, and at all times herein mentioned, controlled the wages, hours, and working conditions of the aggrieved employees' employment and directly supervised their work.

11. Plaintiffs do not know the true names or capacities, whether individual, partner or corporate, of Defendants sued herein as DOES 1 through 100, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiffs pray for leave to amend this complaint when the true names and capacities are known. Plaintiffs are informed and believe and thereon alleges that each of Defendants designated as a DOE was responsible in some way for the matters alleged herein and proximately caused Plaintiffs and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

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12. At all times herein mentioned, Defendants, and each of them, were agents, partners, joint venturers, representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within the course and scope of their authority as such agents, partners, joint venturers, representatives, servants, employees, successors, co-conspirators and assigns, and that all acts or omissions alleged herein were duly committed with ratification, knowledge, permission, encouragement, authorization and consent of each Defendant designated herein.

13. As such, and based upon all the facts and circumstances incident to Defendants' business in California, Defendants are subject to PAGA and Labor Code §§ 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

CAUSE OF ACTION

VIOLATION OF PAGA

(AGAINST ALL DEFENDANTS BY PLAINTIFFS)

14. Plaintiffs re-allege and incorporate by reference paragraphs 1 through 13 as though fully set forth herein.

15. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

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1 16. On May 1, 2020, Plaintiff Cheryl Black provided written notice to the
2 LWDA and Defendants of the specific provisions of the Labor Code she contends were violated,
3 and the theories supporting her contentions. Attached hereto as **Exhibit 1** and incorporated by
4 reference is a copy of the written notice to the LWDA. Plaintiff Cheryl Black believes that on
5 or about July 6, 2020, the sixty-five (65) day notice period expired as to all Defendants, and the
6 LWDA did not take any action to investigate or prosecute this matter. Therefore, Plaintiff Cheryl
7 Black has exhausted the statutory time period to bring this action.

8 17. On May 20, 2022, Plaintiff Jaidyn Lettieri provided written notice to the
9 LWDA and Defendants of the specific provisions of the Labor Code she contends were violated,
10 and the theories supporting her contentions. Attached hereto as **Exhibit 2** and incorporated by
11 reference is a copy of the written notice to the LWDA. Plaintiff Jaidyn Lettieri believes that on
12 or about July 25, 2022, the sixty-five (65) day notice period expired as to all Defendants, and the
13 LWDA did not take any action to investigate or prosecute this matter. Therefore, Plaintiff Jaidyn
14 Lettieri has exhausted the statutory time period to bring this action.

15 18. Plaintiffs and the other hourly-paid or non-exempt employees are
16 “aggrieved employees” as defined by California Labor Code § 2699(c) in that they are all current
17 or former employees (whether hired directly or through staffing agencies) of Defendants who
18 worked for Defendants at any time during the period from May 1, 2019 to November 10, 2022,
19 and one or more of the alleged violations was committed against them.

20 **Failure to Pay Minimum and Overtime Wages**

21 19. At all times relevant herein, Defendants were required to compensate their
22 non-exempt employees minimum wages for all hours worked and overtime wages for all hours
23 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
24 mandate of Labor Code §§ 510, 1194, 1197, and 1198.

25 20. As a pattern and practice, Defendants failed to compensate Plaintiffs and
26 other aggrieved current and former employees for all hours worked, resulting in a failure to pay
27 all minimum wages and overtime wages, where applicable.
28

1 **Failure to Provide Meal Periods and Rest Breaks**

2 21. In accordance with the mandates of Labor Code §§ 226.7 and 512,
3 Defendants were required to authorize and permit their non-exempt employees to take a 10-
4 minute rest break for every four (4) hours worked or major fraction thereof, and were further
5 required to provide their non-exempt employees with a 30-minute meal period for every five (5)
6 hours worked.

7 22. As a pattern and practice, Defendants failed to provide Plaintiffs and other
8 aggrieved current and former employees with legally-mandated meal periods and rest breaks and
9 failed to pay proper compensation for this failure.

10 **Failure to Timely Pay Wages During Employment**

11 23. At all times relevant herein, Defendants were required to pay their
12 employees within a specified time period pursuant to the mandate of Labor Code § 204.

13 24. As a pattern and practice, Defendants failed to pay Plaintiffs and other
14 aggrieved current and former employees all wages due and owing them within the required time
15 period.

16 **Failure to Timely Pay Wages Upon Termination**

17 25. At all times relevant herein, Defendants were required to pay their
18 employees all wages owed in a timely fashion at the end of employment pursuant to California
19 Labor Code §§ 201 to 204.

20 26. As a result of Defendants' Labor Code violations alleged above,
21 Defendants failed to pay Plaintiffs and the other aggrieved former employees their final wages
22 pursuant to Labor Code §§ 201 to 204 and accordingly owe waiting time penalties pursuant to
23 Labor Code § 203.

24 **Failure to Provide Complete and Accurate Wage Statements**

25 27. At all times relevant herein, Defendants were required to keep *accurate*
26 records regarding their California employees pursuant to the mandate of Labor Code §§ 226 and
27 1174.
28

1 28. As a result of Defendants' various Labor Code violations, Defendants
2 failed to keep accurate records regarding Plaintiffs and other aggrieved current and former
3 employees. For example, Defendants failed in their affirmative obligation to keep accurate
4 records regarding Plaintiffs and other aggrieved current and former employees' gross wages
5 earned, total hours worked, all deductions, net wages earned, and all applicable hourly rates and
6 the number of hours worked at each hourly rate.

7 **Failure to Reimburse Business Expenses**

8 29. At all times relevant herein, Defendants were required to reimburse its
9 employees for any and all necessary expenditures or losses incurred by the employees in direct
10 consequences of the discharge or his or her duties pursuant to the mandate of Labor Code §§
11 2800 and 2802.

12 30. As a pattern and practice, Defendants failed to pay Plaintiffs and other
13 aggrieved current and former employees all business expenses incurred and owing them within
14 the required time period.

15 **Penalties**

16 31. Pursuant to California Labor Code § 2699, Plaintiffs, individually, and on
17 behalf of other current and former aggrieved employees, request and are entitled to recover from
18 Defendants, and each of them, civil penalties, interest, attorneys' fees and costs pursuant,
19 including but not limited to:

20 32. Penalties under California Labor Code § 2699 in the amount of a hundred
21 dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two
22 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
23 violation;

24 33. Penalties under California Code of Regulations Title 8 § 11040 in the
25 amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation,
26 and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent
27 violation;

EXHIBIT 1

May 1, 2020

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Re: SEABREEZE MANAGEMENT COMPANY, INC.

Dear Representative:

We have been retained to represent Cheryl Black against Seabreeze Management Company, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), Isaiah S. Henry as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-10¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "SMI").

Ms. Black is pursuing her California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Ms. Black may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Seabreeze Management Company, Inc. is a California corporation headquartered at 26840 Aliso Viejo Parkway, Suite 100, Aliso Viejo, California 92656. Isaiah S. Henry is the Chief Executive Officer of Seabreeze Management Company, Inc.

SMI employed Ms. Black as an hourly-paid non-exempt Server within one year of the date of this letter (from in or March of 2019 to September of 2019) in the State of California. SMI directly controlled the wages, hours and working conditions of Ms. Black's employment.

The "aggrieved employees" that Ms. Black may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through staffing agencies) of SMI within the State of California.

¹ Ms. Black does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 10, inclusive, and for that reason, said DOES are designated under such fictitious names. Ms. Black will amend this notice when the true names and capacities are known. Ms. Black is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Ms. Black and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

SMI failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Black has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at SMI, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

SMI has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Ms. Black and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. SMI failed to compensate Ms. Black and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift and during meal breaks. SMI also failed to include non-discretionary bonuses and incentives in aggrieved employees' regular rate of pay for purposes of overtime compensation. Therefore, Ms. Black and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, SMI routinely required Ms. Black and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with SMI policies and expectations. Further, SMI failed to authorize and permit aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, SMI failed to compensate Ms. Black and other aggrieved employees all the premium wages they were owed.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, SMI failed to pay Ms. Black and other aggrieved employees all wages, including for uncompensated off-the-clock work and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, SMI failed to pay Ms. Black and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, SMI did not provide Ms. Black and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from SMI were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Ms. Black and other aggrieved employees, (2) total hours worked by Ms. Black and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Ms. Black and other aggrieved employees (4) all deductions for Ms. Black and other aggrieved employees, (5) net wages earned by Ms. Black and other aggrieved employees, (6) the inclusive dates of the period for which Ms. Black and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Ms. Black and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Ms. Black and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, SMI failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Ms. Black and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, SMI did not provide Ms. Black and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. Black and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by SMI, including for the use of their personal cellular phones and vehicles for work purposes.

We believe that Ms. Black and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties and wages as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Ms. Black will seek these penalties and wages on her own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of SMI within one year of the date of this letter, as allowed by law.

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LWDA
May 1, 2020
Page 6 of 6

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a stylized flourish at the end.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Isaiah S. Henry
c/o Seabreeze Management Company, Inc.
26840 Aliso Viejo Parkway, Suite 100
Aliso Viejo, California 92656
Agent for Service of Process for Seabreeze Management Company, Inc.

Isaiah S. Henry
26840 Aliso Viejo Parkway, Suite 100
Aliso Viejo, California 92656
Chief Executive Officer of Seabreeze Management Company, Inc.

EXHIBIT 2

May 20, 2022

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

Re: SEABREEZE MANAGEMENT COMPANY, INC.

Dear Representative:

We have been retained to represent Jaidyn Lettieri against Seabreeze Management Company, Inc. (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), Isaiah S. Henry as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, and DOES 1-10¹ for violations of California wage-and-hour laws (hereinafter collectively referred to as "SMI").

Ms. Lettieri is pursuing her California Labor Code sections 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Ms. Lettieri may seek penalties and wages for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

Seabreeze Management Company, Inc. is a California corporation headquartered at 26840 Aliso Viejo Parkway, Suite 100, Aliso Viejo, California 92656. Isaiah S. Henry is the Chief Executive Officer of Seabreeze Management Company, Inc.

SMI employed Ms. Lettieri as an hourly-paid non-exempt Pool Monitor within one year of the date of this letter (from July 2020 to June 2021) in the State of California. SMI directly controlled the wages, hours and working conditions of Ms. Lettieri's employment.

The "aggrieved employees" that Ms. Lettieri may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees (whether hired directly or through staffing agencies) of SMI within the State of California.

¹ Ms. Lettieri does not know the true names or capacities, whether individual, partner or corporate, of DOES 1 through 10, inclusive, and for that reason, said DOES are designated under such fictitious names. Ms. Lettieri will amend this notice when the true names and capacities are known. Ms. Lettieri is informed and believes that each DOE was responsible in some way for the matters alleged herein and proximately caused Ms. Lettieri and other current and former aggrieved employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

SMI failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum and overtime wages and for meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, thus resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services*, 23 Cal. App. 5th 745, 751 (2018), an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Lettieri has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at SMI, regardless of their classification, job title, locations, or whether they were hired directly or through a labor contractor or staffing agency.

SMI has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates. During the relevant time period, Ms. Lettieri and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. SMI failed to compensate Ms. Lettieri and other aggrieved employees for all hours worked and performing off-the-clock work, including pre- and post-shift and during meal breaks. Therefore, Ms. Lettieri and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided. During the relevant time period, SMI routinely required Ms. Lettieri and other aggrieved employees to work through, interrupt, cut short, and/or delay their meal and rest breaks to comply with SMI policies and expectations. Further, SMI failed to authorize and permit aggrieved employees to take the requisite number of meal and rest breaks, including second meal breaks and third rest breaks, when working shifts exceeding 10 hours in length. Despite these facts, SMI failed to compensate Ms. Lettieri and other aggrieved employees all the premium wages they were owed.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. During the relevant time period, SMI failed to pay Ms. Lettieri and other aggrieved employees all wages, including for uncompensated off-the-clock work and premium wages for failing to provide legally mandated meal and rest breaks, due to them within any time period specified by California Labor Code sections 201 and 203 and therefore is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, SMI failed to pay Ms. Lettieri and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204.

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California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, SMI did not provide Ms. Lettieri and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from SMI were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include (1) gross wages earned by Ms. Lettieri and other aggrieved employees, (2) total hours worked by Ms. Lettieri and other aggrieved employees, (3) the number of piece-rate units earned and any applicable piece rate by Ms. Lettieri and other aggrieved employees (4) all deductions for Ms. Lettieri and other aggrieved employees, (5) net wages earned by Ms. Lettieri and other aggrieved employees, (6) the inclusive dates of the period for which Ms. Lettieri and other aggrieved employees are paid, (7) the name of the aggrieved employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Ms. Lettieri and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. (a) Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee. Ms. Lettieri and other aggrieved employees have been denied their wages and premium wages and, therefore, are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than two years. During the relevant time period, SMI failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid, to Ms. Lettieri and other aggrieved employees.

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California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, SMI did not provide Ms. Lettieri and other aggrieved employees with the minimum wages to which they were entitled despite constructive and actual knowledge of off-the-clock work, including pre- and post-shift and during meal breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During their employment, Mr. Lettieri and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by SMI, including for the use of their personal cellular phones for work purposes. SMI also required Ms. Lettieri and other aggrieved employees to purchase a uniform without providing any reimbursement to them.

We believe that Ms. Lettieri and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties and wages as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims, and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

Ms. Lettieri will seek these penalties and wages on her own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of SMI within one year of the date of this letter, as allowed by law.

LWDA
May 20, 2022
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If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a long horizontal stroke extending to the right.

Douglas Han, Esq.

CC: (By Certified U.S. Mail Only):

Isaiah S. Henry
c/o Seabreeze Management Company, Inc.
26840 Aliso Viejo Parkway, Suite 100
Aliso Viejo, California 92656
Agent for Service of Process for Seabreeze Management Company, Inc.

Isaiah S. Henry
26840 Aliso Viejo Parkway, Suite 100
Aliso Viejo, California 92656
Chief Executive Officer of Seabreeze Management Company, Inc.

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is fgonzalez@justicelawcorp.com

On January 3, 2023, I served the foregoing document described as

**FIRST AMENDED COMPLAINT FOR CIVIL PENALTIES FOR VIOLATION OF
LABOR CODE § 2698 et seq. (PRIVATE ATTORNEYS GENERAL ACT OF 2004)**

for the following case: **Black v. Seabreeze Management Company, Inc., et al.**
LWDA/Court Case No.: **LWDA Case No.: CM-785249-20**
Court Case No.: BCV-20-101627-BCB
Kern County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 3, 2023, at Pasadena, California.



Flor Gonzalez