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7 Attorneys for PLAINTIFF NOE GREGORIO OCHOA,
 8 on behalf of himself and all other aggrieved employees

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
 10 COUNTY OF LOS ANGELES – CENTRAL DISTRICT
 11

12 NOE GREGORIO OCHOA, on behalf of
 13 himself and all other aggrieved employees,

CASE NO.: **21STCV14134**

14 PLAINTIFF,

REPRESENTATIVE ACTION

15 vs.

COMPLAINT FOR VIOLATION OF THE
 CALIFORNIA PRIVATE ATTORNEYS'
 GENERAL ACT OF 2004, CALIFORNIA
 LABOR CODE § 2698 *et seq.*

16 ESTRELLA RADIO BROADCASTING OF
 17 CALIFORNIA LLC, a California limited
 18 liability company; ESTRELLA MEDIA, INC., a
 19 California corporation; and DOES 1 through 50,
 inclusive,

DEMAND FOR JURY TRIAL

20 DEFENDANTS.
 21

22
 23 PLAINTIFF NOE GREGORIA OCHOA (“PLAINTIFF”), on behalf of himself and all other
 24 aggrieved employees, hereby demands a jury trial, and alleges as follows:

25 **INTRODUCTION**

26 1. PLAINTIFF brings this action on behalf of himself and all other aggrieved employees of
 27 Defendants ESTRELLA RADIO BROADCASTING OF CALIFORNIA LLC, ESTRELLA MEDIA,
 28

1 INC., and DOES 1 through 50, inclusive (collectively, “DEFENDANTS”) to recover civil penalties
2 arising from unpaid wages earned and due, including but not limited to unpaid and unlawfully calculated
3 overtime compensation, unlawful meal period and rest break policies and practices, failure to pay all
4 wages due to discharged or quitting employees, failure to maintain required records, failure to provide
5 accurate itemized wage statements, and failure to timely pay wages during employment.

6 **THE PARTIES**

7 2. PLAINTIFF is a resident of the State of California. At all times relevant to this action,
8 PLAINTIFF was employed by DEFENDANTS in the County of Los Angeles, State of California as an
9 hourly, non-exempt employee.

10 3. PLAINTIFF is informed and believes, and thereon alleges, that Defendant ESTRELLA
11 RADIO BROADCASTING OF CALIFORNIA LLC (“ESTRELLA RADIO”) is, and all times relevant
12 to this action was, a limited liability company organized and existing under the laws of the State of
13 California. PLAINTIFF is further informed and believes, and based thereon alleges, that Defendant
14 ESTRELLA RADIO is authorized to transact and conduct business in the State of California and does
15 transact and conduct business in the State of California. Further, ESTRELLA RADIO maintains
16 grounds, facilities, and offices in the County of Los Angeles, State of California. PLAINTIFF is
17 informed and believes that at all times relevant to this action, ESTRELLA RADIO employed
18 PLAINTIFF and similarly aggrieved persons within the State of California.

19 4. PLAINTIFF is informed and believes, and thereon alleges, that Defendant ESTRELLA
20 MEDIA INC. (“ESTRELLA MEDIA”) is, and all times relevant to this action was, a corporation
21 organized and existing under the laws of the State of California. PLAINTIFF is further informed and
22 believes, and based thereon alleges, that Defendant ESTRELLA MEDIA is authorized to transact and
23 conduct business in the State of California and does transact and conduct business in the State of
24 California. Further, ESTRELLA MEDIA maintains grounds, facilities, and offices in the County of Los
25 Angeles, State of California. PLAINTIFF is informed and believes that ESTRELLA MEDIA was at all
26 times relevant to this action, a manager or member of ESTRELLA RADIO. PLAINTIFF is informed
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1 and believes that at all times relevant to this action, ESTRELLA MEDIA and/or ESTRELLA RADIO
2 employed PLAINTIFF and similarly aggrieved persons within the State of California.

3 5. At this time, the true names and capacities of DOES 1 through 50, inclusive, are unknown
4 to PLAINTIFF, and PLAINTIFF therefore sues such DEFENDANTS under fictitious names.
5 PLAINTIFF is informed and believes, and thereon alleges, that each defendant designated as a DOE is
6 in some manner responsible for the occurrences alleged herein, and that PLAINTIFF and other aggrieved
7 employees' injuries and damages were proximately caused by the conduct of said DOE defendants.
8 PLAINTIFF will seek leave of the court to amend this Complaint to allege the true names and capacities
9 of said DOE defendants when such information is ascertained.

10 6. PLAINTIFF is informed and believes, and based thereon alleges, that at all relevant
11 times, DEFENDANTS were joint employers of PLAINTIFF and other aggrieved employees.
12 PLAINTIFF is informed and believes, and thereon alleges, that at all times relevant to this action,
13 DEFENDANTS were the alter egos, predecessors, divisions, affiliates, integrated enterprises, joint
14 employers, subsidiaries, parents, principals, related entities, co-conspirators, authorized agents, partners,
15 joint venturers, and/or guarantors, actual or ostensible, of each other. Each defendant was dominated
16 by his, her, or its codefendants, and each was the alter ego of the other.

17 7. PLAINTIFF is informed and believes, and based thereon alleges, that in perpetrating the
18 acts and omissions alleged herein, DEFENDANTS, and each of them, acted pursuant to, and in
19 furtherance of, their policies and practices of not paying PLAINTIFF and other aggrieved employees all
20 wages earned and due, through methods and schemes which include, but are not limited to: failing to
21 pay overtime premiums; failing to provide rest and meal periods; failing to properly maintain records;
22 failing to provide accurate itemized statements for each pay period; failing to timely pay wages during
23 employment; and requiring, permitting, or suffering the employees to work off the clock, in violation of
24 the California Labor Code ("Labor Code") and applicable Industrial Welfare Commission ("IWC")
25 Wage Order(s).

26 8. PLAINTIFF is informed and believes, and thereon alleges, that each and every one of
27 the acts and omissions alleged herein were performed by, and/or attributable to, all DEFENDANTS,

1 each acting as agents and/or employees, and/or under the direction and control of, each of the other
2 DEFENDANTS, and that said acts and failures to act were within the course and scope of said agency,
3 employment, and/or direction and control.

4 9. PLAINTIFF is informed and believes, and based thereon alleges, that in accordance with
5 Labor Code Section 558.1, DEFENDANTS and any person acting on behalf of DEFENDANTS are
6 liable for violating, or causing to violate, any provision regulating minimum wages or hours and days
7 of work in any order of the Industrial Welfare Commission, or Labor Code Sections 203, 204, 226,
8 226.7, 551, 552, 1193.6, or 1194.

9 **JURISDICTION AND VENUE**

10 10. The Superior Court of the State of California has jurisdiction in this matter because
11 PLAINTIFF is a resident of the State of California, and DEFENDANTS are qualified to do business in
12 California and regularly conduct business in the State of California.

13 11. No federal question is at issue because the claims are based exclusively on California
14 state law.

15 12. Venue is proper in this judicial district and the County of Los Angeles, California because
16 among other things, PLAINTIFF and the other aggrieved employees performed work for
17 DEFENDANTS in the County of Los Angeles; DEFENDANTS maintain grounds, facilities, and
18 offices, and transact business in the County of Los Angeles; DEFENDANTS' unlawful policies,
19 procedures, and practices, which are the subject of this action were applied to PLAINTIFF and other
20 aggrieved employees in the County of Los Angeles; and DEFENDANTS' unlawful acts and omissions
21 occurred in the County of Los Angeles.

22 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

23 13. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code
24 Sections 2698-2699.5, PLAINTIFF brings this action on behalf of himself and all current and former
25 non-exempt aggrieved employees of DEFENDANTS in the State of California at any time within the
26 period beginning one (1) year and sixty-five (65) days prior to the filing of this action and ending at the
27 time this action settles or proceeds to final judgment (the "PAGA PENALTY PERIOD").

14. In accordance with Labor Code Section 2699.3, on January 14, 2021, PLAINTIFF gave written notice to the California Labor and Workforce Development Agency (“LWDA”), by filing a PAGA Notice online, a copy of which was sent by certified mail to DEFENDANTS notifying them of the specific provisions of the Labor Code and IWC Wage Order(s) alleged to have been violated, including the facts and theories to support the alleged violations. A copy of PLAINTIFF’S PAGA Notice is attached as Exhibit “1”.

15. The LWDA did not provide notice of its intention to investigate DEFENDANTS' violations within the sixty-five (65) calendar days of the January 14, 2021 postmark date of when the PAGA Notice filed and sent by PLAINTIFF. DEFENDANTS did not provide notice that they had cured DEFENDANTS' violations within thirty-three (33) calendar days of the postmark date of when the PAGA Notice was filed and sent by certified mail by PLAINTIFF. Since PLAINTIFF has waited more than sixty-five (65) days from the January 14, 2021 postmark date of PLAINTIFF's Page Notice before filing this Civil Action, PLAINTIFF has complied with all the requirements set forth in Labor Code Section 2699.3 to commence a representative action under the PAGA.

FACTUAL ALLEGATIONS

Failure to Provide Timely Complaint Meal Periods

(Labor Code §§ 226.7, 512; IWC Wage Order No. 11, § 11)

16. Labor Code Section 512 provides in relevant part, “An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer shall not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.”

17. Under California law, when an employee works for a work period of more than five (5) hours, a meal period must be provided no later than the end of the employee's fifth hour of work, *i.e.*,

1 no later than the start of the employee's sixth hour of work. When an employee works for a period of
2 more than 10 hours, a second meal period must be provided no later than the end of the employee's tenth
3 hour of work, *i.e.*, no later than the start of the employee's eleventh hour of work. *See Brinker*
4 *Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012).

5 18. Labor Code Section 226.7, subdivision (a) states, "An employer shall not require an
6 employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute,
7 or applicable regulation, standard, or order of the Industrial Welfare Commission"

8 19. During the PAGA PENALTY PERIOD, DEFENDANTS required, suffered or permitted
9 PLAINTIFF and other aggrieved employees to take less than 30-minute meal periods, or to work through
10 them, and have failed to provide timely, compliant, off-duty meal periods to PLAINTIFF and other
11 aggrieved employees under California law, Labor Code Sections 226.7 and 512 and Section 11 of the
12 applicable IWC Wage Order(s).

13 20. DEFENDANTS further violated Labor Code Sections 226.7 and 512 and the applicable
14 IWC Wage Order(s) by failing to compensate PLAINTIFF and other aggrieved employees who were
15 not provided with a meal period, in accordance with the applicable IWC Wage Order, one (1) additional
16 hour of compensation at each employee's regular rate of pay for each workday that a complaint meal
17 period was not provided.

18 **Failure to Provide Compliant Rest Periods**

19 **(Labor Code §§ 226.7; IWC Wage Order No. 11, § 12)**

20 21. At all relevant times, as part of DEFENDANTS' illegal policies, procedures, and
21 practices to deprive their current and former non-exempt employees all wages earned and due,
22 DEFENDANTS failed to provide compliant rest periods to PLAINTIFF and other aggrieved employees
23 as required pursuant to Labor Code Section 226.7, and Section 12 of the applicable IWC Wage Order(s).

24 22. DEFENDANTS further violated Labor Code Section 226.7 and Section 12 of the
25 applicable IWC Wage Order(s) by failing to pay PLAINTIFF and other aggrieved employees who were
26 not provided with a compliant rest period, in accordance with the applicable IWC Wage Order, one (1)
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1 additional hour of compensation at each employee's regular rate of pay for each workday that a
2 compliant rest period was not provided.

3 **Failure to Pay Overtime Wages**

4 **(Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 11, § 3)**

5 23. Under Labor Code Sections 510 and 1194 and Section 3 of applicable IWC Wage
6 Order(s) DEFENDANTS are required to compensate PLAINTIFF and other aggrieved employees for
7 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
8 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8)
9 hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve
10 (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh
11 consecutive day of work in any workweek.

12 24. PLAINTIFF and other aggrieved employees are current and former non-exempt
13 employees of DEFENDANTS entitled to the protections of Labor Code Sections 510 and 1194 and the
14 applicable IWC Wage Order(s).

15 25. On information and belief, during the PAGA PENALTY PERIOD, DEFENDANTS
16 failed to compensate PLAINTIFF and other aggrieved employees for all overtime hours worked as
17 required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things:
18 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by Labor
19 Code Sections 510, 1194, and Section 3 of the applicable IWC Wage Order(s); requiring, suffering, or
20 permitting PLAINTIFF and other aggrieved employees to work off the clock; requiring, permitting, or
21 suffering PLAINTIFF and other aggrieved employees to work through meal breaks; illegally and
22 inaccurately recording time in which PLAINTIFF and other aggrieved employees worked; failing to
23 properly maintain PLAINTIFF's and other aggrieved employees' records; failing to provide accurate
24 itemized wage statements to PLAINTIFF for each pay period; and other methods to be discovered.

25 26. DEFENDANTS have knowingly and willfully refused to perform their obligations to
26 compensate PLAINTIFF and other aggrieved employees for all wages earned and all hours worked in
27 violation of Labor Code Sections 510, 1194 and 1198 and the applicable IWC Wage Order(s).

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1 the employee is paid, (7) the name of the employee and only the last four digits of his or her social
2 security number or an employee identification number other than a social security number, (8) the name
3 and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as
4 defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the
5 services of the employer, and (9) all applicable hourly rates in effect during the pay period and the
6 corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013,
7 if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the
8 total hours worked for each temporary services assignment.”

9 37. Section 7 of the applicable IWC Wage Order further provides, in relevant part: “Every
10 employer shall semimonthly or at the time of each payment of wages furnish each employee, either as a
11 detachable part of the check, draft, or voucher paying the employee’s wages, or separately, an itemized
12 statement in writing showing: (1) all deductions; (2) the inclusive dates of the period for which the
13 employee is paid; (3) the name of the employee or the employee’s social security number; and (4) the
14 name of the employer, provided all deductions made on written orders of the employee maybe
15 aggregated and shown as one item.”

16 38. During the PAGA PENALTY PERIOD, DEFENDANTS routinely failed and continue
17 to fail to provide PLAINTIFF and other aggrieved employees with timely and accurate itemized wage
18 statements in writing showing each employee’s gross wages earned, total hours worked, the number of
19 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, all
20 deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the
21 name of the employee and only the last four digits of his or her social security number or employee
22 identification number, the name and address of the legal entity or entities employing PLAINTIFF and
23 other aggrieved employees, and all applicable hourly rates in effect during each pay period and the
24 corresponding number of hours worked at each hourly rate, in violation of Labor Code Section 226,
25 subdivision (a) and the applicable IWC Wage Order(s).

1 39. During the PAGA PENALTY PERIOD, DEFENDANTS knowingly and intentionally
2 failed to provide PLAINTIFF and other aggrieved employees with timely and accurate itemized wage
3 statements in accordance with Labor Code section 226, subdivision (a).

4 40. During the PAGA PENALTY PERIOD, DEFENDANTS' wage statements furnished to
5 PLAINTIFF and other aggrieved employees fail to identify DEFENDANTS as the employing entity and
6 instead identify "Liberman Broadcasting of California LLC" as the legal entity that is the employer.
7 PLAINTIFF is informed and believes, and based thereon alleges, that since November 25, 2019,
8 "Liberman Broadcasting of California LLC" has not existed as a legal entity and is not registered to do
9 business in California. PLAINTIFF is informed and believes, and based thereon alleges, that "Liberman
10 Broadcasting of California" is not listed with the California Secretary of State. PLAINTIFF is informed
11 and believes and based thereon alleges that according to a California Secretary of State Amendment to
12 Articles of Organization of Limited Liability Company filed on or about November 25, 2019, Liberman
13 Broadcasting of California LLC changed its legal name to Estrella Radio Broadcasting of California
14 LLC. A copy of the November 25, 2019 California Secretary of State Amendment to Articles of
15 Organization of Limited Liability Company is attached as Exhibit "2".

16 41. During the PAGA PENALTY PERIOD, PLAINTIFF and other aggrieved employees
17 suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized wage
18 statements such as PLAINTIFF and other aggrieved employees could not timely and easily determine
19 from the wage statement any of the following: gross wages earned, total hours worked by the employee,
20 the number of piece-rate units earned and any applicable piece rate, if the employee is paid on a piece-
21 rate basis, all deductions, provided that all deductions made on written orders of the employee may be
22 aggregated and shown as one item, net wages earned, the inclusive dates of the period for which the
23 employee is paid, the name of the employee and the last four digits of his or her social security number
24 or an employee identification number other than a social security number, the name and address of the
25 legal entity that is the employer and, all applicable hourly rates in effect during the pay period and the
26 corresponding number of hours worked at each hourly rate by the employee.

1 42. PLAINTIFF is informed and believes, and based thereon alleges, that at all relevant
2 times, DEFENDANTS have been aware of the legal requirements of Labor Code Section 226 and have
3 furnished wage statements to PLAINTIFF and other aggrieved employees pursuant to established
4 payroll policies, procedures, and practices.

5 **Failure to Maintain Accurate Records**

6 **(Labor Code §§ 226(a), 1174(d); IWC Wage Order Nos. 4, 11, § 7)**

7 43. During the PAGA PENALTY PERIOD, as part of DEFENDANTS' illegal payroll
8 policies and practices to deprive PLAINTIFF and other aggrieved employees of all wages earned and
9 due, DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor
10 Code Sections 226, subdivision (a) and 1174, subdivision (d) and Section 7 of the applicable IWC Wage
11 Order(s) including but not limited to the following records: total daily hours worked by each employee;
12 applicable rates of pay; all deductions; meal periods; time records showing when each employee begins
13 and ends each work period; and accurate itemized statements.

14 **Failure to Provide Day of Rest**

15 **(Labor Code §§ 551, 552, *et seq.*)**

16 44. California Labor Code Section 551 provides that "[e]very person employed in any
17 occupation of labor is entitled to one day's rest therefrom in seven." Labor Code Section 552 further
18 provides, "[n]o employer of labor shall cause his employees to work more than six days in seven."

19 45. During the PAGA PENALTY PERIOD, DEFENDANTS deprived PLAINTIFF and
20 other aggrieved employees a day of rest as required pursuant to Labor Code Sections 551 and 552.

21 46. PLAINTIFF and aggrieved employees had been available and ready to receive days of
22 rests owed.

23 47. DEFENDANTS' failure to provide days of rest was willful because they had knowledge
24 of the illegality of failing to provide days of rest and intentionally failed to do as required by law.

25 **Failure to Reimburse Business Expenses**

26 **(Labor Code § 2802)**

48. California Labor Code Section 2802 provides that “[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.”

49. PLAINTIFF and other aggrieved employees incurred reasonable and necessary expenses in the course of completing their job duties for DEFENDANTS, which were not reimbursed by DEFENDANTS. These expenses included but are not limited to monthly cellular phone voice and data plans.

FIRST CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS' GENERAL ACT

(Labor Code §§ 2698 et seq.)

(AGAINST ALL DEFENDANTS)

50. PLAINTIFF hereby incorporates by reference, as though fully set forth herein, each of the allegations in paragraphs 1 through 49, above.

51. PLAINTIFF is an “aggrieved employee” within the meaning of Labor Code Section 2699, subdivision (c), and a proper representative to bring a civil action on behalf of himself and other current and former non-exempt employees of DEFENDANTS under the procedures specified in Labor Code sections 2699.3, because PLAINTIFF was employed by DEFENDANTS and one or more of the alleged Labor Code violations was committed against PLAINTIFF during the PAGA PENALTY PERIOD.

52. PLAINTIFF seeks to recover civil penalties through a representative action permitted by PAGA.

53. Pursuant to Labor Code Sections 2698 through 2699.5, PLAINTIFF seeks to recover civil penalties from DEFENDANTS in a representative action for the violations set forth above which include, but are not limited to, violations of Labor Code Sections 201, 202, 203, 204, 226, 226.7, 510, 551, 552, 512, 1174, subdivision (d), 1194, 1194.2, 1197, 1198, and 2802.

1 54. Under Labor Code Section 2699, subdivision (a), PLAINTIFF seeks civil penalties based
2 on DEFENDANTS' violations of Labor Code provisions for which a civil penalty is specifically
3 provided which include, but are not limited to, the following:

- 4 a. Under Labor Code Section 210, DEFENDANTS are subject to a civil penalty in the amount
5 of one hundred dollars (\$100.00) for the initial violation and two hundred dollars (\$200.00)
6 per employee for violations in subsequent pay periods for violations of Labor Code Section
7 204;
- 8 b. Under Labor Code Section 226.3, DEFENDANTS are subject to a civil penalty in the amount
9 of two hundred and fifty dollars (\$250.00) per aggrieved employee for the initial pay period
10 where a violation occurs and one thousand dollars (\$1,000.00) per aggrieved employee for
11 violations in subsequent pay periods for violations of Labor Code Section 226, subdivision
12 (a);
- 13 c. Under Labor Code Section 558, subdivision (a), "[a]ny employer or other person acting on
14 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
15 provision regulating hours and days of work in any order of the Industrial Welfare
16 Commission," including Labor Code Sections 510 and 512, shall be subject to a civil penalty,
17 in addition to any other penalty provided by law, of fifty dollars (\$50.00) for initial violations
18 for each employee for each pay period for which the employee was underpaid and one
19 hundred dollars (\$100.00) for each subsequent violation for each employee for each pay
20 period for which the employee was underpaid;
- 21 d. Under Labor Code Section 1197.1, an employer who pays or causes to be paid to any
22 employee a wage less than the minimum fixed by an order of the commission, shall be subject
23 to a civil penalty as follows: for any initial violation that is intentionally committed, one
24 hundred dollars (\$100.00) for each underpaid employee for each pay period for which the
25 employee is underpaid; and for each subsequent violation of the same offense, two hundred
26 fifty dollars (\$250.00) for each underpaid employee for each pay period for which the
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employee is underpaid regardless of whether or not the initial violation was intentionally committed; and

e. Under Labor Code Section 1174.5, for violations of Labor Code Section 1174, subdivision (d), DEFENDANTS are subject to a civil penalty of five hundred dollars (\$500.00).

55. PLAINTIFF further seeks civil penalties based on DEFENDANTS' violations of Labor Code provisions for which a civil penalty is not specifically provided. Labor Code Section 2699, subdivision (f) provides that for all Labor Code violations for which a civil penalty is not specifically provided, the following civil penalties apply: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation.

56. PLAINTIFF seeks such civil penalties in accordance with Labor Code Section 2699, subdivision (f) based on DEFENDANTS' violations of Labor Code provisions for which a civil penalty is not specifically provided, including but not limited to Labor Code Sections 201, 202, 203, 226.7, 551, 552, 1194, 1197, 1198, and 2802.

57. PLAINTIFF further seeks reasonable attorneys' fees and costs as allowed by law including under Labor Code Section 2699, subdivision (g)(1).

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, individually and on behalf of all other aggrieved employees, prays for relief against DEFENDANTS, and each of them jointly and severally, as follows:

1. For civil penalties according to proof and all penalties authorized under the PAGA including under Labor Code Sections 210, 226.3, 558, 1174.5, 1197.1, and 2699, subdivisions (a) and (f);
2. For interest at the legal rate as allowed by law including pursuant to Labor Code Sections 218.6, 1194, Civil Code Sections 3287, 3288, 3289, and any other applicable provision providing for prejudgment interest;

1 **DEMAND FOR JURY TRIAL**

2 PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

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4 DATED: April 14, 2021

5 Respectfully submitted,

6 **PROXY LAW FIRM LLP**

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10 _____
11 Hengameh S. Safaei
12 Rana Nader
13 Attorneys for Plaintiff NOE GREGORIA
14 OCHOA on behalf of himself and all other
15 aggrieved employees
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EXHIBIT 1



PROXY LAW FIRM

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Rana Nader, Esq.
Email: nader@proxylawfirm.com
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January 14, 2021

VIA CERTIFIED MAIL

C T CORPORATION SYSTEM (C0168406)
Agent for Service of Process for Estrella Media, Inc.
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

C T CORPORATION SYSTEM (C0168406)
Agent for Service of Process for Estrella Radio Broadcasting of California LLC
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

VIA ONLINE FILING SYSTEM

PAGA Administrator
California Labor & Workforce Development Agency (LWDA)
pagafilings@dir.ca.gov

Re: Noe Gregorio Ochoa

NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE § 2699.3

Dear PAGA Administrator at California Labor & Workforce Development Agency, Estrella Media, Inc., and Estrella Radio Broadcasting of California LLC:

This firm represents Noe Gregorio Ochoa in connection with claims arising from his employment with Estrella Radio Broadcasting of California LLC, a California corporation and/or Estrella Media, Inc., a California corporation (collectively, “Employer”), located at 1845 Empire Avenue, Burbank, CA 91504, and any other current or prior predecessor(s), employer(s), or person(s) acting on Employer’s behalf. Mr. Ochoa is an “aggrieved employee” as defined by Labor Code § 2699 *et seq.* due to Employer’s violations of the Labor Code set forth below. The purpose of this Notice is to comply with Labor Code § 2699.3 which requires aggrieved employees to notify their employer and the Labor & Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated.

Employer is a radio broadcasting company. Mr. Ochoa is a former full-time, hourly, non-exempt employee of Employer. Prior to his termination in November 2020, Mr. Ochoa was employed for Employer for nearly twenty years as an assistant and driver. Mr. Ochoa worked in Employer's studio located in Burbank. His duties included, among other things, assisting with the lights and cameras on the set during production, delivering food and drinks for participants and judges, and driving Employer's employees, show participants, and contestants to and from hotels and to and the airport in Employer's vehicle. Mr. Ochoa typically worked seven days a week and his shifts were often fifteen or sixteen hours long. Pursuant to the California Private Attorneys' General Act ("PAGA"), Mr. Ochoa seeks to represent and recover civil penalties on behalf of himself and other non-exempt "aggrieved employees" who were subject to the Labor Code violations alleged herein. For purposes of this Notice, "aggrieved employees" includes all of Employer's current and former non-exempt employees in California who were subject to the following alleged policies and practices within one-year preceding the date of this Notice.

Employer failed to timely provide all legally compliant meal breaks to Mr. Ochoa and other aggrieved employees. Mr. Ochoa and other aggrieved employees did not always get full 30-minute uninterrupted meal breaks. Mr. Ochoa and other aggrieved employees' meal breaks were interrupted when they were required to perform studio production related work duties off-the-clock during meal periods, making them invalid because they were not duty-free. Despite failing to provide Mr. Ochoa and other aggrieved employees with lawful meal periods, Employer did not provide Mr. Ochoa or other aggrieved employees one hour of premium pay for each workday in which a meal period violation occurred as required by Labor Code § 226.7. As such, Employer owes penalties under Labor Code §§ 2699, subdivision (f) and/or 558.

Employer failed to authorize and permit Mr. Ochoa and other aggrieved employees with legally compliant paid rest breaks. Mr. Ochoa and other aggrieved employees never received 10-minute uninterrupted rest breaks within the first four hours of their shift or major fraction thereof, and each subsequent four hours worked thereafter or major fraction thereof. As such, Mr. Ochoa and other aggrieved employees were not provided legally compliant rest breaks. Despite failing to authorize and permit Mr. Ochoa and other aggrieved employees with lawful rest periods, Employer did not provide Mr. Ochoa or other aggrieved employees one hour of premium pay for each workday in which a rest period violation occurred as required by Labor Code § 226.7. As such, Employer owes penalties under Labor Code §§ 2699, subdivision (f) and/or 558.

As a result of Employer's unlawful policies and practices of requiring Mr. Ochoa and other aggrieved employees to perform work off-the-clock during meal periods, as described above, Mr. Ochoa and other aggrieved employees were underpaid all minimum and overtime wages to which they were owed. As a further result of Employer's failure to pay all minimum and overtime wages, and failure to pay all meal and rest period premium wages, Employer issued unlawful wage statements to Mr. Ochoa and other aggrieved employees and failed to timely pay Mr. Ochoa and other aggrieved employees all wages owed at the time of their separations from employment.

On information and belief, Employer committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order Nos. 4, 11 and 12.

Meal Period Violations

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than thirty minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. A second meal period of not less than thirty minutes is required if an employee works more than ten hours per day, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and employee only if the first meal period was not waived. Labor Code § 512. Employer failed to provide Mr. Ochoa and other aggrieved employees with all required and compliant meal periods due to Employer's meal period policies and/or practices that, on information and belief, failed to provide timely, duty-free 30-minute meal periods. *See* Labor Code § 226.7 and 512; Wage Order Nos. 4, 11, 12, §§ 11. The nature of the work performed by Mr. Ochoa and other aggrieved employees did not prevent them from being relieved of all duties during meal periods and Employer apparently did not have any policy or practice pertaining to meal period violations. Despite its violations, Employer did not pay an additional hour of premium pay to Mr. Ochoa and other aggrieved employees at their respective regular rates of pay for each meal period violation in accordance with Labor Code § 226.7. As a result, Mr. Ochoa and other aggrieved employees are owed an additional hour of wages at their respective regular rate of compensation for each workday they experienced a meal period violation. Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.")

Rest Period Violations

Wage Order Nos. 4, 11, 12, §§ 12 and Labor Code §§ 226.7, 516, and 558 establish the right of employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof. Employer did not authorize and permit Mr. Ochoa and other aggrieved employees to take all paid and duty-free rest periods to which they are legally entitled. Despite its violations, Employer did not pay an additional hour of premium to Mr. Ochoa and other aggrieved employees at their respective regular rates of pay for each rest period violation in accordance with Labor Code § 226.7. Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided."). Employer apparently also did not have any policy or practice pertaining to rest period violations. As a result, Mr. Ochoa and other aggrieved employees are owed an additional hour of premium wages at their regular rate of compensation for each workday they experienced a rest period violation

Overtime Wage Violations

Employer was required to pay Mr. Ochoa and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. Labor Code § 1194(a) and 1198; Wage Order Nos. 4, 11, 12, §§ 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one

workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.” Employer failed to pay all overtime wages due to the fact that it sometimes required Mr. Ochoa and other aggrieved employees to perform studio and production related work duties while clocked out during meal periods. As a result of Employer’s unlawful policies and/or practices, Mr. Ochoa and other aggrieved employees were deprived of all required overtime wages.

Minimum Wage Violations

Employer was required to pay Mr. Ochoa and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour worked. See Labor Code § 1182.12, 1194, 1194.2, 1197; Wage Order Nos. 4, 11 12, §§ 4. As described above, Employer required Mr. Ochoa and other aggrieved employees to work off-the-clock by performing work during meal and rest breaks. As a result of its unlawful practices, which failed to compensate for all hours worked, Mr. Ochoa and other aggrieved employees were deprived of all required minimum wages.

Business Expense Violations

California Labor Code § 2802 requires an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties or in direct consequence of the discharge of his or her duties. Labor Code § 2802. During the relevant time period, Mr. Ochoa, and other aggrieved employees, incurred necessary business expenses and costs that were not reimbursed by Employer. These expenses and costs include cell phone charges in connection with work related calls and text messages on personal cell phones. Mr. Ochoa was routinely called upon to use his personal cell phone for work-related calls, including while he was driving on behalf of Employer. Mr. Ochoa, and other aggrieved employees, were not reimbursed by Employer for the cell phone charges they incurred during the term of their employment. Employer had the obligation to reimburse Mr. Ochoa and other aggrieved employees for their cell phone usage, and because of its failure to do so, it is subject to penalties, interest, and attorneys’ fees. Labor Code § 2802 (b)-(d).

Wage Statement Violations

Employer was required to furnish Mr. Ochoa and other aggrieved employees with timely, complete, and accurate itemized wage statements that showed, among other things: (1) gross wages earned, (2) total hours worked by the employee (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and 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 the employee. Labor Code § 226(a); see also, Labor Code § 1174(d). Employer failed to furnish Mr. Ochoa and other aggrieved employees accurate itemized statements in accordance with Paragraph (8) of subdivision (a) of Labor Code § 226. Further, as a result of Employer’s unlawful policies and practices and its failure to pay all overtime wages, all minimum wages, and all meal premium and rest premium pay, Employer maintained inaccurate payroll records and issued inaccurate wage statements to Mr.

Ochoa and other aggrieved employees in violation of paragraphs (1) through (5), inclusive, (7) and (9) of subdivision (a) of Labor Code § 226. Employer's failure to comply with its wage statement obligations was knowing and intentional and Mr. Ochoa and other aggrieved employees have suffered injury as a result.

Waiting Time Penalties

Labor Code Sections 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Employer failed to timely pay Mr. Ochoa and aggrieved employees all of their final wages at the time of their separation, which final pay was to include, but did not include, all overtime and minimum wages and meal and rest period premiums. Employer's failure to pay all final wages due to Mr. Ochoa and other aggrieved employees was willful and thus entitles aggrieved employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Employer failed to pay their final wages after separation, up to a maximum of 30 days.

As an "aggrieved employee" Mr. Ochoa intends to initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties (including an amount equal to the unpaid wages) resulting from the wage and hour violations described above. Based on information and belief and investigation to date, Employer has committed the following alleged Labor Code violations:

1. Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Mr. Ochoa and other aggrieved employees all overtime compensation;
2. Labor Code §§ 1182.12, 1194, 1194.2, and 1197 by failing to pay Mr. Ochoa and other aggrieved employees the statutory minimum wage for all hours worked;
3. Labor Code §§ 226.7, 512, and 558 by failing to provide Mr. Ochoa and other aggrieved employees with lawful, timely, and duty-free meal first 30-minute meal period;
4. Labor Code §§ 226.7, 516, and 558 by failing to provide Mr. Ochoa and other aggrieved employees with all lawful, duty-free rest periods;
5. Labor Code § 2802 by failing to reimburse Mr. Ochoa and other aggrieved employees for necessary business-related expenses;
6. Labor Code §§ 226, *et seq.*, by failing to furnish Mr. Ochoa and other aggrieved employees with timely, accurate and compliant itemized wage statements;
7. Labor Code §§ 201-203 by failing to timely pay all final wages due to Mr. Ochoa and other aggrieved employees upon their separation of employment;
8. Labor Code § 204 by failing to pay Mr. Ochoa and other aggrieved employees all wages earned at least twice during each calendar month; and
9. Labor Code §§ 558 and 1174 by failing to maintain accurate records on behalf of Mr. Ochoa and other aggrieved employees.

Pursuant to Labor Code § 2699.3, subdivision (a)(2)(A), please notify us within 65 calendar days of the postmark date of this Notice whether the LWDA intends to investigate these alleged violations.

January 14, 2021

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This Notice sets forth the basis of Mr. Ochoa's grievances, rights, and remedies under the Labor Code and the PAGA.

We appreciate your attention to this matter. Please do not hesitate to contact us if you require any additional information.

Very truly yours,

PROXY LAW FIRM LLP

A handwritten signature in blue ink, appearing to read "Rana Nader", is written over a yellow rectangular highlight.

Rana Nader, Esq.

cc: CORPORATION SYSTEM (C0168406), Agent for Service of Process for Estrella Radio Broadcasting of California LLC and Estrella Media, Inc. (via certified mail).

EXHIBIT 2



**Secretary of State
Amendment to Articles of
Organization of a
Limited Liability Company (LLC)**

LLC-2

IMPORTANT — Read Instructions before completing this form.

Filing Fee - \$30.00

Copy Fees - First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00

Note: You must file a Statement of Information (Form LLC-12), to change the business address(es) of the LLC or to change the name or address of the LLC's manager(s) and/or agent for service of process, which can be filed online at lcbizfile.sos.ca.gov/SI.

FILED *PS1*
Secretary of State *EA*
State of California

NOV 25 2019

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1. LLC Exact Name (Enter the exact name on file with the California Secretary of State.)

Liberman Broadcasting of California LLC

2. LLC 12-Digit Entity (File) Number (Enter the exact 12-digit Entity (File) Number issued by the California Secretary of State.)

2	0	0	7	0	8	7	1	0	0	7	7
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3. New LLC Name (If Amending) (See Instructions – List the proposed LLC name exactly as it is to appear on the records of the California Secretary of State. The name must contain an LLC identifier such as LLC or L.L.C. "LLC" will be added, if not included.)

Estrella Radio Broadcasting of California LLC

4. Management (If Amending) (Select only one box)

The LLC will be managed by:

☐ One Manager

☐ More than One Manager

☐ All LLC Member(s)

5. Purpose Statement (Do not alter Purpose Statement.)

The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the California Revised Uniform Limited Liability Company Act.

6. Additional Amendment(s) set forth on attached pages, if any, are incorporated herein by reference and made part of this Form LLC-2. (All attachments should be 8½ x 11, one-sided, legible and clearly marked as an attachment to this form LLC-2.)

Signature

By signing, I affirm under penalty of perjury that the information herein is true and correct and that I am authorized by California law to sign.

Sign here

Peter Markham

Print your name here