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Attorneys for Plaintiff ALFONSO GUZMAN, as representative of the State of California and the Labor and Workforce Development Agency, and on behalf of himself and other current and former employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

ALFONSO GUZMAN, as an individual
and on behalf of all employees similarly
situated,

Plaintiff,

v.

AMERICAN GOLF CORPORATION;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: **21TRCV00354**

**REPRESENTATIVE ACTION COMPLAINT
FOR CIVIL PENALTIES AND FINES**

1. Violation of PAGA for Failure to Pay All Wages Including Minimum, Regular, and Overtime Wages (Lab. Code, §§ 204, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198);
2. Violation of PAGA for Failure to Provide Meal Periods (Lab. Code, §§ 226.7, 512);
3. Violation of PAGA for Failure to Provide Rest Periods (Lab. Code, §§ 226.7);
4. Violation of PAGA for Failure to Maintain Accurate Payroll Records (Lab. Code, §§ 226, subd. (A), (E), 226.3, 1174, 1174.5); and
5. Violation of PAGA for Failure to Timely Pay Wages Upon Separation of Employment (Lab. Code, §§ 201, 202, 203);
6. Violation of PAGA for Failure to Reimburse Business Expenses (Lab. Code, § 2802).

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1 Plaintiff ALFONSO GUZMAN ("Plaintiff" or "Mr. Guzman"), as a representative of the
2 state of California and the Labor and Workforce Development Agency (LWDA"), and on behalf
3 of himself and other current and former employees, complains and alleges as follows:

4 **INTRODUCTION**

5 1. This matter arises out of the violation of numerous Labor Code provisions by
6 Defendant AMERICAN GOLF CORPORATION ("Defendant") and DOES 1-50, inclusive.
7 Plaintiff and similarly aggrieved employees seek civil penalties pursuant to the Private Attorney
8 General Act ("PAGA") for these violations.

9 2. Plaintiff brings this lawsuit seeking civil penalties on behalf of the State for
10 Defendant's violations of the Labor Code, including, but not limited to, sections 201, 202, 203,
11 204, 226, 226.7, 227.3, 510, 512, 558, 1174, 1194, and 2802 as well as Wage Order No. 5,
12 subdivisions 3, 5, 11 and 12. Plaintiff also seeks to recover, among other things, interest,
13 attorneys' fees, and costs pursuant to Labor Code.

14 **ADMINISTRATIVE REMEDIES**

15 3. By this complaint, Plaintiff brings this case as a representative action seeking
16 penalties for the state of California in a representative capacity, as provided by the PAGA, labor
17 Code section 2698 et seq., to the extent permitted by law, as an aggrieved employee who was
18 employed by Defendant and subject to alleged violations set forth in Labor Code section 2699.5.
19 Plaintiff specifically alleged the following in their notice to the Labor Workforce Development
20 Agency and the employer violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 227.3,
21 510, 512, 558, 1174, 1194, and 2802 as well as Wage Order No. 5, subdivisions 3, 5, 11 and 12.

22 1. Under Labor Code section 2699.3, subdivision (a), a Plaintiff may bring a cause
23 of action under PAGA only after giving notice to the LWDA and the employer of the Labor Code
24 section alleged to have been violated, and after receiving notice from the LWDA of its intentions
25 not to investigate, or after 65 days have passed without notice. Plaintiff, and other aggrieved
26 employees are current and former employees of Defendant dating from 365 days from the
27 submission of the written notice to the LWDA and Defendant to the resolution of this matter.
28 ("PAGA period")

2. Prior to filing this complaint, on March 4, 2021, Plaintiff gave written notice by certified mail to the Labor and Workforce Development Agency (“LWDA”) (LWDA-CM-823731-21) and to Defendant of the specific provisions alleged to have been violated, including facts and theories to support the alleged violations as required by the California Private Attorneys General Act (“PAGA”), Cal. Labor Code section 2699.3. Please see a true and correct copy of the letter to the LWDA dated March 4, 2021, attached hereto as Exhibit “A.”

3. More than sixty-five (65) days have passed for the LWDA to provide notice of its intent to investigate Plaintiff's claims, and the LWDA has not provided notice of its intention to investigate Plaintiff's claims.

THE PARTIES

A. The Plaintiff

4. Mr. Guzman is, and at all times herein mentioned was, a resident of the State of California and was employed in the County of Los Angeles. Mr. Guzman began his employment with Defendant in or about May 2017, as general maintenance employee. Mr. Guzman was terminated from his employment on or around March 2020. Throughout all relevant times herein, Plaintiff's duties included general gardening and maintenance duties.

B. The Defendant

5. Plaintiff is informed and believes, and based thereon alleges, that Defendant AMERICAN GOLF CORPORATION (“AGC”) is a California corporation that owns and operates golf courses throughout California, and is and/or was the employer of Plaintiff and similarly situated employees during all relevant times herein.

6. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50, inclusive, but on information and belief alleges that said Defendants are legally responsible for the violations alleged herein. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

7. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint

1 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant
2 are legally attributable to the other Defendants. Furthermore, Defendants operate as a joint
3 venture and/or single business enterprise, integrated enterprise and/or are agents of one another,
4 are alter egos, joint employers and conspire with one another to increase profits by engaging in
5 the conduct described in this complaint.

6 8. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
7 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
8 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
9 below was acting, at least in part, within the course and scope of that authority as such agent,
10 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
11 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
12 are legally attributable to the other Defendants.

13 **JURISDICTION AND VENUE**

14 9. This Court has subject matter jurisdiction over the causes of action alleged in this
15 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
16 excluded from exercising subject matter jurisdiction over said causes of action. The penalties
17 recoverable for Plaintiff do not exceed seventy-five thousand dollars (\$75,000.00), and
18 collectively amongst Aggrieved Employees do not exceed five million dollars (\$5,000,000.00.)

19 10. Plaintiff is a resident of the State of California. Defendant is a California
20 corporation doing business in the State of California, with headquarters located at 909 NORTH
21 PACIFIC COAST HIGHWAY, SUITE 650 EL SEGUNDO, CALIFORNIA, 90245. AGC is thus
22 a resident of and/or domiciled in the State of California.

23 11. Venue is proper in the County of Los Angeles, because Defendant conducts
24 business in the County of Los Angeles, and the acts and omissions set forth herein occurred in
25 the County of Los Angeles.

26 **FACTUAL ALLEGATIONS**

27 12. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its
28 employees the benefits due under California's wage and hour laws for work performed in

1 California. Defendant wrongfully refused to provide Plaintiff and the Aggrieved Employees
2 minimum wages, overtime compensation, meal and rest periods, and other statutory benefits
3 mandated by California.

4 13. During all relevant times herein, Defendant employed Plaintiff and the Aggrieved
5 Employees in non-exempt positions throughout its California locations.

6 14. Defendant failed to provide Plaintiff and the Aggrieved Employees with meal
7 periods in violation of the Labor Code and IWC Wage Orders. Plaintiff and the Aggrieved
8 Employees were entitled to timely, uninterrupted, thirty (30) minute meal periods with the first
9 (5) hours worked. Plaintiff and Class Members' meal periods were interrupted frequently or were
10 provided late on a regular basis. In addition, Defendant failed to provide adequate coverage to
11 Plaintiff and Class Members from their duties by requiring them to carry and respond to radios
12 and cell phones at all times during their shifts, and interrupted their meal periods with various
13 duties.

14 15. Defendant also failed to make reasonably available legally compliant rest periods.
15 Mr. Guzman is informed and believes that Defendant did not have either written or verbal policies
16 regarding meal and rest breaks. This resulted in employees taking meal and rest breaks only
17 sporadically. Defendant failed to provide adequate coverage to Plaintiff and Class Members from
18 their duties by requiring them to carry and respond to radios and cell phones at all times during
19 their shifts, and interrupted their rest periods with various duties.

20 16. Mr. Guzman alleges he and the Aggrieved Employees were not compensated with
21 premium pay for every meal period and rest period that was not provided, as required by Labor
22 Code sections 226.7 and 512 and the applicable IWC Wage Order.

23 17. Mr. Guzman further alleges that Defendant failed to compensate him and the
24 Aggrieved Employees at the legally mandated wage rates for all hours worked. Mr. Guzman and
25 the Aggrieved Employees performed work off-the-clock during meal periods resulting in unpaid
26 overtime wages.

27 18. During all relevant times herein, Defendant was obligated to pay Plaintiff and
28 Class Members for all hours worked. However, Defendant applied a time rounding policy and

1 implemented a practice of not paying Plaintiff and Class Members for all hours worked by
2 requiring its employees to work off-the-clock. Specifically, Defendant had a rounding policy
3 dividing the hour into increments when calculating pay. Therefore, Plaintiff and Class Members'
4 time was rounded to the nearest increment for payroll purposes. Upon information and belief,
5 Defendant's rounding policies and practices resulted in a disproportionate impact which does not
6 average out over a period of time and results in a failure to compensate Plaintiff and those
7 similarly situated for all time actually worked.

8 19. Defendant knew or should have known that rounding of employee time cannot
9 have a negative impact on employee compensation.

10 20. Further, to the extent the total hours worked exceeded eight (8) in one day, or forty
11 (40) in one week, all excess hours were required to be compensated at a rate of one-and-a-half
12 times the employee's base rate of pay. Defendant's failure to provide Plaintiff and the Aggrieved
13 Employees any pay whatsoever for off-the-clock hours worked therefore necessarily resulted in
14 overtime violations as well.

15 21. Furthermore, Defendant failed to keep accurate time records reflecting the time
16 Mr. Guzman and the Aggrieved Employees began and ended their meal periods. Insofar as
17 Defendant required the employees to work before and/or after signing in/out, and deducted meal
18 period times even when no meal period was actually taken, the timekeeping by Defendant was
19 non-compliant as required under the Labor Code and Code of Regulations.

20 22. By failing to include on Plaintiff and the Aggrieved Employees' paystubs all owed
21 meal and rest premium pay, and all minimum wage and overtime owed primarily due to
22 Defendant's illegal time rounding policy, Defendant failed to keep accurate payroll records and
23 failed to provide Plaintiff and the Aggrieved Employees with complete and accurate wage
24 statements.

25 23. Defendant also willfully failed to reimburse Plaintiff and the Aggrieved
26 Employees for necessary business expenses incurred during their employment with Defendant.
27 Specifically, Defendant regularly communicated with Plaintiff and Class Members through their
28 personal cellular phones. Defendant required, and on information and belief continues to require,

1 its management to contact employees to convey schedules, job duties, and other items to
2 employees using their personal cellular phones. Additionally, Plaintiff and Class Members, on
3 information and belief were required to use their own personal vehicles to transport equipment
4 and materials for Defendant in-between their various work locations without reimbursement for
5 the use of their personal vehicle. Defendant also required Plaintiff and Aggrieved Employees to
6 wear uniforms and to be personally responsible for the maintenance of said uniforms. Defendant
7 failed to reimburse its employees for the expense of using their personal cellular phones for
8 business purposes, the use of their vehicles for business purposes, and for the cost of maintenance
9 of their work uniforms all in violation of the Labor Code and the IWC Wage Orders.

10 24. Further, to the extent the above violations caused outstanding wages to be owed
11 to Plaintiff and the Aggrieved Employees, Defendant failed to pay all wages earned to Plaintiff
12 and the Aggrieved Employees upon the termination of their employment.

13 **FIRST CAUSE OF ACTION**

14 **Violation of the Private Attorney General Act for Failure to Pay All Wages Owed,**
15 **Including Minimum Wage and Overtime**
16 **(Plaintiff on behalf of himself and Aggrieved Employees Against Defendants)**

17 25. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
18 fully alleged herein.

19 26. Labor Code section 510, subdivision (a) states in pertinent part: "Any work in
20 excess of eight hours in one workday and any work in excess of 40 hours in any one workweek...
21 shall be compensated at the rate of no less than one and one-half times the regular rate of pay for
22 any employee."

23 27. Labor Code section 1194, subdivision (a) states: "Notwithstanding any agreement
24 to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal
25 overtime compensation applicable to the employee is entitled to recover in a civil action the
26 unpaid balance of the full amount of this minimum wage or overtime compensation, including
27 interest thereon, reasonable attorney's fees, and costs of suit."

28 28. Further, pursuant to Labor Code section 1197, payment of less than the minimum

1 wage fixed by the Labor Commission is unlawful.

2 29. Pursuant to Labor Code section 1198, it is unlawful to employ persons for longer
3 than the hours set by the Industrial Welfare Commission or under conditions prohibited by the
4 IWC Wage Order(s).

5 30. Pursuant to the IWC Wage Order(s), Defendant is required to pay Plaintiff and
6 Class Members for all hours worked, meaning the time during which an employee is subject to
7 the control of an employer, including all the time the employee is suffered or permitted to work,
8 whether or not required to do so.

9 31. During the all relevant times herein, Defendant, as a matter of established
10 company policy and procedure, (1) administered a uniform company policy and practice as to the
11 rounding policies regarding the members of the Rounding Class, and (2) rounded the actual time
12 worked and recorded by the members of the Rounding Class, usually down, so that during the
13 course of the their employment, the members of the Rounding Class were paid far less than they
14 would have been paid had they been paid for actual recorded time rather than "rounded" time.

15 32. Because Defendant required the members of the Rounding Class to remain under
16 Defendant's control without paying therefore, this resulted in the members of the Rounding Class
17 earning less than the legal minimum wage in the State of California.

18 33. Defendant's pattern, practice and uniform administration of corporate policy
19 regarding illegal employee compensation as described herein is unlawful and creates an
20 entitlement, pursuant to Labor Code section 218, to recovery by Plaintiff and the members of the
21 Rounding Class, in a civil action, of the unpaid balance of the full-amount of wages owing,
22 calculated at the appropriate rate.

23 34. Further, Defendant's pattern and practice in uniform administration of corporate
24 policy regarding Defendant's failure to pay the legal minimum wage to the members of the
25 Rounding Class as described herein is unlawful and creates entitlement, pursuant to Labor Code
26 section 1194(a), to recovery by the members of the Rounding Class, in a civil action, for the
27 unpaid balance of the full amount of the unpaid minimum wages owed, calculated as the
28 difference between the straight time compensation paid and the applicable minimum wage (and/or

1 the full amount of unpaid overtime compensation, which includes any unpaid straight time and
2 unpaid overtime premium for overtime hours worked), including interest thereon.

3 35. Pursuant to Labor Code section 1194.2 subdivision (a) (which provides that in any
4 action under Labor Code section 1194, an employee shall be entitled to recover liquidated
5 damages), the members of the Rounding Class seek recovery of liquidated damages on the
6 straight-time portion of uncompensated hours of work (not including the overtime portion
7 thereof) in an amount equal to the wages unlawfully unpaid and interest thereon.

8 36. That calculation of individual damages for the members of the Rounding Class
9 may at some point be required does not foreclose the possibility of taking common evidence on
10 questions regarding their entitlement to overtime compensation (see, e.g. *Collins v. Rocha* (1972)
11 7 Cal.3d 232; *Hypolite v. Carleson* (1975) 52 Cal.App.3d 566; *Employment Development Dept.*
12 *v. Superior Court* (1981) 30 Cal.3d 256.)

13 37. Plaintiff and the Aggrieved Employees regularly worked over eight (8) hours per
14 day. Defendant failed to pay Plaintiff and the Aggrieved Employees all minimum wage and
15 overtime premiums for all hours worked in excess of eight (8) hours per day for work performed
16 for Defendant. Pursuant to the Labor Code and IWC Wage Order, Plaintiff and the Aggrieved
17 Employees seek civil penalties pursuant to Labor Code sections 2698-2699, attorneys' fees and
18 costs.

19 **SECOND CAUSE OF ACTION**

20 **Violation of the Private Attorney General Act for Failure to Provide Meal Periods or**

21 **Premium Compensation in Lieu thereof**

22 **(Plaintiff and Aggrieved Employees against all Defendants)**

23 38. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
24 fully set forth herein.

25 39. Labor Code sections 226.7 and 512 and IWC Wage Order 5-2001, Sect. 11 provide
26 that no employer shall employ any person for a work period of more than five (5) hours without
27 providing a meal period uninterrupted by work duties of not less than thirty (30) minutes or
28 employ any person for a work period of more than ten (10) hours without a second meal period

1 of not less than thirty (30) minutes.

2 40. Labor Code section 226.7 provides that if an employer fails to provide an
3 employee a meal period in accordance with this section, the employer shall pay the employee one
4 (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
5 period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide
6 legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not
7 relieving employees from all work duties during meal periods thereby preventing employees from
8 taking legally compliant meal periods.

9 41. At all relevant times, Plaintiff and the Aggrieved Employees have worked shifts
10 of more than five (5) hours in a workday.

11 42. Pursuant to Labor Code section 226.7, Plaintiff and the Aggrieved Employees are
12 entitled to damages equal to one (1) hour of wages at their regular rate of pay for each missed
13 meal break, in an amount according to proof.

14 43. At varying times relevant hereto, Plaintiff and the Aggrieved Employees have
15 worked shifts of more than ten (10) hours in a workday.

16 44. Plaintiff individually, and on behalf of the Aggrieved Employees, requests
17 recovery of meal period premium compensation pursuant to Labor Code section 226.7 which they
18 are owed beginning four (4) years prior to filing this complaint, as well as the assessment of any
19 statutory penalties against the Defendant, and each of them, in a sum as provided by the Labor
20 Code and/or other statutes.

21 45. Plaintiff, and aggrieved employees seek civil penalties pursuant to Labor Code
22 sections 2698-2699, attorneys' fees and costs.

23 **THIRD CAUSE OF ACTION**

24 **Violation of the Private Attorney General Act for Failure to Provide Rest Periods or**
25 **Premium Compensation in Lieu Thereof**
26 **(Plaintiff and Aggrieved Employees against all Defendants)**

27 46. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
28 fully set forth herein.

47. Labor Code section 226.7 provides that employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours, or major fraction thereof.

48. Labor Code section 226.7, subdivision (b) provides that if an employer fails to provide and employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employees' regular rate of compensation for each workday that the rest period is not provided. Plaintiff and the Aggrieved Employees consistently worked over four (4) hours per shift with no rest breaks, due to Defendant's uniform policies and practices.

49. Defendant failed to reasonably make available rest breaks to Plaintiff and the Aggrieved Employees during all relevant times herein. In addition, regardless of whether Plaintiff and the Aggrieved Employees were provided with a rest period, Defendant's policy was to not compensate them for this time.

50. Plaintiff, and aggrieved employees seek civil penalties pursuant to Labor Code sections 2698-2699, attorneys' fees and costs. is informed and believes

FOURTH CAUSE OF ACTION

Violation of Private Attorney General Act for Failure to Provide Accurate Itemized

Wage Statements and Maintain Records

(Plaintiff and Aggrieved Employees against all Defendants)

51. Plaintiff realleges and incorporates by reference all preceding paragraphs as if fully set forth herein.

52. Labor Code sections 226, 226.3, 1174, and 1174.5, and all applicable IWC Wage Orders, provide that employers must keep records and provide employees with itemized wage statements showing all hours worked and each applicable rate of pay in effect during the pay period with the corresponding number of hours worked at each hourly rate.

53. Labor Code section 1174, subdivision (d), requires employers to keep at a central location in California or at the plant or establishment at which the employees are employed, payroll records showing the hours worked daily, and the wages paid to, each employee.

1 54. Labor Code section 226, subdivision (a), requires employers to provide employees
2 – either as a detachable part of the check, draft, or voucher paying the employee’s wages, or
3 separately when wages are paid by personal check or cash – an accurate itemized wage statement
4 in writing including specified information, including but not limited to: (1) gross wages earned;
5 (2) total hours worked by the employee . . . ; (3) the number of piece-rate units earned . . . ; (4)
6 all deductions . . . ; (5) net wages; (6) the inclusive dates of the period for which the employee is
7 paid; (7) the name of the employee and only the last four digits of his or his social security number
8 or an employee identification number other than a social security number; (8) the name and
9 address of the legal entity that is the employer . . . ; and (9) all applicable hourly rates in effect
10 during the pay period and corresponding number of hours worked at each hourly rate by the
11 employee...

12 55. Labor Code section 226, subdivision (e), provides that if an employer knowingly
13 and intentionally fails to provide a statement itemizing, *inter alia*, the gross and net wages earned,
14 the total hours worked by the employee and the applicable hourly overtime rates, causing the
15 employee injury, then the employee is entitled to recover the greater of all actual damages or fifty
16 dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent
17 violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and believes that
18 Defendant willfully failed to make or keep accurate records for Plaintiff and Aggrieved
19 Employees.

20 56. IWC Wage Orders require that every employer shall keep accurate information
21 with respect to each employee, including time records showing when each employee begins and
22 ends each work periods, the total daily hours worked by each employee and the total hours worked
23 in each payroll period, and applicable rates of pay. Plaintiff is informed and believes that
24 Defendant willfully and intentionally failed to make and/or keep records which accurately reflect
25 the hours worked by Plaintiff and the Aggrieved Employees. Specifically, Plaintiff believes that
26 Defendant did not maintain accurate records for Plaintiff and the Aggrieved Employees reflecting
27 when they were working during their meal periods.

28 57. An employee is deemed to suffer injury if the employer fails to provide a wage

1 statement containing all of the required information set forth in Labor Code section 226,
2 subdivision (a). (Lab. Code § 226(e)(2).) In addition, the omission of time worked, proper rates
3 of pay, records of missed meal and rest breaks and/or premium pay make it difficult for employees
4 to determine whether they were paid all wages due without complicated calculations and/or
5 reconstruction of records required to be maintained by the employer.

6 58. For each employee suffering an injury as a result of Defendant's knowing and
7 intentional failure to provide an accurate, itemized wage statement the employee is entitled to
8 recover the greater of actual damages or fifty dollars (\$50.00) for the initial pay period in which
9 a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a
10 subsequent pay period.

11 59. Plaintiff is informed and believes that Defendant's failure to keep accurate payroll
12 records, as described above, violated Labor Code sections 1174, subdivision (d) and 226,
13 subdivision (a), and the applicable Wage Order. Plaintiff intends to seek penalties under Labor
14 Code section 2699, subdivision (f)(2). Plaintiff and the Aggrieved Employees are entitled to
15 penalties of one hundred (\$100.00) for the initial violation, and two hundred (\$200.00) for each
16 subsequent violation for every pay period during which these records and information were not
17 kept by Defendant.

18 60. Plaintiff is informed and believes that Defendant's failure to keep and maintain
19 accurate records and information and provide to Plaintiff and the Aggrieved Employees itemized
20 wage statements containing all of the information mandated by the Labor Code, as described
21 above, was knowing and intentional. Accordingly, Plaintiff and aggrieved employees seek civil
22 penalties pursuant to Labor Code sections 2698-2699, attorneys' fees and costs

23 **FIFTH CAUSE OF ACTION**

24 **Violation of the Private Attorney General Act for Failure to Pay Wages Due upon**

25 **Termination of Employment**

26 **(Plaintiff and Aggrieved Employees against all Defendants)**

27 61. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
28 fully set forth herein.

1 Employees for the use of their personal vehicles for business purposes. In addition, Defendant
2 failed to indemnify Plaintiff and the Aggrieved Employees for the cost of cleaning and
3 maintenance of their work uniforms.

4 69. Defendant has not reimbursed Plaintiff and the Aggrieved Employees for all
5 expenditures. Accordingly, Plaintiff and aggrieved employees seek civil penalties pursuant to
6 Labor Code sections 2698-2699, attorneys' fees and costs.

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8 Dated: May 10, 2021

MAHONEY LAW GROUP, APC

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Kevin Mahoney, Esq.
Michael A. Swift, Esq.
Attorneys for Plaintiff ALFONSO GUZMAN, as an
individual and on behalf of all employees similarly
situated

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1. For penalties pursuant to Labor Code sections 2698-2699;
2. For attorneys' fees pursuant to Labor Code sections 2698-2699;
3. For costs pursuant to Labor Code sections 2698-2699; and
4. For all such other and further relief as the Court may deem just and proper.

MAHONEY LAW GROUP, APC



REPRESENTATIVE ACTION COMPLAINT FOR CIVIL PENALTIES AND FINES

EXHIBIT A



Michael Swift
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March 3, 2021

VIA ELECTRONIC FILLING

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

VIA CERTIFIED MAIL # 7019 2970 0000 2983 0696

Return Receipt Requested

American Golf Corporation

909 N. Pacific Coast Highway, Suite 650

El Segundo, CA 90245

VIA CERTIFIED MAIL # 7019 2970 0000 2983 0702

Return Receipt Requested

National Registered Agents, Inc.

818 West Seventh Street, Suite 930

Los Angeles, CA 90017

Re: *Alfonso Guzman Casas v. American Golf Corporation*

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 et. seq.**

To: California Labor and Workforce Development Agency and American Golf Corporation

From: Alfonso Guzman Casas, on behalf of himself and aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

I. FACTUAL STATEMENT

Please note that the firm, Mahoney Law Group, APC, represents the interests of Alfonso Guzman Casas ("Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA"), on behalf of himself and all other aggrieved employees.

II. THEORIES OF LABOR CODE VIOLATIONS AND REMEDIES

American Golf Corporation ("Employer") operates a property management corporation operating in the state of California. Employee alleges Employer violated various sections of the Labor Code, including, but not limited, to sections 201, 202, 203, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1174, 1194, 1197 and 2802 by failing to provide Employee and all other aggrieved employees all wages for all hours worked, failure to pay overtime wages, failure to authorize and permit rest periods or premium wages in lieu thereof, failure to provide meal periods or premium wages in lieu thereof, failure to provide accurate itemized wage statements, and failure to indemnify employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties.

Employer failed to pay Employee and other aggrieved employees for all hours worked at the legally mandated wage rates. Employer failed to pay Employee and other aggrieved employees all legally mandated wages, including regular and overtime wages, for all work performed, in violation of California law. Specifically, Employer would require Employee to work during his meal and rest breaks and Employer used a rounding policy to the detriment of Employee. During the course of Employee's employment with Employer, Employee and other aggrieved employees regularly worked in excess of eight (8) hours per day, but were routinely not paid for all hours worked. Furthermore, Employer failed to properly include all remuneration, including bonuses, from the calculation for Employee's overtime rate thus failing to pay all owed overtime wages. As such, Employee and other aggrieved employees were not compensated for the time worked during these periods. Employer's conduct is in violation of Labor Code sections 510, 1182.12, 1194 and 1197, and is actionable under PAGA.

Employer also failed to provide Employee and other aggrieved employees with timely uninterrupted meal and rest periods. Employer would frequently interrupt Employee's meal periods. Employees were also not permitted to take 10-minute uninterrupted rest periods. Thus, Employee and his co-workers did not receive timely uninterrupted meal and rest periods and were not compensated with premium wages for non-compliant meal and/or rest periods. Employer's conduct is in violation of Labor Code sections 226.7 and 512, and is also actionable under PAGA.

As a result of Employer's failure to pay all wages owed as described herein, Employer further failed to keep accurate payroll records and failed to provide Employee and other aggrieved employees with complete and accurate wage statements showing the actual hours worked correct premium wages earned per pay period as well as the total hours worked for the pay period. In addition, Employer failed to include Employee's and other aggrieved employees correct hourly rate on their pay statements. Employer's conduct is in violation of Labor Code sections 226 and 1174, and is actionable under PAGA.

Employer also failed to indemnify Employee and aggrieved employees all necessary expenditures incurred in direct discharge of their duties. During the course of employment, Employee and his co-workers were required to incur various business expenses at their own cost, including, but not limited to, traveling to and from different work locations in their personal vehicle and the use of their personal cell phones without compensation. Additionally, Employee was required to clean and maintain a work uniform bearing Employer's logo without reimbursement. Employer failed to provide any reimbursement to Employee and other aggrieved employees for

the cost of using their personal cellphone and vehicle as well as uniform maintenance in violation of Labor Code section 2802.

As a further result of Employer's failure to pay all wages owed as described herein, Employer also violated Labor Code sections 201, 202, and 203, due to its practice and procedure of failing to pay all wages earned to former employees.

Employee will bring his lawsuit on behalf of himself and all other aggrieved employees who were employed by Employer. Please advise if the LWDA has any objection to my client including PAGA claims in his complaint. We look forward to your response. Please feel free to contact our office if you have any questions, comments or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read "M. A. Swift", with a stylized flourish at the end.

Michael A. Swift, Esq.
MAHONEY LAW GROUP, APC