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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By Elizabeth Reyes, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

Destinee Hart, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiff,

v.

ALIKA LLC dba Carlton Oaks Golf Club, a
California Corporation; and DOES 1 through
50, inclusive,

Defendants.

Case No. 37-2021-00025651-CU-OE-CTL

CLASS ACTION

FIRST AMENDED COMPLAINT

1. Failure to Pay Straight-Time and Overtime Wages
2. Failure to Provide Required Meal Breaks
3. Failure to Authorize and Permit Required Paid Rest Periods
4. Failure to Reimburse Required Expenses
5. Failure to Provide Accurate Itemized Wage Statements
6. Failure to Pay All Wages Owed Upon Separation
7. Violation of California's Unfair Competition Law (Cal. Bus. & Prof. Code § 17200, *et seq.*)
8. Violation of the Private Attorneys General Act (Cal. Labor Code §§ 2698, *et seq.*)

DEMAND FOR JURY TRIAL

1 Plaintiff Destinee Hart (hereinafter “Plaintiff” or “Hart”), an individual, on behalf of herself
2 and all other similarly situated current and former hourly, non-exempt employees, alleges on
3 information and belief, except for her own acts and experiences, which are based on personal
4 knowledge, the following:

5 **INTRODUCTION**

6 1. This is a putative class action brought against Defendant ALIKA LLC *doing*
7 *business as* Carlton Oaks Golf Club (hereinafter “Defendant” or “Alik”) for (i) failing to pay
8 straight-time wages and overtime wages for all work performed; (ii) failing to provide compliant
9 duty-free meal breaks; (iii) failing to authorize and permit compliant paid duty-free rest periods;
10 (iv) failing to pay all owed wages each and every pay period; (v) failure to reimburse business
11 expenses; (vi) failing to provide accurate, compliant, itemized wage statements; (vii) failing to pay
12 all wages owed upon separation of employment, as mandated under the California Labor Code
13 (hereinafter the “Labor Code”); (viii) violation of California’s Unfair Competition Law (hereinafter
14 the “UCL”); and, (ix) violating the California Private Attorneys General Act (hereinafter the
15 “PAGA”).

16 2. Plaintiff is a Member of and the named representative for the Class, the Separated
17 Employee Subclass, and the Wage Statement Subclass as defined in Paragraphs 16-18 below. The
18 term “Class” includes Plaintiff and all other persons who are members of the “Class,” and/or the
19 “Separated Employee Subclass,” and/or the “Wage Statement Subclass,” as herein defined.

20 3. On behalf of herself and other Members of the Class and Subclasses, Plaintiff seeks
21 1) all straight-time and overtime wages owed, under Labor Code §§ 510, 1194 and 1197; 2) an
22 additional hour of premium pay owed under Labor Code § 226.7 and the applicable I.W.C. Wage
23 Order for each day Defendant(s) failed to provide all required, compliant meal breaks; 3) an
24 additional hour of premium pay owed under Labor Code § 226.7 and the applicable I.W.C. Wage
25 Order for each day Defendant(s) failed to authorize and permit all required, compliant, paid rest
26 periods; 4) unpaid wages, due every pay period, under Labor Code § 204; 5) reimbursement of
27 incurred business expenses, under Labor Code § 2802; 6) unpaid wages, due at the time of
28 resignation or termination, under Labor Code §§ 201 and/or 202; 7) continuation wages, under

1 Labor Code § 203; 8) penalties for inaccurate/non-compliant itemized wage statements, under
2 Labor Code § 226(e); 9) restitution under California Business & Professions Code (“Cal. Bus. &
3 Prof. Code”) § 17203; and, 10) injunctive relief under Labor Code § 226(h) and Cal. Bus. & Prof.
4 Code § 17200.

5 4. The State of California Private Attorneys General Act of 2004 (“PAGA”) allows for
6 a tolling of the limitations period during the period during which the California Labor and
7 Workforce Development Agency (hereinafter the “LWDA”) is assessing, or the employer may be
8 curing, the alleged violations. Cal. Labor Code § 2699.3(d). On June 14, 2021, pursuant to Labor
9 Code § 2699.3(a)(1), counsel for Plaintiff, on behalf of Hart, provided written notice via online
10 filing with the LWDA and via certified mail, with return-receipt, to the employer / Defendant,
11 alleging violations of the Labor Code and the facts and theories that support the alleged violations.
12 (see **Exhibit 1**, attached hereto and incorporated by this reference herein). Additionally, on June
13 14, 2021, pursuant to Labor Code § 2699.3(a)(1)(B), counsel for Plaintiff, on behalf of Hart,
14 submitted the required filing fee of \$75.00 to the LWDA. (see **Ex. 1**).

15 **JURISDICTION AND VENUE**

16 5. This Court has jurisdiction over this Action pursuant to California Code of Civil
17 Procedure (“Cal. Code of Civ. Proc.”) § 410.10 and Cal. Bus. & Prof. Code § 17203. This action is
18 brought as a Class Action on behalf of Plaintiff and similarly situated employees of Defendants,
19 pursuant to Cal. Code of Civ. Proc. § 382.

20 6. Venue is proper in this Court, pursuant to Cal. Code of Civ. Proc. §§ 395 and 395.5,
21 because Plaintiff performed work on behalf of Defendant in the County of San Diego, and
22 Defendant committed the wrongful conduct herein alleged in the County of San Diego against
23 Plaintiff and Members of the Class.

24 **THE PARTIES**

25 **A. Plaintiff and the Class**

26 7. Plaintiff Destinee Hart was employed by Defendant Alike LLC in the State of
27 California, County of San Diego as an hourly, non-exempt employee from approximately August
28 2019 through September 2020 as a front desk associate. Plaintiff worked at the Carlton Oaks Golf

1 Club located at 9200 Inwood Dr., Santee, California 92071. Plaintiff typically worked 4-5 days per
2 week and earned approximately \$13.00 per hour.

3 8. Plaintiff and other hourly, non-exempt employees were subjected to an auto-deduct
4 meal break policy where 30 minutes was deducted from their shift regardless of whether a meal
5 break was actually taken. On certain occasions Plaintiff would have 30 minutes deducted from her
6 work shift but was still working during this automatically clocked-out time. On certain occasions
7 when Plaintiff was unable to take her meal break Defendant would require her to sign a meal break
8 “waiver” indicating that she “waived” her meal break, even though Defendant knew that the meal
9 break was not in fact waived. Plaintiff and other employees were subjected to a policy where they
10 were unable to leave the golf club during their meal breaks and rest periods due to a lack of
11 sufficient staff coverage resulting in non-compliant meal breaks and rest periods.

12 9. Plaintiff and other hourly, non-exempt employees were not provided with company
13 cellular telephones. Plaintiff and other employees would need to utilize their personal cellular
14 phones to contact other employees while at work to handle various issues, and would also receive
15 calls while off-the-clock from managers to respond to inquiries without receiving any
16 reimbursement for these incurred business expenses. Additionally, during the times when Plaintiff
17 and other class members were contacted outside of their standard work shift (via cellular telephone)
18 they failed to receive wages for this work time.

19 10. The Members of the Class and Subclassed are similarly situated persons who are
20 presently employed or were formerly employed by Defendants in the State of California as hourly,
21 non-exempt employees who: 1) were not paid straight-time and overtime wages for all work
22 performed; 2) were not provided with uninterrupted, compliant, duty-free 30-minute meal breaks;
23 3) were not authorized and permitted to take compliant, paid, duty-free 10-minute rest periods; 4)
24 were not paid all wages due each and every pay period; 5) were not reimbursed for all incurred
25 business expenditures; 6) were not provided with all earned wages upon their separation of
26 employment; and/or, 7) were not provided compliant accurate itemized wage statements.

27 11. The true names and capacities, whether individual, corporate, associate or otherwise
28 of the Defendants sued here as DOES 1 through 50, inclusive, are presently unknown to Plaintiff,

1 who therefore sues these Defendants by such fictitious names, pursuant to Cal. Civ. Proc. Code §
2 474. Plaintiff is informed and believes, and based thereon, alleges that each of the Defendants
3 designated herein is legally responsible in some manner for the unlawful acts referred to herein. To
4 the extent required, Plaintiff will seek leave of Court to amend this Complaint to reflect the true
5 names and capacities of these Defendants, when they have been ascertained and become known.

6 12. The agents, servants and/or employees of Defendants and each of them, acting on
7 behalf of the Defendants, acted within the course and scope of his, her or its authority as the agent,
8 servant and/or employee of the Defendants, and personally participated in the conduct alleged
9 herein on behalf of the Defendants with respect to the conduct alleged herein. Consequently, the
10 acts of each Defendant are legally attributable to the other Defendants and all Defendants are
11 jointly and severally liable to Plaintiff and the other non-exempt hourly employees, for the loss
12 sustained as a proximate result of the conduct of the Defendants' agents, servants and/or
13 employees.

14 **B. Defendants**

15 13. Defendant Alika LLC *dba* Carlton Oaks Golf Club is an entity created under the
16 laws of the State of California. At all relevant times mentioned herein, Defendant conducted
17 substantial business in the State of California, County of San Diego. Alika is a golf club containing
18 an 18-hole golf course, driving range and practice area, pro shop, 51 room hotel, and a
19 restaurant/bar. The property also hosts weddings and other group events. The company website is:
20 www.carltonoaksgolf.com. Defendant was the employer of Plaintiff during her employment.

21 14. Plaintiff is ignorant of the true names, capacities, relationships and extent of
22 participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 50,
23 but is informed and believes and thereon alleges that said Defendants are legally responsible for the
24 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.
25 Plaintiff will amend this Complaint to allege the true names and capacities of the DOE Defendants
26 when ascertained.

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

1 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
2 attributable to the other Defendants.

3 **CLASS ACTION ALLEGATIONS**

4 16. Plaintiff brings this action on behalf of herself and all other similarly situated
5 persons as a class action pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a
6 Class composed of defined as follows:

7 **All of Defendants' non-exempt hourly employees working in the State of**
8 **California at any time since June 11, 2017 through the date as determined by**
9 **the Court ("Class Period") ("Class Members").**

10 17. Plaintiff also seeks to bring this action on behalf of herself and all other similarly
11 situated persons in a Subclass of the Plaintiff Class, which is composed of and defined as follows:

12 **All Class Members whose employment ended at any time since June 11, 2018**
13 **("Separated Subclass Members").**

14 18. Plaintiff also seeks to bring this action on behalf of herself and all other similarly
15 situated persons in a Subclass of the Plaintiff Class, which is composed of and defined as follows:

16 **All Class Members employed at any time since June 11, 2020**
17 **("Wage Statement Subclass Members").**

18 19. This action has been brought and may be maintained as a class action pursuant to
19 Code of Civil Procedure § 382, because there is a well-defined community of interest among many
20 persons who comprise a readily ascertainable class.

21 a. The Class Members are so numerous that individual joinder of all of them as
22 plaintiffs is impractical. Although the exact number of Class members is unknown
23 to Plaintiff at this time, Plaintiff is informed and believes and thereon alleges that
24 there are not less than 90 Class Members.

25 b. The identity of Class Members can readily be determined from Defendants' records.
26 Defendants' records include the name and address of every person who performed
27 work for them during the Class Period.
28

1 c. Common questions of law and fact exist as to Class Members and predominate over
2 any questions that may affect only individual Class Members. These common
3 questions include, but are not limited to:

- 4 (1) Did Defendants, in violation of Labor Code §§ 510, 1194, and 1197, fail to
5 pay for all straight-time and overtime wages owed to them?
- 6 (2) Did Defendants violate Labor Code §§ 226.7 and 512, and the applicable
7 I.W.C. Wage Order by failing to provide compliant duty-free meal breaks as
8 alleged herein?
- 9 (3) Did Defendants violate Labor Code §§ 226.7 and 512, and the applicable
10 I.W.C. Wage Order by failing to authorize and permit compliant duty-free
11 paid rest periods as alleged herein?
- 12 (4) Did Defendants, in violation of Labor Code § 2802, fail to indemnify Class
13 Members for all necessary expenditures or losses incurred in the course of
14 their duties?
- 15 (5) Did Defendants fail to provide Wage Statement Subclass Members with
16 accurate, compliant, itemized wage statements?
- 17 (6) Are Defendants liable for civil penalties under Labor Code § 226?
- 18 (7) Did Defendants, in violation of Labor Code § 201 or § 202, fail to pay timely
19 all wages owed to Separated Subclass Members upon separation?
- 20 (8) Did Defendants act willfully when they failed to pay timely all wages owed
21 to Separated Subclass Members upon separation?
- 22 (9) Are Defendants liable for penalty wages under Labor Code § 203?
- 23 (10) Did Defendants violate the Unfair Competition Law, Cal. Bus. & Prof. Code
24 § 17200, *et seq.*, by their unlawful practices, as alleged herein?
- 25 (11) Did Defendants violate the Unfair Competition Law, Cal. Bus. & Prof. Code
26 § 17200, *et seq.*, by failing to pay Plaintiff and Class Members all wages
27 earned each pay period, in violation of Labor Code § 204, as alleged herein?
- 28 (12) Are Defendants liable for restitution under Cal. Bus. & Prof. Code § 17203?

1 (13) Are Defendants liable for pre-judgment interest?

2 (14) Are Defendants liable for attorney's fees and costs?

3 d. Plaintiff is a Member of the Class and the Subclasses, and her claims are typical of
4 the claims of the other Class Members and Subclass Members. Plaintiff is informed
5 and believes and thereon alleges that Defendants maintain policies or practices of: 1)
6 failing to pay straight-time and overtime wages for all hours actually worked; 2)
7 failing to provide compliant meal breaks; 3) failing to authorize and permit
8 compliant paid rest periods; 4) failing to pay employees for all wages earned during
9 each pay period; 5) failing to reimburse employees for all incurred business
10 expenses; 6) failing to pay employees all earned wages due upon separation of
11 employment; and/or 7) failing to provide employees with accurate, compliant
12 itemized wage statements.

13 e. Plaintiff will adequately and fairly protect the interests of the Class Members and
14 Subclass Members. Plaintiff has no interest adverse to the interests of absent Class
15 Members and Subclass Members. Plaintiff is represented by legal counsel who has
16 substantial class action experience in civil litigation and employment law.

17 20. A class action is superior to other available means for fair and efficient adjudication
18 of the claims of the Class and would be beneficial for the parties and the court. Class action
19 treatment will allow a large number of similarly situated persons to prosecute their common claims
20 in a single forum, simultaneously, efficiently, and without the unnecessary duplication of effort and
21 expense that numerous individual actions would require. The monetary amounts due to many
22 individual Class Members are likely to be relatively small, and the burden and expense of
23 individual litigation would make it difficult or impossible for individual members of the Class to
24 seek and obtain relief. A class action will serve an important public interest by permitting such
25 individuals to effectively pursue recovery of the sums owed to them. Further, class litigation
26 prevents the potential for inconsistent or contradictory judgments raised by individual litigation.

27 ///

28 ///

FIRST CAUSE OF ACTION
Failure to Pay Straight-Time and Overtime Wages
(By Plaintiff and the Class Members against all Defendants)

21. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

22. At all relevant times, Plaintiff and the Class Members were and/or are employees of Defendants covered by Labor Code §§ 510, 1194, and 1197 and the applicable I.W.C. Wage Order.

23. By their failure to pay straight-time wages and overtime wages at the lawful rate of pay for all time worked, Defendants willfully breached their agreement to pay wages, in violation of Labor Code §§ 510, 1194 and 1197 and the applicable I.W.C. Wage Order.

24. Plaintiff is informed and believes and thereon alleges that at all relevant times within the applicable limitations period, Defendants maintained and continue to maintain a policy or practice of auto-deducting 30-minute meal breaks from work shifts without regard to whether the meal break was actually taken. On certain occasions work was still being performed while employees were automatically clocked-out without wages being paid for this work time. Additionally, on certain occasions employees were contacted via telephone to respond to work related questions without wages being paid for this work time.

25. As a result of Defendants' unlawful and willful conduct, employees have suffered damages in an amount, subject to proof, to the extent they were not paid properly all straight-time and overtime wages at the lawful rate for all hours actually worked and owed to them under Labor Code §§ 510, 1194 and 1197, and the applicable I.W.C. Wage Order.

26. Pursuant to Labor Code §§ 1194, 1194.2 and 1194.3, Plaintiff and the Class Members are entitled to recover the full amount of unpaid wages, liquidated damages, pre-judgment interest, reasonable attorney's fees and costs of suit.

SECOND CAUSE OF ACTION
Failure to Provide Required Meal Breaks
(By Plaintiff and the Class Members against all Defendants)

27. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

28. At all relevant times, Plaintiff and the Class Members were and/or are employees of Defendants, covered by Labor Code §§ 226.7 and 512, and the applicable I.W.C. Wage Order.

///

1 29. Pursuant to Labor Code §§ 226.7 and 512, and the applicable I.W.C. Wage Order,
2 Plaintiff and the Class Members are entitled to a meal break of at least thirty (30) minutes for each
3 workday that they worked more than five (5) hours, and a second meal period of at least thirty (30)
4 minutes for each workday they worked more than ten (10) hours, and one additional hour of pay for
5 every day that all required, compliant meal breaks are not provided.

6 30. Defendants have failed to provide Plaintiff and the Class Members with compliant
7 meal breaks in accordance with Labor Code §§ 226.7 and 512, and the applicable I.W.C. Wage
8 Order. Plaintiff and other Class Members were subjected to an automatically deducted 30-minute
9 meal period regardless of whether a meal period was actually taken. Further, on certain occasions
10 Plaintiff and the other Class Members were forced to sign meal break “waiver documents” to
11 evidence false compliance with California’s meal break laws. Additionally, Class Members were
12 frequently interrupted on their meal breaks with communication via walkie-talkie and cellular
13 telephone and were required to remain on the premises for their clocked-out meal break resulting in
14 non-compliant meal breaks.

15 31. Defendants failed to provide Plaintiff and the Class Members the additional hour of
16 pay required by Labor Code § 226.7 and the applicable I.W.C. Wage Order. Plaintiff is informed
17 and believes and thereon alleges that at all relevant times within the applicable limitations period,
18 Defendants maintained and continue to maintain a policy or practice of not paying additional pay at
19 the lawful rate of pay to employees for the failure to provide compliant meal breaks.

20 32. As a result of Defendants’ unlawful conduct, Plaintiff and the Class Members have
21 suffered damages in an amount, subject to proof, to the extent they were not paid additional wages
22 at the lawful rate of pay owed for the failure to provide compliant meal breaks.

23 33. Pursuant to Labor Code § 218, Plaintiff and the Class Members are entitled to
24 recover the full amount of their unpaid additional wages for unprovided meal breaks. Pursuant to
25 Labor Code § 218.5, Plaintiff and the Class Members are entitled to recover their reasonable
26 attorney’s fees and costs of suit. Pursuant to Labor Code § 218.6 or Civil Code §3287(a), Plaintiff
27 and the Class Members are entitled to recover prejudgment interest on the additional wages owed
28 for missed meal breaks at the lawful rate of pay.

1 **THIRD CAUSE OF ACTION**

2 **Failure to Authorize and Permit Required Paid Rest Periods**
3 (By Plaintiff and the Class Members against all Defendants)

4 34. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

5 35. At all relevant times, Plaintiff and the Class Members were and/or are employees of
6 Defendants covered by Labor Code §§ 226.7 and 512, and the applicable I.W.C. Wage Order.

7 36. Pursuant to Labor Code §§ 226.7 and 512 and the applicable I.W.C. Wage Order,
8 Plaintiff and the Class Members are entitled to properly paid rest periods of at least ten (10)
9 minutes for each four (4) hour period of work or major fraction thereof and one (1) hour of
10 additional pay for every day that each and every required compliant paid rest period was not
11 authorized and permitted. Further, Plaintiff and the Class Members have been denied their first rest
12 period of at least ten (10) minutes for some shifts worked of at least two and a half (2.5) to four (4)
13 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between
14 six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for
15 some shifts worked of ten (10) hours or more.

16 37. Defendants have failed to provide Plaintiff and the Class Members the additional
17 hour of pay required under Labor Code §§ 226.7 and 512 and the applicable I.W.C. Wage Order.
18 Plaintiff is informed and believes and thereon alleges that at all times during the applicable
19 limitations period, Defendants maintained and continue to maintain a policy or practice of requiring
20 Plaintiff and Class Members to remain “on-duty” and performing work duties during their
21 supposed “rest periods.” Defendants have failed to pay and continue to fail to properly pay
22 Plaintiff and Class Members at the regular rate of pay for all rest periods, as required by law.

23 38. As a result of Defendants’ unlawful conduct, Plaintiff and the Class Members have
24 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
25 owed for missed rest periods at the lawful rate of pay.

26 39. Pursuant to Labor Code § 218, Plaintiff and the Class Members are entitled to
27 recover the full amount of their unpaid additional wages for missed rest periods. Pursuant to Labor
28 Code § 218.5, Plaintiff and the Class Members are entitled to recover their reasonable attorney’s
fees and costs of suit. Pursuant to Labor Code § 218.6 or Civil Code § 3287(a), Plaintiff and the

1 Class Members are entitled to recover prejudgment interest on the additional pay owed for missed
2 rest periods.

3 **FOURTH CAUSE OF ACTION**
4 **Failure to Reimburse Required Expenses**
(By Plaintiff and the Class Members against all Defendants)

5 40. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

6 41. At all relevant times, Plaintiff and the other Members of the Class were employees
7 of Defendants covered by Labor Code § 2802 which provides, in relevant part, that:

8 An employer shall indemnify his or her employee for all necessary expenditures or
9 losses incurred by the employee in direct consequence of the discharge of his or her
10 duties, or of his or her obedience to the directions of the employer, even though
unlawful, unless the employee, at the time of obeying the directions, believed them
to be unlawful.

11 42. At all relevant times herein, Defendants violated Labor Code § 2802 by failing to
12 reimburse and indemnify the Plaintiff and the other Members of the Class for cellular/mobile
13 telephone usage/data (both while at the business location and away from the business location) and
14 not providing them with company phones. Specifically, Plaintiff and the Class Members would
15 need to use their own personal phones to contact other employees due to the large physical layout
16 of the golf club and the failure of the golf club to provide wireless phones for the employees to
17 utilize while at work in violation of Labor Code § 2802.

18 43. Labor Code § 2802(b) and (c) provides for interest at the statutory post judgment
19 rate of ten percent (10%) simple interest per annum from the date of the expenditure, plus
20 attorneys' fees to collect reimbursement.

21 44. Plaintiff therefore demands reimbursement for expenditures or losses incurred by
22 her and the other Class Members in the discharge of their duties for Defendants, or their obedience
23 to the directions of Defendants, with interest at the statutory rate and attorneys' fees and costs
24 under Labor Code § 2802.

25 **FIFTH CAUSE OF ACTION**
26 **Failure to Provide Compliant Accurate Itemized Wage Statements**
(By Plaintiff and the Wage Statement Subclass Members against all Defendants)

27 45. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

28 46. At all relevant times, Plaintiff and the Wage Statement Subclass Members were

1 and/or are employees of Defendants covered by Labor Code § 226.

2 47. Pursuant to Labor Code § 226(a), Plaintiff and the Wage Statement Subclass
3 Members are entitled to receive, semi-monthly or at the time of each payment of wages, an
4 accurate, compliant itemized statement showing gross wages earned; net wages earned; all
5 applicable hourly rates in effect during the pay period; the corresponding number of hours worked
6 at each hourly rate by the employee; the inclusive dates of the period for which the employee is
7 paid; and the name and address of the legal entity that is the employer.

8 48. Defendants have failed to provide Plaintiff and the Wage Statement Subclass
9 Members accurate, compliant itemized wage statements in accordance with Labor Code §§ 226(a)
10 and 226.2. Plaintiff is informed and believes and thereon alleges that at all relevant times since one
11 (1) year preceding the filing of the Complaint in this action (the “Penalty Period”), Defendants
12 maintained a policy or practice of failing to pay straight-time and overtime wages for all time
13 actually worked, including but not limited to, time during clocked-out meal breaks, failing to
14 accurately record all hours actually worked, failing to pay meal break premium payments, and
15 failing to pay rest period premium payments. Defendants’ practice resulted and continues to result
16 in the issuance of non-compliant ‘wage statements’ to Class Members that do not show the correct
17 amount of gross wages earned, the correct amount of net wages earned, the correct number of hours
18 worked, the correct hourly rates of pay in effect for each hour worked, and the correct deductions
19 made thereto for taxing authority purposes.

20 49. Defendants’ failure to provide Plaintiff and the Wage Statement Subclass Members
21 with compliant and accurate itemized wage statements was and is knowing and intentional.
22 Defendants have had the ability to provide Plaintiff and Wage Statement Subclass Members with
23 accurate wage statements, but intentionally provided ‘wage statements’ that Defendants knew were
24 not accurate or compliant.

25 50. As a result of Defendants’ conduct, Plaintiff and the Wage Statement Subclass
26 Members have suffered injury. The absence of accurate and complete information on their wage
27 statements has prevented timely challenges to Defendants’ unlawful pay practices, has and will
28 require discovery and mathematical computations to determine the amount of wages owed and

1 number of hours actually worked, has caused difficulty and expense in attempting to reconstruct
2 time and pay records, and has led to the submission of inaccurate information about wages and
3 deductions to state and federal government agencies.

4 51. Pursuant to Labor Code § 226(e), Plaintiff and the Wage Statement Subclass
5 Members are entitled to recover fifty dollars (\$50) for the initial pay period during the Penalty
6 Period in which a violation of Labor Code § 226 occurred and one hundred dollars (\$100) for each
7 violation of Labor Code § 226 in a subsequent pay period, not to exceed an aggregate penalty of
8 four thousand dollars (\$4,000) per employee.

9 52. Pursuant to Labor Code § 226(h), Plaintiff and the Wage Statement Subclass
10 Members are entitled to bring an action for injunctive relief to ensure Defendants' compliance with
11 Labor Code § 226(a). Injunctive relief is warranted because Defendants continue to provide
12 currently employed Wage Statement Subclass Members with inaccurate, deficient, non-compliant
13 'wage statements' in violation of Labor Code § 226(a) and currently employed Wage Statement
14 Subclass Members have no adequate legal remedy for the continuing injuries that will be suffered
15 as a result of Defendants' ongoing unlawful conduct. Injunctive relief is the only remedy available
16 for ensuring Defendants' compliance with Labor Code § 226(a).

17 53. Pursuant to Labor Code §§ 226(e) and 226(h), Plaintiff and the Wage Statement
18 Subclass Members are entitled to recover the full amount of penalties due under Labor Code
19 §226(e), reasonable attorney's fees and costs of suit.

20 **SIXTH CAUSE OF ACTION**

21 **Failure to Pay All Wages Owed Upon Separation**

22 (By Plaintiff and the Separated Subclass Members against all Defendants)

23 54. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

24 55. At all relevant times, Plaintiff and the Separated Subclass Members, were
25 employees of Defendants covered by Labor Code §§ 201 and/or 202.

26 56. Pursuant to Labor Code §§ 201 and 202, Plaintiff and the Separated Subclass
27 Members were entitled upon separation to timely payment of all wages earned and unpaid prior to
28 separation. Discharged employees were entitled to payment of all wages earned and unpaid prior
to discharge immediately upon termination. Employees who resigned were entitled to payment of

1 all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
2 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
3 unpaid prior to resignation at the time of resignation.

4 57. Defendants have failed to pay Plaintiff and the Separated Subclass Members all
5 wages earned and unpaid prior to separation, in accordance with Labor Code §§ 201 and/or 202.
6 Plaintiff is informed and believes and thereon alleges that during the three (3) year limitations
7 period applicable to this cause of action, Defendants maintained and continue to maintain a policy
8 or practice of failing to pay all straight-time and overtime wages for all time actually worked, all
9 meal break premium payments, and all rest period premium payments owed at the time of
10 separation from employment.

11 58. Defendants' failure to pay Plaintiff and the Separated Subclass Members all wages
12 earned prior to separation in accordance with Labor Code § 201 and/or § 202 was and is willful.
13 Defendants have had the ability to pay all wages earned by employees – including but not limited
14 to all straight-time and overtime wages at the lawful rate of pay, but intentionally have adopted
15 policies or practices incompatible with the requirements of Labor Code §§ 510, 1194, and 1197,
16 and the applicable I.W.C. Wage Order. Defendants have had the ability to pay all meal break and
17 rest period premium payments earned by employees but intentionally adopted policies or practices
18 incompatible with the requirements of Labor Code § 226.7 and § 512, and the applicable I.W.C.
19 Wage Order. When Defendants failed to pay upon separation all wages earned prior to separation,
20 Defendants knew what they were doing and intended to do what they did.

21 59. Pursuant to Labor Code § 201 or § 202, Plaintiff and the Separated Subclass
22 Members are entitled to all wages earned prior to separation that Defendants did not pay them.

23 60. Pursuant to Labor Code § 203, Plaintiff and the Separated Subclass Members are
24 entitled to penalty wages, from the day their earned and unpaid wages were due upon separation
25 until paid, up to a maximum of 30 days.

26 61. As a result of Defendants' conduct, Plaintiff and the Separated Subclass Members
27 have suffered damages in an amount, subject to proof, to the extent they were not paid for all wages
28 earned prior to separation in violation of Labor Code § 201 or § 202.

1 62. As a result of Defendants’ conduct, Plaintiff and the Separated Subclass Members
2 have suffered damages in an amount, subject to proof, to the extent they were not paid all penalty
3 wages owed to them in violation of Labor Code § 203.

4 63. Pursuant to Labor Code §§ 218 and 218.5, Plaintiff and the Separated Subclass
5 Members are entitled to recover the full amount of their unpaid wages, unpaid penalty wages, and
6 reasonable attorney’s fees and costs of suit. Plaintiff and the Separated Subclass Members are
7 entitled to recover pre-judgment interest on all due and unpaid wages and penalty wages under
8 Labor Code § 218.6 and/or Civil Code § 3287(a).

9 **SEVENTH CAUSE OF ACTION**
10 **Violation of California’s Unfair Competition Law (“UCL”)**
11 **[Cal. Bus. & Prof. Code § 17200, *et seq.*]**
12 **(By Plaintiff and the Class Members against all Defendants)**

13 64. Plaintiff incorporates all preceding paragraphs as though fully set forth herein.

14 65. Plaintiff brings this claim on behalf of herself and all others similarly situated in his
15 representative capacity against Defendants and Does 1 through 50, for their unlawful business acts
16 and/or practices pursuant to Cal. Bus. & Prof. Code § 17200, *et seq.* (the “UCL”), which prohibits
17 all unlawful business acts and/or practices.

18 66. Defendants are each a “person,” as that term is defined under Cal. Bus. & Prof.
19 Code § 17021.

20 67. The UCL defines unfair competition as any unlawful, unfair, or fraudulent business
21 act or practice. Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with
22 respect to unfair competition as follows:

23 Any person who engages, has engaged, or proposes to engage in
24 unfair competition may be enjoined in any court of competent
25 jurisdiction. The court may make such orders or judgments,
26 including the appointment of a receiver, as may be necessary to
27 prevent the use or employment by any person of any practice which
28 constitutes unfair competition, as defined in this chapter, or as may
be necessary to restore to any person in interest any money or
property, real or personal, which may have been acquired by means
of such unfair competition.

Cal. Bus. & Prof. Code § 17203.

 68. By the conduct alleged herein, Defendants have engaged and continue to engage in
business practices that violate California law, including but not limited to, the applicable I.W.C.

1 Wage Order(s), the California Code of Regulations, and the California Labor Code, including §§
2 201-204, 226, 226.7, 510, 512, 558, 1194, 1197, 1198, and 2802 thereof, for which this Court
3 should issue declaratory and other equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, as
4 may be necessary to prevent and remedy the conduct held to constitute unfair competition,
5 including restitution of wages and premium pay wrongfully withheld.

6 69. By the conduct alleged herein, Defendants' practices were and are unlawful and
7 unfair in that these practices have violated public policy, are immoral, unethical, oppressive,
8 unscrupulous or substantially injurious to employees, and are without valid justification or utility,
9 for which this Court should issue equitable and injunctive relief pursuant to Cal. Bus. & Prof. Code
10 § 17203, including restitution of wages and premium pay wrongfully withheld.

11 70. By the conduct alleged herein, Defendants' practices were and are deceptive and
12 fraudulent, in that Defendants' uniform policy and practices have failed to pay Plaintiff and the
13 Class Members straight-time and overtime wages at the lawful rate of pay for all time actually
14 worked, have failed to provide lawful meal breaks and to authorize and permit compliant paid rest
15 periods, have failed to pay wages earned each and every pay period, have failed to provide accurate
16 and compliant itemized wage statements, have failed to reimburse incurred business expenses, and
17 have failed to pay all wages owed upon separation of employment, as alleged herein, pursuant to
18 the applicable Cal. Lab. Code, and I.W.C. requirements in violation of Cal. Bus. & Prof. Code §
19 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to
20 Cal. Bus. & Prof. Code § 17203, including restitution of wages and premium pay wrongfully
21 withheld.

22 71. By the conduct alleged herein, Defendants' practices are also unlawful, unfair and
23 deceptive, in that Defendants' employment practices have caused Plaintiff and the Class Members
24 to be underpaid during their employment with Defendants.

25 72. By the conduct alleged herein, Defendants' practices are also unfair and deceptive,
26 in that Defendants' uniform policies, practices and procedures have failed to provide mandatory
27 meal breaks and/or to authorize and permit compliant rest periods to Plaintiff and the Class
28 Members.

1 73. By and through the unlawful and unfair business practices described herein,
2 Defendants have obtained valuable property, money and services from Plaintiff and the Class
3 Members, including earned wages for all straight-time and overtime worked and meal and rest
4 period premium wages, and have deprived them of valuable rights and benefits guaranteed by law
5 and contract, all to the detriment of these employees and to the benefit of Defendants, so as to
6 allow Defendants to unfairly compete against competitors who comply with the law.

7 74. All of the acts described herein as violations of, among other things, the I.W.C.
8 Wage Orders, the California Code of Regulations, and the Cal. Labor Code, are unlawful and in
9 violation of public policy, are immoral, unethical, oppressive and unscrupulous, are deceptive, and
10 thereby constitute unlawful, unfair, and/or deceptive business practices, in violation of Cal. Bus. &
11 Prof. Code § 17200, *et seq.*

12 75. Plaintiff and the Class Members are entitled to, and do, seek such relief as may be
13 necessary to restore to them the money and property that Defendants have acquired, or of which
14 Plaintiff and the Class Members have been deprived, by means of the above described unlawful
15 and unfair business practices, including earned but not limited to unpaid wages for all time worked.

16 76. Plaintiff and the Class Members are further entitled to, and do, seek a declaration
17 that the described business practices are unlawful, unfair and deceptive, and that injunctive relief
18 should be issued, restraining Defendants from engaging in any such unlawful and unfair business
19 practices in the future.

20 77. Plaintiff and the Class Members have no plain, speedy and/or adequate remedy at
21 law that will end the unlawful and unfair business practices of Defendants. Further, the practices
22 herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business
23 practices described herein, Plaintiff and the Class Members have suffered and will continue to
24 suffer irreparable legal and economic harm unless Defendants are restrained from continuing to
25 engage in these unlawful and unfair business practices.

26 78. Wherefore, Plaintiff and the other Class Members are entitled to equitable relief,
27 including restitution, attorney's fees and costs, declaratory relief, and a permanent injunction
28 enjoining Defendants from their unlawful and/or unfair activity.

EIGHTH CAUSE OF ACTION
Violation of the Private Attorneys General Act
[Cal. Bus. & Prof. Code §§ 2698, *et seq.*]
(By Plaintiff on behalf of all aggrieved employees against all Defendants)

79. Plaintiff and all aggrieved employees of all Defendants incorporate all the preceding paragraphs as though fully set forth herein.

80. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA claims cannot be subject to arbitration.

81. Plaintiff brings this Representative Action on behalf of the State of California with respect to herself and other hourly, non-exempt employees of Defendant in the State of California, County of San Diego and who are Class Members (the "Aggrieved Employees").

82. On June 14, 2021, Counsel for Plaintiff on behalf of Hart gave written notice by online filing to the LWDA and the employer via U.S. Certified Mail, Return-Receipt of the specific code provisions alleged to have been violated as required by Labor Code § 2699.3. (*See Exhibit 1*). The statutory waiting period to commence this action has expired. As a result, pursuant to § 2699.3, Plaintiff may now commence a representative civil action under PAGA pursuant to § 2699 as the proxy of the State of California with respect to all Aggrieved Employees as herein defined.

83. The policies, acts, and practices heretofore described were and are an unlawful business act or practice because of Defendant's failure to pay all straight-time and overtime wages owed at the lawful rate of pay for all work performed, failure to pay all wages due each and every pay period, failure to provide lawful duty-free meal breaks, failure to provide lawful duty-free rest periods, failure to reimburse all necessarily incurred business expenses, failure to provide accurate itemized wage statements, and failure to provide all wages owed upon separation of employment

1 and thereby gives rise to statutory penalties as a result of such conduct. Plaintiff hereby seeks
2 recovery of civil penalties as prescribed by PAGA as the representatives of the State of California
3 for the illegal conduct perpetrated on Plaintiff and the other Aggrieved Employees, against whom
4 one or more of the violations of the California Labor Code was committed.

5 **PRAYER FOR RELIEF**

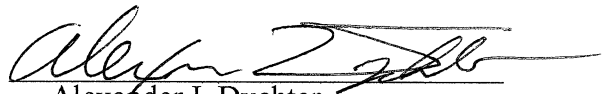
6 WHEREFORE, on behalf of herself and all others similarly situated, Plaintiff prays for
7 judgment against Defendants as follows:

- 8 A. An order certifying this case as a class action;
- 9 B. An order appointing Plaintiff as representative for the Class;
- 10 C. An order appointing Plaintiff's counsel as counsel for the Class;
- 11 D. Damages for unpaid straight-time and overtime wages;
- 12 E. Civil Penalties under Labor Code § 226(e);
- 13 F. Damages for unpaid premium pay owed for meal breaks that Defendants failed to
14 provide, pursuant to Labor Code § 226.7;
- 15 G. Damages for unpaid premium pay owed for rest periods that Defendants failed to
16 authorize and permit, pursuant to Labor Code § 226.7;
- 17 H. Reimbursement for expenditures and/or losses under Labor Code § 2802;
- 18 I. Damages for unpaid final wages, under Labor Code § 201 and/or § 202;
- 19 J. Penalty continuation wages, under Labor Code § 203;
- 20 K. Penalties for failing to produce timely wage statements upon written request, under
21 Labor Code § 226;
- 22 L. Restitution for unpaid wages, under Cal. Bus. & Prof. Code § 17203;
- 23 M. Injunctive relief, under Labor Code § 226(h) and Cal. Bus. & Prof. Code § 17200, *et*
24 *seq.*, requiring that Defendants provide compliant, itemized wage statements and
25 cease and desist from their other unlawful and/or unfair employment practices;
- 26 N. Recovery of civil penalties as prescribed by PAGA;
- 27 O. An award of penalties, attorneys' fees, and costs of suit pursuant to Labor Code §
28 2699(g);

- 1 P. Pre-judgment and post-judgment interest at the maximum legal rate;
2 Q. Reasonable attorneys' fees;
3 R. Costs of suit; and,
4 S. Such other relief as the Court may deem just and proper.
5

6 Dated: August 19, 2021

DYCHTER LAW OFFICES, APC

7
8 By: 
9 Alexander I. Dychter
Attorneys for Plaintiff Hart

10 **DEMAND FOR JURY TRIAL**

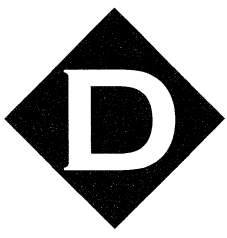
11 Plaintiff demands a trial by jury for herself and the Class on all claims so triable.
12

13 Dated: August 19, 2021

DYCHTER LAW OFFICES, APC

14
15 By: 
16 Alexander I. Dychter
Attorneys for Plaintiff Hart
17
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19
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21
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23
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27
28

EXHIBIT 1



**DYCHTER
LAW OFFICES**
A PROFESSIONAL CORPORATION

180 BROADWAY, SUITE 1835, SAN DIEGO, CALIFORNIA 92101
TEL 619.487.0777 | FAX 619.330.1827

June 14, 2021

VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED
[7019 1640 0001 9438 0342]

ALIKA LLC
Attn: John Chen
9200 Inwood Dr.
Santee, CA 92071

VIA ONLINE FILING ONLY
California Labor & Workforce Development Agency ("LWDA")

Re: Notice of Violation of California Labor Code Sections 201-204, 226, 226.7, 510, 512, 1194, 1197, 2802; Industrial Welfare Commission Wage Orders, And Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam,

Our office represents Plaintiff Destinee Hart (the "Plaintiff" or "Hart"), and other aggrieved employees in a class action lawsuit against ALIKA LLC *doing business as* Carlton Oaks Golf Club ("Defendant" or "ALIKA"), a California Limited Liability Corporation. Plaintiff and other employees were employed as hourly, non-exempt employees in the State of California, County of San Diego. Defendant has failed to pay all owed straight-time and overtime wages at the lawful rate of pay for all work performed, failed to provide lawful duty-free meal breaks, failed to provide lawful duty-free rest periods, failed to reimburse all necessarily incurred business expenses, failed to pay wages on at least a weekly basis, failed to pay all wages owed every pay period, failed to provide accurate itemized wage statements, and failed to pay all wages owed upon separation of employment in violation of the California Labor Code, and are therefore actionable under California Labor Code Section 2699.3.

A true and correct copy of the Complaint filed by Plaintiff on June 11, 2021 in the Superior Court of California – County of San Diego (*Case No. 37-2021-00025651-CU-OE-CTL*) is attached hereto as **Exhibit 1**, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiff, (iv) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, and (v) sets forth the illegal practices used by Defendant. This information provides notice to the Labor and Workforce Development Agency ("LWDA") of the facts and theories supporting the alleged violations for the agency's reference. Plaintiff therefore incorporates the allegations of the attached Complaint (**Exhibit 1**) into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask. Attachment of **Exhibit 1** herein is **NOT** meant to act as "service" of the Complaint on Defendant ALIKA LLC. Service of the attached **Exhibit 1** will be conducted by Plaintiff on Defendant in the near future.

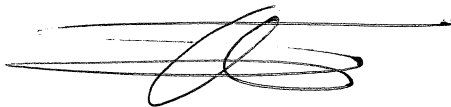
NOTE: The attached Complaint as **Exhibit 1** is **NOT** meant to act as "service" on Defendant.

This notice is provided to enable the Plaintiff to proceed with the Complaint filed in the Superior Court of California – County of San Diego on June 14, 2021, against ALIKA LLC as authorized by California Labor Code Section 2699, *et seq.* The pending class action lawsuit consists of a class of other aggrieved hourly, non-exempt employees who worked for ALIKA LLC dba Carlton Oaks Golf Club in California. As class counsel, our intention is to vigorously prosecute the class-wide claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorneys General Statute of 2004 on behalf of Plaintiff and all aggrieved Class Members.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully Submitted,

DYCHTER LAW OFFICES, APC

A handwritten signature in dark ink, appearing to read 'Alexander I. Dychter', with a stylized flourish at the end.

Alexander I. Dychter, Esq.
Attorneys for Plaintiff
Destinee Hart

encl: **Exhibit 1** = conformed copy of Complaint filed on 6/11/2021

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Alexander Dychter](#)
Subject: Thank you for submission of your PAGA Case.
Date: Monday, June 14, 2021 12:32:14 PM

6/14/2021

LWDA Case No. LWDA-CM-834862-21
Law Firm : Dychter Law Offices, APC
Plaintiff Name : Destinee Hart
Employer: ALIKA LLC dba Carlton Oaks Golf Club
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Alexander Dychter](#)
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation
Date: Monday, June 14, 2021 12:32:26 PM

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-834862-21

Order Number: ORD-000113869

Total:\$75.00

Card Type: Visa

Date: 6/14/2021

Billing Information

Name: Alexander Dychter

Email: alex@dychterlaw.com

Billing Address:

180 Broadway, Ste. 1835

San Diego, California

92101

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Extra Services & Fees (check box, add fee as appropriate)

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☐ Certified Mail Restricted Delivery \$ _____
☐ Adult Signature Required \$ _____
☐ Adult Signature Restricted Delivery \$ _____

Postage

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Total Postage and Fees

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Sent To

ALIKA LLC ATTN: JOHN CHEN

Street and Apt. No., or PO Box No.

9200 INWOOD DR.

City, State, ZIP+4®

SANTEE, CA 92071

Postmark
Here

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7019 1640 0001 9438 0342
0497 6702

1 Destinee Hart v. Alika LLC dba Carlton Oaks Golf Club
2 Superior Court of California, County of San Diego
(Case No. 37-2021-00025651-CU-OE-CTL)

3
4 **PROOF OF SERVICE**

5 **STATE OF CALIFORNIA, COUNTY OF SAN DIEGO**

6 I, the undersigned, am over the age of 18 years and not a party to this action. My
7 business address is 180 Broadway, Suite 1835, San Diego, California 92101.

8 On the date of execution hereof, I caused to be served the following attached document:

9 **FIRST AMENDED COMPLAINT**

10 on the interested parties in this action, addressed as follows:

11
12 **ASOP for Defendant Alika LLC:**

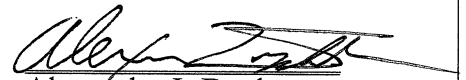
13 Alika LLC dba Carlton Oaks Golf Club
14 c/o Mr. John Chen
15 9200 Inwood Dr.
Santee, CA 92071

16 Using the following service method(s):

17 **[XX] BY REGULAR U.S. MAIL:** I placed for deposit at USPS drop box this same day,
18 following ordinary business practices.

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

21 Executed on August 19, 2021, at San Diego, California.

22 
23 Alexander I. Dychter