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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

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7 on behalf of herself, the State of California, and others similarly
situated and aggrieved

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **IN AND FOR THE COUNTY OF SAN BERNARDINO**

10
11 AMANDA GILBERT on behalf of herself, the
State of California, and others similarly
12 situated and aggrieved,

13 Plaintiff,

14
15 vs.

16 PIRATE COVE MANAGEMENT, LLC a
California limited liability company; and
17 DOES 1 to 100, inclusive,

18 Defendants.
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Case No. **CIV SB 22 12283**

**PLAINTIFF'S REPRESENTATIVE
COMPLAINT FOR VIOLATION OF THE
PRIVATE ATTORNEYS GENERAL ACT,
CAL. LABOR CODE SECTIONS 2698, et
seq.**

1 Plaintiff AMANDA GILBERT (“PLAINTIFF” or “PLAINTIFF GILBERT”), an individual
2 on behalf of herself, the State of California, and all other Aggrieved Employees (as defined below),
3 hereby files this Complaint against Defendants PIRATE COVE MANAGEMENT, LLC a
4 California limited liability company; and DOES 1 to 100, inclusive, (collectively referred to herein
5 as “DEFENDANTS”). PLAINTIFF is informed and believes, and on the basis of that information
6 and belief, alleges as follows:

7 **INTRODUCTION**

8 1. This is a representative action filed by PLAINTIFF on behalf of herself, other
9 similarly Aggrieved Employees and the State of California against DEFENDANTS, pursuant to
10 California’s Private Attorney General Act, Labor Code section 2698 *et. seq.* (“PAGA”), to recover
11 civil penalties (75% payable to the Labor and Workforce Development Agency and 25% payable to
12 Aggrieved Employees) for DEFENDANTS’ violations of the California Labor Code as alleged
13 below.

14 **JURISDICTION AND VENUE**

15 2. This Court has jurisdiction over PLAINTIFF’s claims for penalties pursuant to
16 California statutes, including but not limited to the PAGA, and decisional law and regulations.

17 3. Venue is proper in this judicial district and the County of San Bernardino pursuant
18 to California Code of Civil Procedure section 395.5 because DEFENDANTS employed
19 PLAINTIFF at one or more of their facilities located in the County of San Bernardino, and some of
20 the acts, omissions, and conduct alleged by PLAINTIFF herein occurred in judicial district.
21 *Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a
22 PAGA action is proper in any county where the defendants committed Labor Code violations against
23 some of its employees).

24 **THE PARTIES**

25 3. DEFENDANTS are California limited liability companies that, at all relevant times,
26 were authorized to do business within the State of California and are doing business in the State of
27 California.

1 4. DEFENDANTS and their managing agents own, operate, or otherwise manage
2 vacation resort destinations(s) in California that offer several amenities including but not limited to
3 waterfront cabins, overnight rentals, RV rentals, boat rentals, on-site restaurants, bars, water
4 playgrounds and more. DEFENDANTS and their managing agents own, operate, or otherwise
5 manage at least one vacation resort destination in Needles, California in the County of San
6 Bernardino.

7 5. PLAINTIFF GILBERT is, and at all relevant times, was an individual domiciled in
8 the State of California and a citizen of the State of California who worked as a full-time non-exempt
9 employee for DEFENDANTS in the State of California.

10 6. PLAINTIFF GILBERT was employed by DEFENDANTS as a full-time non-exempt
11 employee as a registration agent/reservation agent (or similar title) from in or around May 2021
12 through in or around August 2021.

13 7. The true names and capacities of the DOE DEFENDANTS sued herein as DOES 1
14 through 100, inclusive, are currently unknown to PLAINTIFF, who therefore sues each such
15 DEFENDANTS by said fictitious names. Each of the DEFENDANTS designated herein as a DOE
16 is legally responsible for the unlawful acts alleged herein. PLAINTIFF will seek leave of Court to
17 amend this Complaint to reflect the true names and capacities of the DOE DEFENDANTS when
18 such identities become known.

19 8. PLAINTIFF is further informed and believes that, at all relevant times, each
20 defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
21 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
22 predecessor in interest of some or all of the other DEFENDANTS, and was engaged with some or
23 all of the other DEFENDANTS in a joint enterprise for profit, and bore such other relationships to
some or all of the other DEFENDANTS so as to be liable for their conduct with respect to the
matters alleged in this Complaint. PLAINTIFF is further informed and believes and thereon alleges
that each defendant acted pursuant to and within the scope of the relationships alleged above, and
that at all relevant times, each defendant knew or should have known about, authorized, ratified,

1 adopted, approved, controlled, aided and abetted the conduct of all other DEFENDANTS.

2 9. At all relevant times, DEFENDANTS were and are legally responsible for all
3 unlawful conduct, policies, practices, acts and omissions complained of herein. Further,
4 DEFENDANTS are responsible for each of the unlawful acts or omissions complained of herein
5 under the doctrine of respondent superior. The conduct of DEFENDANTS' managers and
6 supervisors was at all relevant times undertaken as employees of DEFENDANTS, acting within the
scope of their employment or authority in all of the unlawful activities described herein.

7 **PAGA ALLEGATIONS**

8 10. PLAINTIFF brings this action under the PAGA, as a representative action on behalf
9 of herself, the State of California and Aggrieved Employees, regarding violations of the California
Labor Code as set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include:

10 All current and former non-exempt employees employed by
11 DEFENDANTS in California at any time from March 24, 2021, through
12 the present ("PAGA Period").

13 11. PLAINTIFF is an "aggrieved employee," as that term is defined under Labor Code
14 section 2699(c), as she was employed by DEFENDANTS during the applicable statutory limitations
15 period and suffered one or more of the Labor Code violations set forth herein. Accordingly,
16 PLAINTIFF seeks to recover on behalf of herself, the State of California, and all other Aggrieved
17 Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.
18 PLAINTIFF has standing to bring a PAGA cause of action on behalf of the State and all Aggrieved
19 Employees, as she was jointly employed by DEFENDANTS and is thereby affected by one or more
20 of the alleged violations. *See Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th
745, 757. A PAGA plaintiff has authority to seek penalties for all known violations committed by
the employer – regardless of whether Plaintiff experienced all violations personally. *Id.* at 760-761.

21 **COMPLIANCE WITH PAGA'S NOTIFICATION REQUIREMENTS**

22 12. On November 12, 2021, PLAINTIFF GILBERT gave written notice by online filing
with the California Labor and Workforce Development Agency ("LWDA") informing it that

1 DEFENDANTS failed to comply with California's labor laws with regard to the allegations alleged
2 in this Complaint ("PAGA Letter").

3 13. On March 24, 2022, PLAINTIFF GILBERT, gave a written amended notice by
4 online filing with the LWDA informing it of additional California labor laws that DEFENDANTS
5 failed to comply ("Amended PAGA Letter").

6 14. The PAGA Letter and Amended PAGA Letter were sent to DEFENDANTS via
7 certified mail and outlined PLAINTIFF's claims for violations of the California Labor Code and the
8 applicable wage orders on behalf of herself, the State of California and other Aggrieved Employees.

9 15. The LWDA did not provide notice of its intention to investigate DEFENDANTS'
10 violations after expiration of the 65-day waiting time period, or at any time. PLAINTIFF has
11 exhausted the administrative remedies as required by Labor Code section 2699.3. Consequently,
12 PLAINTIFF's right to file the instant lawsuit has duly accrued.

13 16. PLAINTIFF seeks to recover the PAGA civil penalties through a representative
14 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
15 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

16 FACTUAL ALLEGATIONS

17 17. During the PAGA Period, PLAINTIFF and the Aggrieved Employees were
18 employed by DEFENDANTS in the State of California. DEFENDANTS, at all times, exercised
19 control over PLAINTIFF and each of the Aggrieved Employees, and suffered and/or permitted them
20 to work.

21 18. PLAINTIFF was employed by DEFENDANTS in a non-exempt position during the
22 relevant period and was subject to one or more of the Labor Code violations alleged herein.
23 PLAINTIFF worked as a registration agent/reservation agent (or similar title) at one of
DEFENDANTS' locations and typically worked shifts that lasted over eight (8) hours per day, at
least (5) days per week. PLAINTIFF was paid on an hourly basis.

19 19. **Meal Periods.** PLAINTIFF and other Aggrieved Employees regularly worked shifts
20 of five and one half (5 ½) hours or more and were entitled to at least one thirty-minute uninterrupted

1 meal break. PLAINTIFF and other Aggrieved Employees also worked shifts longer than ten (10)
2 hours and were entitled to a second meal period. However, PLAINTIFF and other Aggrieved
3 Employees did not receive legally compliant first and second thirty-minute meal periods.

4 20. PLAINTIFF and Aggrieved Employees were consistently unable to take timely, off
5 duty, thirty-minute, uninterrupted meal periods, often being forced to take late meal periods,
6 interrupted meal periods and/or work through part or all their meal periods due to the nature and
7 constraints of their job duties, understaffing, and/or commentary from supervisors pressuring them
8 to take non-compliant meal breaks and/or skip meal breaks completely. For example, PLAINTIFF
9 was frequently unable to take a timely meal period due to her assigned workload and/or her need to
10 assist guests. As such, PLAINTIFF often took her meal period after working more than five hours
11 (ie. a late meal period).

12 21. Based on information and belief, Aggrieved Employees were also consistently
13 suffered and permitted to take meal periods past the fifth hour of work and/or had their meal periods
14 interrupted and/or cut short due to their need to assist customers/guests, complete assigned job
15 duties, understaffing and/or commentary from supervisors pressuring them to take non-compliant
16 meal breaks and/or skip meal breaks completely. Based on further information and belief,
17 DEFENDANTS implemented policies and/or practices that failed to relieve Aggrieved Employees
18 of all duties and DEFENDANTS' control during unpaid meal periods.

19 22. Moreover, PLAINTIFF and other Aggrieved Employees who worked shifts of more
20 than ten hours did not receive a second legally compliant thirty (30) minute second meal period
21 before the end of the tenth hour of work. For example, DEFENDANTS failed to provide
22 PLAINTIFF with a timely, uninterrupted second meal period before the end of the tenth hour on
23 shifts lasting longer than ten (10) hours. In fact, PLAINTIFF was not provided with any form of a
second meal period. DEFENDANTS only provided a single meal period per shift, regardless of the
number of hours worked, and that single meal period was non-compliant.

24 23. Based on information and belief, despite failing to provide lawful meal periods,
25 DEFENDANTS implemented a policy and/or practice of rounding and automatically deducting at

1 least thirty minutes per shift for these missed/unlawful meal periods, despite having actual and/or
2 constructive knowledge that PLAINTIFF and other Aggrieved Employees did not receive compliant
3 meal periods. Moreover, DEFENDANTS frequently manipulated time records for Aggrieved
4 Employees so that meal periods appeared as though they were timely provided even when a timely,
uninterrupted 30-minute meal period was not provided.

5 24. Based on further information and belief, DEFENDANTS had actual and/or
6 constructive knowledge that its policies and/or practices resulted in the denial of uninterrupted meal
7 periods owed to PLAINTIFF and other Aggrieved Employees, in violation of California's meal
8 period laws.

9 25. DEFENDANTS also failed to keep accurate records of the start and end times of
10 PLAINTIFF's and Aggrieved Employees' meal periods. Based on further information and belief,
11 DEFENDANTS illegally rounded the start and end times of meal periods resulting in PLAINTIFF
12 and other Aggrieved Employees not being paid for all time worked as well as late and/or shortened
13 meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58. Based on further
14 information and belief, DEFENDANTS' time keeping system inaccurately recorded the true start
15 and end times of PLAINTIFF's and other Aggrieved Employees' meal periods, yet DEFENDANTS
systematically deducted thirty (30) minutes per shift irrespective of whether a full thirty (30) minute
meal period was provided.

16 26. Based on further information and belief, DEFENDANTS did not have a written meal
17 period policy, nor did DEFENDANTS have any sort of compliant policy in practice. Liability for
18 the Aggrieved Employees can be established by evidence that an employer adopted a uniform
19 corporate break policy that failed to give full effect to California law and the applicable Wage Order
20 requirements. The fact that employees may legally waive meal periods does not affect this result.
Brinker, supra, 53 Cal.4th 1004.

21 27. PLAINTIFF is further informed and believes and thereon alleges that
22 DEFENDANTS had actual and/or constructive knowledge that their time-rounding and auto-
deduction policies and practices resulted in the denial of meal periods owed to PLAINTIFF and

1 other Aggrieved Employees, in violation of California's meal period laws.

2 28. Despite failing to provide lawful meal periods, DEFENDANTS failed to pay
3 PLAINTIFF and other Aggrieved Employees, an additional hour of wages at their respective regular
4 rates of compensation for each workday a proper meal period was not provided. DEFENDANTS
5 either failed to pay a meal period premium at all for each workday a proper meal period was not
6 provided and/or failed to pay the proper meal period premium for failure to incorporate all non-
7 discretionary remuneration, including but not limited to, shift differential pay, bonuses, and/or other
8 non-discretionary compensation into the regular rate of compensation for purposes of calculating
the owed meal period premium.

9 29. **Rest Periods.** DEFENDANTS did not properly authorize and provide PLAINTIFF
10 and other Aggrieved Employees with legally compliant rest periods at a rate of every four (4) hours
11 worked or major fraction thereof, that insofar as practicable, are provided in the middle of the work
period, as required by law.

12 30. PLAINTIFF and other Aggrieved Employees were not adequately informed,
13 authorized, instructed about, nor permitted an opportunity to take proper rest periods per California
14 law. Based on information and belief, DEFENDANTS had no policy in place nor instruction as to
the taking of duty-free rest periods.

15 31. Any purported rest periods were consistently interrupted, cut short, on duty,
16 restricted to premises, and/or late due to understaffing, the nature and constraints of PLAINTIFF's
17 and other Aggrieved Employees' job duties, including but not limited to their need to assist
18 customers/guests, and/or due to commentary from supervisors pressuring them to skip rest breaks
completely or otherwise take non-compliant rest periods.

19 32. Based on information and belief, DEFENDANTS implemented policies and/or
20 practices that failed to relieve PLAINTIFF and other Aggrieved Employees of all duties and
21 DEFENDANTS' control during rest periods. Moreover, PLAINTIFF and other Aggrieved
22 Employees were pressured to complete their work duties according to a designated schedule such
that rest breaks were only taken once jobs were completed/as time permitted. For example,

1 PLAINTIFF was frequently unable to take a timely ten-minute rest period and/or was required to
2 skip a rest period due to her need to assist incoming guests, assist customers/guests with boat rentals,
3 and/or complete other work duties.

4 33. Despite failing to provide lawful rest periods, DEFENDANTS failed to pay
5 PLAINTIFF and other Aggrieved Employees with an additional hour of pay at their regular rates of
6 compensation for each day a lawful rest period was not provided. Based on information and belief,
7 DEFENDANTS either failed to pay a rest period premium at all for each workday a proper rest
8 period was not provided and/or failed to pay the proper rest period premium for failure to incorporate
9 all non-discretionary remuneration, including but not limited to, shift differential pay, bonuses,
and/or other non-discretionary compensation into the regular rate of compensation for purposes of
calculating the owed rest period premium.

10 34. By failing to provide rest periods for every four (4) hours or major fraction thereof,
11 and by failing to provide compensation for these missed or unlawful rest periods, DEFENDANTS
12 willfully violated the provisions of Labor Code section 226.7.

13 35. **Failure to Provide Suitable Resting Facilities.** DEFENDANTS failed to provide
14 PLAINTIFF and other Aggrieved Employees with suitable resting facilities during their hours of
15 work, particularly during meal and/or rest periods. Moreover, DEFENDANTS did not inform
16 PLAINTIFF and other Aggrieved Employees of their right to suitable resting facilities under
California law.

17 36. Based on information and belief, DEFENDANTS could have provided Aggrieved
18 Employees with a suitable resting facility within the resort office, restaurant(s), bar(s), and/or other
19 work facilities with reasonable or no modification, but instead denied and continues to deny,
20 employees with suitable areas to rest (e.g. a breakroom) in violation of section 13 of all applicable
Wage Orders.

21 37. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
22 PLAINTIFF and other Aggrieved Employees for all hours worked, including all owed minimum
and overtime wages. As explained above, PLAINTIFF and the Aggrieved Employees were

1 consistently unable to take off duty, thirty-minute, uninterrupted meal periods. On information and
2 belief, DEFENDANTS implemented a policy and/or practice of automatically deducting at least
3 thirty minutes per shift for meal periods and/or requiring Aggrieved Employees to clock out for at
4 least thirty minutes per shift for meal periods, despite having actual and/or constructive knowledge
5 that the purported meal periods were short, not taken, interrupted, or not relieved of all duties and
6 employer control, depriving Aggrieved Employees of all wages owed.

7 38. Based on further information and belief, DEFENDANTS rounded the start and end
8 times of employee meal periods and shift start and end times resulting in PLAINTIFF and other
9 Aggrieved Employees not being paid for all time worked.

10 39. PLAINTIFF alleges on information and belief that DEFENDANTS implemented a
11 time-rounding system that as applied systematically deprived PLAINTIFF and other Aggrieved
12 Employees of compensable time because the time-rounding system implemented by
13 DEFENDANTS would almost always, if not always, result in understating actual compensable work
14 time. DEFENDANTS' failure to pay for all time worked by virtue of its time-rounding practices
15 resulted in the underpayment of minimum wages owed to PLAINTIFF and Aggrieved Employees
16 as well as unpaid overtime wages for those Aggrieved Employees that worked more than eight (8)
17 hours in a day and/or forty hours in a week.

18 40. Based on information and belief, DEFENDANTS had and continue to have a
19 continuous policy of paying PLAINTIFF and other Aggrieved Employees for scheduled hours,
20 rather than actual hours worked due to DEFENDANTS' mandated off-the-clock work policies and
21 practices. Based on information and belief, DEFENDANTS required Aggrieved Employees to
22 perform off-the-clock work including but not limited to pre-shift and post-shift off-the-clock work.
23 For example, at times PLAINTIFF was instructed by her supervisor to clock out of work at the end
of her scheduled shift but was required to continue working off-the-clock in order to complete her
assigned job duties for the day, including but not limited to counting out her register drawer and/or
completing customer registrations or rentals. At other times, PLAINTIFF also performed off-the-
clock work when required to assist a customer prior to clocking in to work (either at the beginning

1 of a shift or from a meal period), or after clocking out of work (either at the end of a shift or for a
2 meal period). Based on information and belief, other Aggrieved Employees were also required to
3 complete off-the-clock work, either before a shift, after a shift, or otherwise outside of their
4 scheduled shift.

5 41. PLAINTIFF was also required to respond to work-related phone calls, text messages
6 and/or group messages on her days off and/or while off-the-clock. Time spent answering or
7 responding to work-related communications was not compensated. At other times, PLAINTIFF was
8 required to travel to DEFENDANTS' office in Lake Havasu, for several reasons including but not
9 limited to for purposes of picking up her uniform/additional shirts that DEFENDANTS required
10 PLAINTIFF to wear while working. Other Aggrieved Employees were also required to report to the
11 Lake Havasu office for various reasons, including but not limited to disciplinary meetings or other
12 work-related meetings. DEFENDANTS failed to compensate PLAINTIFF and other Aggrieved
13 Employees for the time spent traveling to and from the Lake Havasu office and/or time spent at the
14 Lake Havasu office as directed by DEFENDANTS.

15 42. Based on information and belief, DEFENDANTS failed to pay Aggrieved
16 Employees for time they were required to spend completing orientation, trainings, policy
17 questionnaires, drug testing, background checks and/or time spent completing the onboarding
18 process including but not limited to reviewing various documents and policies provided by
19 DEFENDANTS. Based on information and belief, this work time was completed off-the-clock and
20 was not compensated.

21 43. Based on information and belief, DEFENDANTS had actual and/or constructive
22 knowledge that its time-rounding policies/practices, auto-deduction policies/practices, failure to
23 provide off-duty meal periods, and other mandated off-the-clock work resulted in the underpayment
of minimum wages and overtime wages owed to PLAINTIFF and other Aggrieved Employees.

44. Based on information and belief, DEFENDANTS failed and continues to fail to pay
premium wage rate for hours worked beyond eight (8) hours in a day or beyond forty (40) hours in
a week. Based on further information and belief, DEFENDANTS failed to pay Aggrieved

1 Employees' twice their regular rate of pay for time worked beyond twelve (12) hours per workday
2 and for time worked beyond eight (8) hours on the seventh consecutive day of work in a work week,
3 in violation of California's overtime laws.

4 45. DEFENDANTS' automatic deduction policies and practices for meal periods, start
5 shift times and end times, pre-shift and post-shift off-the-clock work, and other off-the-clock work
6 (described above) resulted in the failure to account for all hours worked and thus the denial of
7 minimum wages as well as overtime wages owed to PLAINTIFF and Aggrieved Employees who
8 worked more than (8) hours in a day or more than forty (40) hours in a week.

9 46. Based on further information and belief, DEFENDANTS failed to properly blend
10 multiple rates of regular pay in calculating the owed overtime rate(s), resulting in the miscalculation
11 and underpayment of overtime wages owed to Aggrieved Employees.

12 47. Based on further information and belief, DEFENDANTS also failed to pay the
13 correct overtime rate to Aggrieved Employees due to DEFENDANTS' failure to incorporate all
14 non-discretionary remuneration, including but not limited to, shift differential pay, bonus pay,
15 and/or other non-discretionary pay into the regular pay rate(s) of pay used to calculate the owed
16 overtime rate(s), resulting in the miscalculation and underpayment of overtime wages owed to
17 Aggrieved Employees.

18 48. **Inaccurate Records.** Based on the above-described unlawful policies and practices,
19 DEFENDANTS failed and continue to fail, to keep accurate and complete payroll records as
20 required by Labor Code section 1174, 1198, 1199, and section 7 of all applicable Wage Orders.
21 DEFENDANTS failed, and continue to fail, to keep accurate and complete payroll records as
22 required by law, including but not limited to the following records: total daily hours worked,
23 applicable rates of pay, time records showing when PLAINTIFF and other Aggrieved Employees
began and ended each work period, time records of meal periods, and accurate itemized wage
statements.

49. DEFENDANTS have failed and continue to fail to keep accurate and complete
records showing total hours worked by virtue of DEFENDANTS' time rounding, automatic meal

1 break deductions, failure to relieve PLAINTIFF and Aggrieved Employees of all duties and
2 employer control during unpaid meal periods, failure to record the true start and end times of meal
3 periods, shift start times and shift end times, and other off-the-clock work policies and practices
4 described herein.

5 **50. Failure to Produce Records.** Based on information and belief, DEFENDANTS
6 failed and continue to fail to produce or make available a current or former employee's personnel
7 records and/or payroll records when requested pursuant to Labor Code sections 226, 1198.5, 432,
8 and/or the applicable Wage Order. For example, PLAINTIFF sent a request for payroll and
9 personnel records to DEFENDANTS. Based on information and belief, DEFENDANTS failed to
10 produce complete records or failed to produce any records at all within the time periods delineated
11 by California labor law. Based on information and belief, DEFENDANTS failed and continue to
12 fail to timely produce complete payroll and personnel records when requested by other Aggrieved
Employees, resulting in violations of Labor Code sections 226(b)-(c), 1198.5, and 432 and the
applicable Wage Order.

13 **51. Failure to Provide Suitable Seating.** Based on information and belief,
14 DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees with suitable
15 seating, and when such employees were not engaged in duties which required them to stand, no
seating was placed in reasonable proximity to their workstations.

16 **52.** Moreover, based on information and belief, the nature of the work reasonably
17 permitted the use of seats for at least part of the time that PLAINTIFF and Aggrieved Employees
18 were working. Lastly, there were periods of time when PLAINTIFF and other Aggrieved Employees
19 were not engaged in active duties of their employment, yet there were no suitable seats in reasonable
proximity to the work area and use of seats would not interfere with the performance of their duties.

20 **53.** DEFENDANTS' Aggrieved Employees worked in various positions. The nature of
21 PLAINTIFF's and other Aggrieved Employees' work reasonably permitted the use of seats.
22 However, DEFENDANTS failed to provide suitable seating in reasonable proximity to Aggrieved
Employees' work areas in violation of section 14(A-B) of all applicable Wage Orders, and Labor

1 Code sections 1198.

2 54. **Standard Conditions of Labor violations.** DEFENDANTS' unlawful policies and
3 practices described herein also resulted in violations of Labor Code Sections 1198 and 1199, which
4 together, make it unlawful to employ individuals under conditions that are prohibited by the Wage
5 Orders or any provision within Part 4, Chapter 1 of the Labor Code, including section 1174, 1197,
6 and 1198, or order or ruling of the commission.

7 55. Therefore, DEFENDANTS' violations with respect to meal periods, rest periods,
8 recordkeeping provisions, minimum wages, overtime wages, suitable seating, suitable resting
9 facilities, and business expenses result in separate violations of sections 1198 and 1199.

10 56. **Refusal to Make Payment.** DEFENDANTS violated and continue to violate Labor
11 Code section 216 by failing to pay PLAINTIFF and Aggrieved Employees for all hours worked at
12 the proper wage rate and by failing to pay PLAINTIFF and Aggrieved Employees an additional
13 hour of pay for each meal/rest period not provided or that was otherwise unlawful. *Gould v.*
14 *Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

15 57. **Statutory Wage Violations.** As described above, DEFENDANTS willfully and
16 systematically denied PLAINTIFF and other Aggrieved Employees minimum and overtime wages
17 for all hours worked which resulted in the payment of less than the statutorily required wages owed
18 to them. DEFENDANTS acted with the intent to deprive them of statutory wages, including, but
19 not limited to, overtime wages and minimum wages, to which they were entitled to under California
20 law. Thus, DEFENDANTS violated Labor Code section 223 by paying PLAINTIFF and other
21 Aggrieved Employees lower wages than those they were entitled to while purporting that
22 PLAINTIFF and other Aggrieved Employees were properly paid.

23 58. **Unreimbursed Business Expenses.** DEFENDANTS also failed to compensate
24 PLAINTIFF and Aggrieved Employees for business-related expenses incurred in direct
25 consequence of the discharge of their duties or of their obedience to the directions of the employer.

26 59. At all relevant times, DEFENDANTS shifted the cost of doing business onto
27 PLAINTIFF and Aggrieved Employees by requiring them to pay for DEFENDANTS' business

1 expenses, including but not limited to, use of their personal mobile phone and data plan usage and
2 charges. For example, at times DEFENDANTS' printer/scanner was not properly working and
3 PLAINTIFF was required to use her personal phone to take pictures of work-related documents that
4 were then emailed to DEFENDANTS. DEFENDANTS also required PLAINTIFF to use her
5 personal phone to respond to work related phone calls, individual text messages, and group text
6 messages using her personal phone. Based on information and belief, other Aggrieved Employees
7 were required to use their personal cell phone for work-related purposes/communications.

8 60. DEFENDANTS also required Aggrieved Employees to purchase and/or maintain
9 uniforms. DEFENDANTS required Aggrieved Employees to purchase uniforms that were specific
10 to their department/ location. For example, PLAINTIFF was required to wear a red blouse which
11 she was required to pick up from DEFENDANTS' office in Lake Havasu. DEFENDANTS required
12 Aggrieved Employees to wear a different uniform based on their designated department. For
13 example, those working in the bars and restaurants wore a different uniform that included
14 DEFENDANTS' logo on the shirt. DEFENDANTS required Aggrieved Employees to purchase and
15 maintain these uniforms.

16 61. Based on information and belief, DEFENDANTS also required Aggrieved
17 Employees to travel from one of DEFENDANTS' locations to another. For example, based on
18 information and belief, DEFENDANTS required Aggrieved Employees to use their personal vehicle
19 to travel between DEFENDANTS' location in Needles, California to DEFENDANTS' location in
20 Lake Havasu, a drive of approximately 50 minutes. PLAINTIFF and other Aggrieved Employees
21 were not compensated for the use of their personal vehicle for work related purposes.

22 62. As such, PLAINTIFF and other Aggrieved Employees were improperly required to
23 pay for business expenses that are supposed to be DEFENDANTS' responsibility.

63. DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees with
full reimbursement for all reasonable expenses associated with carrying out their duties, including
but not limited to use of a personal cell phone, personal vehicle, and/or the cost/maintenance of
uniforms. As such, DEFENDANTS required that PLAINTIFF and Aggrieved Employees subsidize

1 and/or carry the burden of business expenses in violation of Labor Code section 2802.

2 64. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
3 provide accurate wage statements that complied with Labor Code section 226. DEFENDANTS
4 provided PLAINTIFF and other Aggrieved Employees with wage statements that failed to indicate
5 the earned gross and net wages earned during the pay period, the correct applicable rates of pay for
6 all hours worked, and the total hours worked (by virtue of the automatic deduction for meal periods,
7 time-rounding policies and practices, and other off-the clock work policies and practices, and failure
8 to pay meal and rest break premiums, all described in greater detail *supra*), which results in a
9 violation of Labor Code section 226.

10 65. Separately, and independent of the above allegations, based on information and
11 belief, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees that
12 further violate Labor Code section 226(a), by among other things, failing to list the correct name
13 and/or address of the legal entity that is the employer.

14 66. These violations subject DEFENDANTS to civil penalties under Labor Code section
15 226.

16 67. **Sick Leave.** Throughout the relevant time period, DEFENDANTS either failed to
17 provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate
18 of pay owed to PLAINTIFF and other Aggrieved Employees by failing to base the accrued sick
19 leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction
20 policies and practices for meal periods and shift start and end times, or other required off-the-clock
21 work described herein) and by failing to incorporate multiple rates of pay and/or all non-
22 discretionary remuneration, including but not limited to, non-discretionary shift differential pay and
23 bonuses, and/or other non-discretionary compensation into the sick leave pay rate calculation.

24 68. Upon information and belief, DEFENDANTS further failed to place PLAINTIFF
25 and Aggrieved Employees on notice of their paid sick leave rights – or thereby putting their
26 entitlement to sick leave in a Labor Code section 2810.5 notice. Additionally, DEFENDANTS failed
27 to provide notice of the correct sick leave amount balance available to PLAINTIFF and other

1 Aggrieved Employees on their wage statements or other written statement. Moreover, based on
2 information and belief, DEFENDANTS failed to maintain accurate records of used sick leave and
3 the balance of paid sick leave.

4 69. Throughout the relevant time period, DEFENDANTS failed to provide notice of the
5 balance of sick leave pay left for PLAINTIFF and all Aggrieved Employees, thus affecting their
6 intelligent exercise of their paid sick leave. But for this failure, PLAINTIFF and all Aggrieved
7 Employees would have used their paid sick leave at least prior to their respective separations, for as
8 on several occasions thereafter, he or she would have been entitled to use the banked sick leave and
earn appropriate compensation.

9 70. DEFENDANTS further failed and continue to fail to comply with Labor Code
10 section 246, by failing to provide PLAINTIFF and all Aggrieved Employees with a Labor Code
11 section 226 wage statement, or separate writing containing the amount of paid sick leave available,
or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

12 71. As such, DEFENDANTS have violated California's paid sick leave laws and
13 unlawfully retained and continue to retain paid sick leave that should have been paid and was not as
14 a result of DEFENDANTS' failure to properly institute a lawful paid sick leave program. These
unlawful practices and policies violate Labor Code sections 245-248.5.

15 72. **Failure To Provide Supplemental Paid Sick Leave.** Labor Code § 248.2 provides
16 that all employers with 26 or more employees are required to provide up to 80 hours for covered
17 employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care
18 for a family member or if it is vaccine-related. DEFENDANTS violated Labor Code § 248.2 by not
19 providing PLAINTIFF and other Aggrieved Employees with required 2021 COVID-19
Supplemental Paid Sick Leave.

20 73. **Violation of Labor Code Section 201.3.** Labor Code Section 201.3 mandates that
21 temporary service workers (workers with assignments consisting of 90 days or less) be paid no less
22 frequently than on a weekly basis for payment of wages to be considered timely. Based on
information and belief DEFENDANTS violated this code section by failing to pay Aggrieved

1 Employees that were employed on a temporary basis on a weekly basis as required under Labor
2 Code Section 201.3.

3 74. **Untimely Payment of Final Wages.** Based on information and belief,
4 DEFENDANTS failed to timely pay Aggrieved Employees all wages that were due and owing upon
5 termination or resignation. Based on information and belief, DEFENDANTS provide final wages
6 to Aggrieved Employees on the regular pay day without regard to the timing requirements of Labor
7 Code sections 201-202. Likewise, based on information and belief, DEFENDANTS fail to timely
8 pay all final wages owed to Aggrieved Employees upon termination or resignation of a temporary
9 or seasonal position.

10 75. Upon separation of employment, Aggrieved Employees' final paychecks were not
11 timely provided and/or were not timely provided with all owed vacation pay. For example,
12 DEFENDANTS did not provide PLAINTIFF with her final paycheck until well over three days after
13 her termination. Moreover, Aggrieved Employees' final paychecks, once provided, did not include
14 all wages owed as they were devoid of, including but not limited to, all owed minimum wages,
15 overtime wages, premium wages, vacation pay, and all owed sick leave and/or paid time off wages
16 at the properly accrued rates.

17 76. These violations subject DEFENDANTS to civil penalties under Labor Code section
18 203, 210, and/or 256.

19 **Unlawful Agreements-Unlawful Criminal History Inquiries.**

20 Unlawful Financial and Criminal Background Checks

21 77. Based on information and belief, DEFENDANTS required Aggrieved Employees to
22 agree in writing to unlawful conditions of employment including but not limited to unlawful
23 criminal and/or financial checks as a condition of obtaining and/or continuing employment in
violation of Labor Code section 432.5.

78. Based on information and belief, DEFENDANTS ordered unlawful financial credit
checks on Aggrieved Employees, in violation of Labor Code section 1024.5, and required Aggrieved
Employees to provide ongoing written consent to the unlawful credit checks as a condition of

1 employment, in violation of California and Federal law, which results in a further violation of Labor
2 Code section 432.5.

3 79. DEFENDANTS also required PLAINTIFF and Aggrieved Employees to submit
4 and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining
5 and/or holding employment in violation of the Investigative Consumer Reporting Agencies Act
6 (ICRAA- CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15 U.S.C.
section 1681, *et seq.*)

7 80. DEFENDANTS required PLAINTIFF and Aggrieved Employees to agree in writing
8 to a background check which failed to abide by the requirements set forth in CA Civil Code section
9 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by failing to provide
10 a clear and conspicuous disclosure, failing to provide disclosures free of extraneous information
11 (including but not limited to information relevant to consumers/applicants from other states), failing
12 to provide a lawful purpose for the background check, failing to provide a summary of rights under
13 the ICRAA and/or the FRCA, failing to provide a way by which the individual can request a copy
14 of the report, failing to disclose the name, address, and telephone number of the third party preparing
the report, and failing to properly obtain authorization or consent to such a background check, and
thus was an unlawful background check.

15 81. By requiring PLAINTIFF and other Aggrieved Employees to agree in writing to
16 unlawful criminal and/or financial checks not in conformance with the applicable laws,
DEFENDANTS violated Labor Code section 432.5.

17 82. Based on further information and belief, DEFENDANTS also required Aggrieved
18 Employees to agree in writing to provide ongoing consent to DEFENDANTS to conduct
19 background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA
20 and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by
requiring applicants and employees to agree to an unlawful provision as a condition of employment.

21 83. Based on further information and belief, DEFENDANTS knew that requiring
22 Aggrieved Employees to agree to unlawful criminal and/or financial background checks as a
23

1 condition of obtaining and/or holding employment was unlawful.

2 84. By requiring Aggrieved Employees to agree in writing to unlawful provisions as a
3 condition of employment, DEFENDANTS violated Labor Code section 432.5.

4 Unlawful Inquires into Criminal History

5 85. Labor Code section 432.7 prohibits an employer from asking applicants about past
6 arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on
7 information and belief, DEFENDANTS asked PLAINTIFF and other Aggrieved Employees about
8 arrests not resulting in convictions on its employment application, in violation of California law.

9 86. Upon information and belief, DEFENDANTS, in violation of California law,
10 including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act
11 (“FEHA”), asked PLAINTIFF and other Aggrieved Employees about convictions prior to extending
12 an offer of employment and/or otherwise impermissibly inquired into criminal history on its
13 employment application in violation of California law, and in violation of Labor code section 432.5.

14 87. As such, Aggrieved Employees continue to be subject to various unlawful provisions
15 as a condition of employment.

16 88. Each violation of each Labor Code section and Wage Order provision results in a
17 separate civil penalty for PLAINTIFF and each Aggrieved Employee.

18 **FIRST CAUSE OF ACTION**

19 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**

20 **2698, *ET SEQ.***

21 **(On behalf of Plaintiff, Aggrieved Employees, and the State of California against all**
22 **Defendants)**

23 89. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

Failure to Keep Accurate Records

90. California Labor Code § 1174 requires employers to keep “accurate and complete”
payroll records showing, among other things, the hours worked daily by all non-exempt employees.
All applicable Wage Orders § 7 similarly requires employers to keep time records reflecting the

1 times during which all owed meal periods were provided each day.

2 91. At all relevant times, DEFENDANTS failed, and continue to fail, to keep accurate
3 and complete records as required by law, including but not limited to the following records: total
4 daily hours worked, applicable rates of pay, time records showing when PLAINTIFF and other
5 Aggrieved Employees began and ended each work period, time records of meal periods, shift start
6 times and end times, and accurate itemized wage statements.

7 92. DEFENDANTS' failure to keep "accurate and complete" payroll records for
8 PLAINTIFF and other Aggrieved Employees violates Labor Code §§ 1174, 1198, 1199, and all
9 applicable Wage Orders, section 7. These violations subject DEFENDANTS to civil penalties
10 under Labor Code §§ 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section
11 and Wage Order provision results in a *separate* civil penalty, for each Aggrieved Employee for
12 each pay period during which the referenced statutes and Wage Order provisions were violated.¹

13 **Failure to Produce Records in Violation of Labor Code §§ 226(b)-(c), 1198.5, and 432**

14 93. Time and Pay Records: Labor Code section 226 and all applicable IWC Wage
15 Orders, section 7 require that employers keep the following information on file for each employee
16 for a minimum of three years: The employee's dates of employment; the employee's hourly rates
17 and the corresponding number of hours worked by the employee at each hourly rate, when the
18 employee begins and ends each work period (including meal periods) and split intervals; total hours
19 worked by the employee; all deductions; gross wages earned; and net wages earned.

20 94. Section (b) of Labor Code section 226 further requires employers to "afford current
21 and former employees the right to inspect or receive a copy of records pertaining to their
22 employment upon reasonable request to the employer." Section (c) of Labor Code section 226
23 provides that, "an employer who receives a written or oral request to inspect or receive a copy of

¹ Labor Code § 2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); Labor Code § 558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); All applicable wage orders, § 20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid") (emphasis added).

1 records pursuant to subdivision (b) pertaining to a current or former employee shall comply with
2 the request as soon as practicable, but no later than 21 calendar days from the date of the request.
3 A violation of this subdivision is an infraction.” An employer’s failure to comply within this
4 timeframe entitles a current or former employee to recover a seven hundred fifty-dollar (\$750)
5 penalty from the employer. Lab. Code section 226(f).

6 95. Personnel Records. In addition to their right to time and pay records, employees, and
7 their representatives, have the right to inspect and receive a copy of their personnel files pursuant
8 to Labor Code section 1198.5. This statute applies to both former and current employees. Labor
9 Code section 432 further specifies that employers must furnish copies of all employment records
10 bearing the employee’s signature. Labor Code section 1198.5 also requires that the file be made
11 available for inspection or receipt within a “reasonable” amount of time, but “not later than 30
12 calendar days from the date the employer receives a written request.” An employer’s failure to
13 comply within this timeframe likewise entitles a current or former employee to recover a seven
14 hundred fifty-dollar (\$750) penalty from the employer. Lab. Code section 1198.5(k).

15 96. Based on information and belief, DEFENDANTS fail to timely produce or make
16 available Aggrieved Employees’ personnel records and/or payroll records when requested pursuant
17 to Labor Code sections 226, 1198.5, 432, and/or the applicable Wage Order. These violations
18 subject DEFENDANTS to penalties under Labor Code sections 226, 1198.5, and 2699.

19 Meal Period Violations

20 97. California law requires employers to provide employees a duty-free, uninterrupted
21 thirty (30) minute meal period when an employee works more than five (5) hours in a workday,
22 and it must be provided within the first five (5) hours the employee works. Lab. Code section 512
23 (and all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004.

98. Employers must also provide employees with a second duty-free, uninterrupted thirty
(30) minute meal period when an employee works more than (10) hours in a workday, and it must
be provided before the end of the 10th hour of work. *Ibid.* Meal periods can be waived, but only

1 under the following circumstances: (1) if an employee's total work period in a day is over five (5)
2 hours but no more than six (6) hours, the required meal period may be waived by mutual consent
3 of the employer and employee; and (2) if an employee's total work period in a day is over ten (10)
4 hours but no more than twelve (12) hours, the required second meal period may be waived by
5 mutual consent of the employer and employee, but only if the first meal period was not waived.
6 *Ibid.* Upon information and belief, PLAINTIFF and other Aggrieved Employees did not sign a
valid meal period waiver throughout their employment by DEFENDANTS.

7 99. Employers covered by any and all applicable IWC Wage Orders have an obligation
8 to both (1) relieve their employees for at least one meal period for shifts over five hours (see above),
9 and (2) to record having done so. If the employer fails to properly record a valid meal period, it is
10 presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3)
11 ("Meal periods . . . shall also be recorded"); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing
12 section 7(A)(3) ("If an employer's records show no meal period for a given shift over five hours, a
rebuttable presumption arises that the employee was not relieved of duty and no meal period was
provided").

13 100. Employers must pay employees an additional hour of wages at the employees'
14 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
15 meal period, first meal period provided after five (5) hours, second meal period provided after 10
16 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) ("If an employer fails to
17 provide an employee a meal period in accordance with the applicable provision of this Order, the
18 employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation
for each workday that the meal period is not provided"); *Brinker, supra*, 53 Cal.4th 1004.

19 101. DEFENDANTS have a consistent policy and/or practice of not providing lawful
20 meal periods to PLAINTIFF and all Aggrieved Employees and/or providing compensation in lieu
21 thereof. As explained herein, PLAINTIFF and other Aggrieved Employees were consistently
22 unable to take timely, off duty, thirty-minute, uninterrupted first and second meal periods, often
being forced to take late meal periods, interrupted meal periods and/or work through part or all

1 their purported meal periods. Moreover, DEFENDANTS frequently manipulated time records of
2 the start and end times of PLAINTIFF's and Aggrieved Employees' meal periods and failed to
3 keep accurate records of meal period start and end times.

4 102. Based on information and belief, DEFENDANTS rounded the start and end times of
5 employees' meal periods and/or automatically deducted thirty minutes per shift despite having
6 actual and/or constructive knowledge that PLAINTIFF and other Aggrieved Employees did not
7 receive compliant meal periods.

8 103. DEFENDANTS also failed to pay premiums for missed/otherwise unlawful meal
9 periods in violation of California law or failed to pay the proper meal period premium for failure
10 to incorporate all non-discretionary remuneration including but not limited to, bonuses, shift
11 differential pay and/or other non-discretionary compensation into the regular rate of compensation
12 for purposes of calculating the owed meal period premium.

13 104. These unlawful meal period policies and practices result in violations of Labor Code
14 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject
15 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable
16 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §
17 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

18 **Rest Period Violations**

19 105. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
20 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
21 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
22 "insofar as practicable." In *Brinker v. Restaurant Corp.*, 53 Cal.4th 1004 (2012),
23 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for
shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up
to 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.*
at 1029). The rest period requirement obligates employers to permit and authorize employees to
take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish

1 control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5
2 Cal.5th 257. If the employer fails to provide any required rest period, the employer must pay the
3 employee one hour of pay at the employee's regular rate of compensation for each workday the
4 employer did not provide at least one legally required rest period, pursuant to Labor Code section
226.7, and applicable IWC Wage Order, §12(B).

5 106. As explained above, DEFENDANTS did not properly authorize and provide
6 PLAINTIFF and other Aggrieved Employees with legally compliant rest periods at a rate of every
7 four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the
8 middle of the work period, as required by law. Any purported rest periods were consistently
interrupted, cut short, on duty, restricted to premises and/or late.

9 107. Moreover, based on information and belief, DEFENDANTS failed to pay
10 PLAINTIFF and other Aggrieved Employees an additional hour of pay at PLAINTIFF's and other
11 Aggrieved Employees' regular rates of compensation for each missed or improper rest period.
12 DEFENDANTS also failed to pay the proper rest period premium for failure to incorporate all non-
13 discretionary remuneration including but not limited to, bonuses, shift differential pay, and/or other
14 non-discretionary compensation into the regular rate of compensation for purposes of calculating
the owed rest period premium.

15 108. As such, DEFENDANTS violated Labor Code sections 226.7, and 1198-1199, and
16 all applicable IWC Wage Orders, §12. These violations subject DEFENDANTS to civil penalties
under Labor Code §§ 558 and 2699, and all applicable Wage Orders, §20.

17 **Failure to Provide Suitable Resting Facilities**

18 109. Per section 13 of all applicable IWC Wage Orders, employees shall be provided with
19 suitable resting facilities. Section 13(B) of the Wage Orders provides: "Suitable resting facilities
20 shall be provided in an area separate from the toilet rooms and shall be available to employees
during work hours."

21 110. DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees with
22 suitable resting facilities during their hours of work, particularly during meal and/or rest periods.

Moreover, DEFENDANTS did not inform PLAINTIFF and other Aggrieved Employees of their right to suitable resting facilities under California law.

111. Based on information and belief, DEFENDANTS could have provided suitable resting facilities within the resort office, restaurant(s), bar(s), and/or other work facilities with reasonable or no modification, but instead denied and continues to deny, Aggrieved Employees with suitable areas to rest (e.g. a breakroom).

112. DEFENDANTS' failure to provide suitable resting facilities to Aggrieved Employees violated and continues to violate all applicable Wage Orders, section 13(B) and the California Labor Code, including but not limited to section 1198.

Minimum and Overtime Wage Violations

113. California law provides that employees in California must be paid for all hours worked, up to forty (40) hour per week or eight (8) hours per day, at a regular rate that is no less than the mandated minimum wage. *See* Labor Code section 1197 and the applicable Wage Order. The minimum wage standard applies to each hour employees worked for which they were not paid. Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful even if averaging an employee's total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

114. California law also provides that employees in California must be paid overtime, equal to 1.5 times the employee's regular rate of pay for all hours worked in excess of 40 hours per week or 8 hours per day. *See* Labor Code 510 and the applicable Wage Order section 3. Employers must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in a work week. *Ibid.*

115. As alleged herein, PLAINTIFF and Aggrieved Employees regularly worked minimum and overtime hours for which they were not compensated as required by California law. DEFENDANTS failed to compensate PLAINTIFF and other Aggrieved Employees for all hours worked by virtue of DEFENDANTS' automatic deductions and time rounding policies for meal

1 periods, payment according to scheduled hours worked instead of actual time worked, mandated
2 pre-shift/post shift/ and/or other off-the-clock work policies and/or practices described above, and
3 failure to relieve employees of all duties/employer control during unpaid meal periods or otherwise
4 unlawful practices for missed or otherwise unlawful meal periods.

5 116. DEFENDANTS' unlawful policies and practices resulted in unpaid minimum wages,
6 and unpaid overtime wages owed to PLAINTIFF and those Aggrieved Employees that worked
7 more than eight (8) hours in a day or more than forty hours (40) in a week, as well as unpaid double
8 time wages.

9 117. Moreover, based in information and belief, DEFENDANTS failed to pay proper
10 overtime rates to PLAINTIFF and Aggrieved Employees due to DEFENDANTS' failure to
11 incorporate all forms of non-discretionary compensation, including but not limited to, shift
12 differential pay, bonus pay, and/or other non-discretionary pay into the regular pay rate(s) of pay
13 used to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of
14 overtime wages owed to PLAINTIFF and other Aggrieved Employees.

15 118. Based on further information and belief, DEFENDANTS failed to properly blend
16 multiple rates of regular pay in calculating the owed overtime rate(s), resulting in the miscalculation
17 and underpayment of overtime wages owed to Aggrieved Employees.

18 119. Based on information and belief, DEFENDANTS had actual or constructive
19 knowledge that its unlawful policies and practices resulted in the underpayment of minimum wages
20 and overtime wages owed to PLAINTIFF and other Aggrieved Employees, in violation of
21 California's minimum and overtime wage laws.

22 120. This conduct results in violation of Labor Code sections 218.5, 510, 558, 558.1,
23 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS to
civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC
Wage Orders, section 20.

Statutory Wage Violations

121. California Labor Code section 223 makes it unlawful for an employer to secretly pay

1 wages lower than required by statute while purporting to pay legal wages. As described above,
2 DEFENDANTS willfully and systematically denied PLAINTIFF and Aggrieved Employees of all
3 earned minimum and overtime compensation for all hours worked which resulted in the payment
4 of less than statutorily required wages. DEFENDANTS acted with the intent to deprive them of
5 statutory wages, including, but not limited to, minimum and overtime wages, to which they were
6 entitled to under California law. Thus, DEFENDANTS paid PLAINTIFF and other Aggrieved
7 Employees lower wages than those they were entitled to while purporting that PLAINTIFF and
8 other Aggrieved Employees were properly paid. As a result, PLAINTIFF and other Aggrieved
Employees are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to
Labor Code § 2699(f)-(g).

9 **Refusal to Make Payment**

10 122. Labor Code section 216 declares unlawful an employer's refusal to pay wages due
11 and payable and/or the denial of the validity of any claim to wages due. DEFENDANTS violated
12 and continue to violate this section by failing to pay PLAINTIFF and Aggrieved Employees for all
13 hours worked at the proper wage rate and by failing to pay an additional hour of pay for each
14 meal/rest period not provided or that was otherwise unlawful. *Gould v. Maryland Sound Industries,*
15 *Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155. These violations subject DEFENDANTS to civil
16 penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for
each Aggrieved Employee, for each pay period during which the statute provisions were violated.²

17 **Business Expense Violations**

18 123. California law requires employers to indemnify their employees for all necessary
19 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
20 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable
Wage Orders section 9(b). Furthermore, "for purposes of [section 2802], the term 'necessary

21 ² Labor Code § 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty
22 provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212,
216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).

1 expenditure or losses' shall include all reasonable costs, including, but not limited to, attorneys'
2 fees incurred by the employee enforcing the rights granted by this section."

3 124. Among other things, under California law, when tools or equipment are required by
4 the employer or are necessary to the performance of a job, such tools and equipment shall be
5 provided and maintained by the employer, except that an employee whose wages are at least two
6 (2) times the minimum wage may be required to provide and maintain hand tools and equipment
7 customarily required by the trade or craft. *See* applicable IWC Wage Order, section 9 (b).

8 125. Among other things, under California law, when employees must use their personal
9 cellphones for work-related purposes, the employer must reimburse them for a reasonable
10 percentage of their cell phone bills. *See Cochran v. Schwan's Home Services, Inc.* (2014) 228
11 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
12 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
13 *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile
14 expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear
15 and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554. Further,
16 "any contract or agreement, express or implied, made by any employee to waive the benefits of
17 this article or any part thereof, is null and void, and this article shall not deprive any employee or
18 his personal representative of any right or remedy to which he is entitled to under the laws of this
19 State." *See* Cal. Lab. Code section 2804.

20 126. At all relevant times, PLAINTIFF and Aggrieved Employees were improperly
21 required to provide and maintain work tools that are supposed to be the responsibility of the
22 employer, including but not limited to, cell phone/data plan charges incurred as a result of being
23 required to use their personal cell phones/other personal mobile communication devices for work
related purposes, use of a personal vehicle and mileage, and/or costs associated with the
maintenance and/or purchase of uniforms.

24 127. Pursuant to California Labor Code section 2802, PLAINTIFF and Aggrieved
Employees are entitled to be reimbursed for all reasonable expenses associated with carrying out

1 DEFENDANTS' orders and/or carrying out the duties assigned by DEFENDANTS.

2 128. Despite being aware of these business expenses, DEFENDANTS failed to reimburse
3 PLAINTIFF and other Aggrieved Employees for such expenses in violation of California Labor
4 Code § 2802. In turn, there constitutes a PAGA violation based on violations of California Labor
5 Code § 2802 and the applicable Wage Order.

6 **Wage Statement Violations**

7 129. California law requires every employer semi-monthly or at the time of each payment
8 of wages to furnish its employees with an accurate itemized wage statement in writing that contains
9 the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
10 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
11 (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee
12 is paid; (7) the name of the employee and only the last four digits of his or her social security
13 number or an employee identification number other than a social security number; (8) the name
14 and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect
15 during the pay period and the corresponding number of hours worked at each hourly rate. Lab.
16 Code § 226.

17 130. As DEFENDANTS failed to provide PLAINTIFF and Aggrieved Employees with
18 meal and rest periods that complied with Labor Code section 226.7, the wage statements
19 DEFENDANTS issued to PLAINTIFF and Aggrieved Employees failed and continue to fail to
20 correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b) the
21 total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages
22 earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in effect
23 during the pay period and the corresponding number of hours worked at each hourly rate by the
employee, in violation of Labor Code section 226(a)(9).

21 131. Moreover, due to violations detailed above, including but not limited to,
22 DEFENDANTS' failure to pay regular and overtime wages for all hours worked, failure to pay all
23 sick leave wages at the proper rates, and failure to provide meal and rest break premiums,

1 DEFENDANTS have violated California Labor Code § 226 by willfully failing to furnish
2 PLAINTIFF and Aggrieved Employees with accurate, itemized wage statements that listed the
3 earned gross and net wages earned and the correct applicable rates of pay for all hours worked.
4 Moreover, wage statements issued by DEFENDANTS failed to list the “total hours worked” by
5 PLAINTIFF and Aggrieved Employees by virtue of the automatic deduction for meal periods, time
6 rounding policies and practices, and other mandated off-the-clock work policies and practices, all
7 described in greater detail *supra*, which results in a violation of Labor Code section 226(a). Failure
8 to list all hours worked on a wage statement, gives rise to an inference of injury under Labor Code
Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

9 132. DEFENDANTS’ failure to accurately list all hours worked on all wage statements
10 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Aggrieved
Employees over whether they received all wages owed to them.

11 133. As a result, PLAINTIFF and other Aggrieved Employees have suffered injury as
12 they could not easily determine whether they received all wages owed to them and whether they
were paid for all hours worked.

13 134. Separately, and independent of the above allegation, based on information and belief,
14 DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees that further
15 violate Labor Code section 226(a), by failing to list the correct name and/or address of the legal
16 entity that is the employer.

17 135. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.
18 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period
during which the statute provisions were violated. ³

19 **Failure to Provide Suitable Seating**

20 136. Per section 14(A-B) of all applicable IWC Wage Orders, employees shall be
21 provided with suitable seats when the nature of the work reasonably permits the use of seats and
when they are not actively engaged in the work duties that would not permit them to be seated.

22 ³ Labor Code § 226.3 (establishing that the civil penalty is “per employee per violation”).

1 137. All applicable IWC Wage Orders, Section 14(A-B) provides:

2 (A) All working employees shall be provided with suitable
3 seats when the nature of the work reasonably permits the use
4 of seats.

5 (B) When employees are not engaged in the active duties of
6 their employment and the nature of the work requires standing,
7 an adequate number of suitable seats shall be placed in
8 reasonable proximity to the work area and employees shall be
9 permitted to use such seats when it does not interfere with the
10 performance of their duties.

11 138. Suitable seating is one of the worker protections covered by California's Wage
12 Orders, which have the same dignity as statutes, are remedial in nature and are to be broadly
13 construed to effectuate the goal of protecting the comfort and welfare of employees. *Brinker*
14 *Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004, 1027 (2012).

15 139. As alleged herein, based on information and belief, the nature of PLAINTIFF's and
16 other Aggrieved Employees' work reasonably permitted the use of seats, but no such seats were
17 provided. Moreover, there were periods of time when PLAINTIFF and other Aggrieved Employees
18 were not engaged in active duties of their employment, yet there were no suitable seats in
19 reasonable proximity to the work area even when the use of seats would not interfere with the
20 performance of their duties.

21 140. As such, DEFENDANTS violated and continue to violate section 14(A)-(B) of all
22 applicable Wage Orders and Labor Code sections 1198 and 1199 by failing to provide suitable
23 seating to PLAINTIFF and other Aggrieved Employees, subjecting DEFENDANTS to civil
penalties under Labor Code sections 1199 and 2699.

Standard Conditions of Labor Violations

21 141. Together, Labor Code sections 1198 and 1199 make unlawful any employment of
22 any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal,
23

1 or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including
2 sections 1174, 1197, and 1198, or order or ruling of the commission. Therefore, DEFENDANTS'
3 violations with respect to meal periods, rest periods, record keeping provisions, suitable seating,
4 suitable resting facilities, business expenses, and minimum/overtime wages result in separate
5 violations of sections 1198 and 1199, which subject DEFENDANTS to civil penalties under Labor
Code sections 1197.1 and 2699.

6 **Sick Leave Violations**

7 142. DEFENDANTS violated California's paid sick leave laws including, Labor Code
8 section 245-248.5 and 233-234. DEFENDANTS either failed to provide sick leave pay to
9 PLAINTIFF and other Aggrieved Employees or failed to properly accrue paid sick leave due to
10 DEFENDANTS' failure to account for actual hours worked (as a result of the rounding/automatic
11 deduction policies and practices for meal periods and shift start and end times/or other required
12 off-the-clock work described herein), and/or failure to incorporate multiple rates of pay and/or all
forms of non-discretionary remuneration into the sick pay calculation.

13 143. DEFENDANTS further failed to give PLAINTIFF and other Aggrieved Employees
14 notice of their paid sick leave rights – or thereby putting their entitlement to sick leave in a Labor
15 Code section 2810.5 notice. In addition, DEFENDANTS failed to maintain accurate records of
16 used sick leave and the balance of paid sick leave left to the employees, which affected PLAINTIFF
and Aggrieved Employees' intelligent exercise of their paid sick leave.

17 144. But for this failure, PLAINTIFF and other Aggrieved Employees would have used
18 their paid sick leave at least prior to their respective separations, for as on several occasions
19 thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate
compensation.

20 145. In violation of Labor Code section 247.5, DEFENDANTS failed to maintain records
21 documenting the hours worked and paid sick days accrued and used by PLAINTIFF and all
22 Aggrieved Employees, permitting the presumption that PLAINTIFF and all Aggrieved Employees
were entitled to the maximum number of hours accruable.

1 146. Upon information and belief, DEFENDANTS failed and continue to fail to comply
2 with Labor Code section 246, by failing to provide PLAINTIFF and all Aggrieved Employees with
3 a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick
4 leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays
wages.

5 147. These practices violated California's sick leave laws, Labor Code section 245, *et seq.*

6 148. On information and belief, PLAINTIFF alleges that all of these practices were
7 experienced and continue to be experienced by other Aggrieved Employees.

8 149. Accordingly, PLAINTIFF seeks all appropriate relief under the PAGA, the
9 aforementioned code provisions including but not limited to Labor Code section 233 and 234, and
seeks injunctive relief, attorney's fees, declaratory relief, and penalties as permitted by law.

10 **Failure To Provide Supplemental Paid Sick Leave**

11 150. Labor Code § 248.2 provides that all employers with 26 or more employees are
12 required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental
13 Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related.
14 DEFENDANTS violated Labor Code § 248.2 by not providing PLAINTIFF and other Aggrieved
Employees with required 2021 COVID-19 Supplemental Paid Sick Leave.

15 **Violation of Labor Code Section 201.3:**

16 151. Labor Code Section 201.3 mandates that temporary service workers (workers with
17 assignments consisting of 90 days or less) be paid no less frequently than on a weekly basis for
18 payment of wages to be considered timely. Based on information and belief DEFENDANTS
19 violated this code section by failing to pay Aggrieved Employees that were employed on a
temporary basis on a weekly basis as required under Labor Code Section 201.3.

20 **Untimely Payment of Final Wages**

21 152. California Labor Code section 201(a) provides, in relevant part, that "[i]f an
22 employer discharges an employee, the wages earned and unpaid at the time of discharge are due
and payable immediately." California Labor Code section 202(a) provides, in relevant part, that

1 “[i]f an employee not having a written contract for a definite period quits his or her employment,
2 his or her wages shall become due and payable not later than 72 hours thereafter, unless the
3 employee has given 72 hours previous notice of his or her intention to quit, in which case the
4 employee is entitled to his or her wages at the time of quitting.”

5 153. Pursuant to Labor Code section 203, an employer that willfully fails to pay wages
6 due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty
7 equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid.
8 Case law clarifies this 30-day waiting time penalty is recoverable under the PAGA via Labor Code
9 section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see
also, *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

10 154. As alleged above, DEFENDANTS fail to timely pay final wages to Aggrieved
11 Employees upon separation of employment in violation of Labor Code sections 201-202 and/or did
12 not include all owed vacation pay. Likewise, DEFENDANTS fail to timely pay all final wages
13 owed to Aggrieved Employees upon termination or resignation of a temporary or seasonal position.
14 Moreover, final paychecks, once provided to Aggrieved Employees did not include all wages owed
15 as they are devoid of, including but not limited to, all owed minimum wages, overtime wages,
16 premium wages, vacation pay, and all owed sick leave and/or paid time off wages at the properly
accrued rates. DEFENDANTS did not provide PLAINTIFF with her final wages until well over
three days after her termination.

17 155. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These
18 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or
256.

19 **Unlawful Agreements/ Unlawful Criminal History Inquiries**

20 156. *Unlawful Agreements.* Labor Code section 432.5 provides that “no employer...shall
21 require any employee or applicant for employment to agree, in writing, to any term or condition
22 which is known by such employer...to be prohibited by law.” DEFENDANTS required and
23 continue to require PLAINTIFF and Aggrieved Employees to agree in writing to submit to

1 unlawful criminal and/or financial checks as a condition of obtaining and/or continuing
2 employment.

3 157. The California Labor Code places certain procedural and substantive limits on an
4 employers' ability to conduct employee background checks and on how employers can use the
5 information they obtain through those background checks. Labor Code section 1024.5 states that
6 employers, except for financial institutions, may order a credit check only if the individual works
7 (or is applying to work) in certain positions (e.g., managerial positions, financially-related
8 positions, and certain government positions). Additionally, the Investigative Consumer Reporting
9 Agencies Act (ICRAA- CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act
10 (FCRA - 15 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an
11 employee background check, including but not limited to identifying an appropriate reason for the
12 background check, a separate consent form with required disclosures and certain formatting
13 requirements, additional forms such as a summary of rights, a way by which to request a copy of
14 the report, as well as proper notice of adverse actions taken, among other statutory requirements.

15 158. Based on information and belief, DEFENDANTS ordered unlawful financial credit
16 checks on Aggrieved Employees, in violation of Labor Code section 1024.5, and required them to
17 provide ongoing written consent to the unlawful credit checks as a condition of employment, in
18 violation of California and Federal law, which results in a violation of Labor Code section 432.5.

19 159. DEFENDANTS also required PLAINTIFF and other Aggrieved Employees to
20 submit and/or agree to submit in writing to unlawful criminal background checks as a condition of
21 obtaining and/or holding employment in violation of the ICRAA and the FCRA as alleged above.

22 160. Based on further information and belief, DEFENDANTS also required Aggrieved
23 Employees to agree in writing to provide DEFENDANTS with ongoing consent to conduct
background checks throughout the duration of employment, in violation of the ICRAA and/or
FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5,
by requiring applicants and employees to agree to an unlawful provision as a condition of
employment.

1 161. Based on further information and belief, DEFENDANTS knew that requiring
2 PLAINTIFF and Aggrieved Employees to agree to unlawful criminal and/or financial background
3 checks as a condition of obtaining and/or holding employment was unlawful.

4 162. By requiring that PLAINTIFF and other Aggrieved Employees sign off on the illegal
5 background and/or financial checks, DEFENDANTS violated Labor Code section 432.5.

6 Unlawful Inquires into Criminal History

7 163. Labor Code section 432.7 prohibits an employer from asking applicants about past
8 arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on
9 information and belief, DEFENDANTS asked PLAINTIFF and other Aggrieved Employees about
10 arrests not resulting in convictions on its employment application, in violation of California law.

11 164. Upon information and belief, DEFENDANTS, in violation of California law,
12 including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act
13 (“FEHA”), asked PLAINTIFF and other Aggrieved Employees about convictions prior to
14 extending an offer of employment and/or otherwise impermissibly inquired into criminal history
15 on its employment application in violation of California law.

16 165. By asking about arrests not resulting in convictions, DEFENDANTS violated Labor
17 Code section 432.7. By asking about convictions at the application phase or prior to extending an
18 employment offer, DEFENDANTS violated California’s Fair Chance Act, and thereby violated
19 Labor Code section 432.5 by unlawfully requiring Aggrieved Employees to agree in writing to
20 disclose arrests and/or convictions as a condition of employment.

21 166. As such, PLAINTIFF and other Aggrieved Employees continue to be subject to
22 various unlawful provisions as a condition of employment.

23 167. Under the provisions of PAGA and the above mentioned Labor Code sections,
including but not limited to Labor Code sections 201, 201.3, 202, 203, 210, 225.5, 226, 226.2,
226.3, 226.7, 245, 247.5, 248, 248.2, 248.5, 256, 432, 432.5, 432.7, 510, 512, 558, 558.1, 1174,
1174.5, 1197, 1197.1, 1198, 1198.5, 1199, 2699, 2699.3, 2751, 2802, 2810.5 and all applicable
Wage Orders as well as all interpretations of these laws by California Courts and administrative

bodies, as well as any other law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

- a. All statutorily-specified penalties recoverable under PAGA as enumerated in the relevant California Labor Code provisions listed herein only if permitted by the PAGA statute, pursuant to Labor Code section 2699(a); and
- b. Default PAGA penalties for any violation of the enumerated list of Labor Code violations without a civil penalty recoverable under the PAGA, all in the default amounts provided by Labor Code section 2699(f).
- c. The proper measure of penalties under PAGA is the number of violations, whether those violations were committed as against Plaintiff or any Aggrieved Employee, whether a party to this action or not.

168. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws, PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF prays for relief and judgment as follows on behalf of herself, the State of California, and the Aggrieved Employees:

1. For civil penalties under Labor Code Section 2699 (75% payable to the LWDA and 25% payable to Aggrieved Employees);
2. For reasonable attorney's fees and costs of suit; and
3. For such other and further relief that the Court deems just and proper.

Dated: June 15, 2022

CROSNER LEGAL, P.C.



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