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DOMINGO MURCHISON

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

DOMINGO MURCHISON, individually and
on behalf of all current and former similarly
situated employees in the State of California,

Plaintiff,

v.

MVP EVENT PRODUCTIONS, LLC, a
California Limited Liability Company dba
MVP EVENT STAFFING; GREGORY
FIELDING, an individual; and DOES 1 to
50, inclusive.

Defendant.

CASE NO.: 30-2021-01234789-CU-OE-CXC

**ASSIGNED FOR ALL PURPOSES TO: HON.
RANDALL J. SHERMAN; Dept.: CX-105**

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

- 1. FAILURE TO PAY WAGES FOR ALL HOURS WORKED; INCLUDING OVERTIME WAGES (VIOLATION OF CALIFORNIA LABOR CODE §§ 510, 1194, 1198; IWC WAGE ORDER NO.4.);**
- 2. FAILURE TO PROVIDE MEAL PERIODS (VIOLATION OF IWC WAGE ORDER 4-2001, CAL. LAB. CODE §§ 226.7, 512);**
- 3. FAILURE TO AUTHORIZE AND PERMIT REST BREAKS (VIOLATION OF IWC WAGE ORDER 4-2001, CAL. LAB. CODE § 226.7);**
- 4. VIOLATION OF CALIFORNIA LABOR CODE § § 1182.12, 1194, 1197, 1197.1, AND 1198—UNPAID MINIMUM WAGES;**
- 5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (VIOLATION OF CALIFORNIA LABOR CODE §§ 226(a), 1174(d), and 246(i));**
- 6. WAITING TIME PENALTIES (VIOLATION OF CALIFORNIA**

) **LABOR CODE § § 201, 202, 203);**
) **7. FAILURE TO PAY ALL WAGES**
) **TIMELY DURING EMPLOYMENT IN**
) **VIOLATION OF LABOR CODE §**
) **201.3, 210;**
) **8. INJUNCTIVE RELIEF;**
) **9. UNFAIR BUSINESS PRACTICES IN**
) **VIOLATION OF CALIFORNIA**
) **BUSINESS AND PROFESSIONS**
) **CODE §§ 17200-17208;**
) **10. PENALTIES, PURSUANT TO LABOR**
) **CODE § 2699 FOR VIOLATIONS OF**
) **LABOR CODE §§ 200, 510, 1198, 558,**
) **1194, 226.7, 512, 201, 202, 203, 201.3,**
) **210, 226, 226.3, 246, 246.5(a), 247.5, 233,**
) **and 2810.5.**
) **UNLIMITED JURISDICTION**
) **REQUEST FOR JURY TRIAL**

INTRODUCTION

1. This is a class action and Representative Action, pursuant to California Code of Civil Procedure § 382 and the Labor Code Private Attorney General Act 2004 (“PAGA”), California Labor Code § 2698 *et seq.* brought by Plaintiff DOMINGO MURCHISON, (“PLAINTIFF”) on behalf of himself and all others similarly situated current and former employees in the State of California, and the general public (hereinafter the “CLASS”) hereby alleges and complaints against defendants MVP EVENT PRODUCTIONS, LLC, dba MVP EVENT STAFFING a California Limited Liability Company; GREGORY FIELDING; and DOES 1-50 (hereinafter collectively referred to as “DEFENDANTS”) to recover, damages, restitution, injunctive relief, civil and statutory penalties for failure to comply with various California Labor Code sections and the Industrial Welfare Commission Wage Orders 7-2001, (“IWO 7”), interest, attorneys’ fees, and costs and any other appropriate relief for DEFENDANTS’ violations of laws.

THE PARTIES

A. Plaintiff

1. PLAINTIFF is a resident of the State of California who began working for DEFENDANTS from approximately August 2021 until October 2021. PLAINTIFF was classified as a non-exempt, hourly paid employee who worked for DEFENDANTS at various locations,

1 including but not limited to, Angel Stadium of Anaheim, in Anaheim, California, County of
2 Orange.

3 **B. Defendants**

4 2. At all relevant times alleged herein, PLAINTIFF is informed and believes, and
5 thereon alleges that MVP EVENT PRODUCTIONS, LLC, d/b/a MVP EVENT STAFFING
6 (“MVP EVENT STAFFING”) is, and at all times relevant hereto was, a California Limited
7 Liability Company, authorized to conduct business in the State of California and does conduct
8 business in the State of California, including the County of Orange. MVP EVENT STAFFING
9 provides festival and event temporary staffing services by supplying employees to perform services
10 for clients or customers of MVP EVENT STAFFING at various venues throughout California,
11 including the County of Orange.

12 3. PLAINTIFF is informed and believes, and thereon alleges that MVP EVENT
13 STAFFING negotiates with clients and customers for matters such as the time and place where the
14 services of the PLAINTIFF and the CLASS are/were to be provided, the type of work, the working
15 conditions, and the quality and price of the services.

16 4. PLAINTIFF is informed and believes, and thereon alleges that MVP EVENT
17 STAFFING determines assignment or re-assignments of the PLAINTIFF and the CLASS; retains
18 the authority to assign or reassign the PLAINTIFF and the CLASS to another client or customer;
19 sets the rate of pay for the PLAINTIFF and the CLASS; pays PLAINTIFF and the CLASS from its
20 own account via Onpay platform; and retains the right to hire and terminate the PLAINTIFF and
21 the CLASS.

22 5. PLAINTIFF is informed and believes, and thereon alleges that GREGORY
23 FIELDING (“FIELDING”) is a resident of the State of California, City of Alamo. PLAINTIFF is
24 informed and believes, and based thereon allege, that Defendant FIELDING is the only member
25 and manager of MVP EVENT STAFFING that directly oversees and controls MVP EVENT
26 STAFFING operation and exercised significant control over DEFENDANTS’ employees’ overall
27 terms and conditions of employment.
28

1 6. PLAINTIFF is informed and believes, and based thereon alleges, that FIELDING
2 permitted, authorized, approved, and ratified the wrongful acts and practices against the
3 PLAINTIFF and the CLASS while overseeing MVP EVENT STAFFING operation in California.

4 7. PLAINTIFF is informed and believes, and based thereon alleges, that FIELDING had
5 the authority to hire, and terminate the PLAINTIFF and the other CLASS members; to set work
6 rules and conditions governing PLAINTIFF and the CLASS.

7 8. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
8 PLAINTIFF therefore PLAINTIFF sues said DOE defendants by fictitious names. PLAINTIFF
9 will amend this Complaint to show their true names and capacities when they have been
10 ascertained. The defendants, and each of them, were alter egos of each other and/or engaged in a
11 joint enterprise with each other.

12 9. PLAINTIFFS is informed and believes, and based thereon alleges that MVP
13 EVENT PRODUCTION, LLC, dba MVP EVENT STAFFING is a “Temporary services
14 employer” within the meaning of Labor Code §201.3. Additionally, all of the Defendants were
15 joint employers of the PLAINTIFFS. Hereinafter in this Complaint, unless otherwise specified,
16 reference to DEFENDANTS, shall refer to MVP EVENT PRODUCTION, LLC, dba MVP
17 EVENT STAFFING, FIELDING, and DOES 1-50, and each of them.

18 10. PLAINTIFFS is informed and believes, and based thereon alleges that at all times
19 herein mentioned, that each of the DEFENDANTS is liable as an “employer” and/or “person” for
20 the claims asserted in this Complaint, including but not limited to, under Labor Code § 558.1 and
21 §18.

22 11. At all relevant times herein, PLAINTIFF was employed by DEFENDANTS under
23 employment agreements that were partly written, partly oral, and partly implied. In perpetrating
24 the acts and omissions alleged herein, DEFENDANTS, and each of them, acted pursuant to and in
25 furtherance of their policies and practices, *inter alia*, of failing to pay PLAINTIFF and the Class for
26 all for all hours worked including overtime and double time; failing to pay PLAINTIFF and the
27 Class for paid sick leave at the employee’s regular rate of pay; failing to pay PLAINTIFF and the
28 Class for one additional hour of pay at the employee’s regular rate of compensation for each

1 workday that the meal and rest period was not provided; failing to pay PLAINTIFF and the Class
2 for overtime hours at the employee's regular rate of pay, which includes both hourly pay and non-
3 hourly pay such as bonuses; failing to provide accurate itemized wage statements for each pay
4 period; and failing to pay wages upon termination of employment;

5 12. PLAINTIFF is informed and believes, and based thereon alleges that at all times
6 relevant herein, each of the DEFENDANTS named herein was an employer, was the principle,
7 agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent
8 corporation, successor in interest and/or predecessor in interest of each of the other
9 DEFENDANTS named herein, and, in doing the acts and in carrying out the wrongful conduct
10 alleged herein, was engaged with some or all of the other DEFENDANTS in a joint enterprise for
11 profit, and bore such other relationships to some or all of the other DEFENDANTS so as to be
12 liable for their conduct with respect to the matters alleged in this Complaint. PLAINTIFF is
13 further informed and believes and thereon alleges that each of the DEFENDANTS acted pursuant
14 to and within the scope of the relationships alleged above, and that at all relevant times, each of the
15 DEFENDANTS knew or should have known about, authorized, ratified, adopted, approved,
16 controlled, aided and abetted the conduct of all other DEFENDANTS.

17 13. At all times mentioned herein, each of the DEFENDANTS was the co-conspirator,
18 agent, servant, employee, and/or joint venturer of each of the other DEFENDANTS and was acting
19 within the course and scope of said conspiracy, agency, employment, and/or joint venture and with
20 the permission and consent of each of the other DEFENDANTS.

21 14. PLAINTIFF is informed and believes and thereon alleges that each and every acts
22 and omissions alleged herein were performed by, and/or attributable to, all DEFENDANTS, each
23 acting as agents and/or employees, and/or under the directions and control of each of the other
24 DEFENDANTS, and that said acts and failure to act were within the course and scope of said
25 agency, employment and/or directions and control.

26 15. As a direct and proximate result of the unlawful actions of DEFENDANTS,
27 PLAINTIFF and the Class have suffered and continue to suffer from loss of earnings in amounts as
28 yet unascertained, but subject to proof at trial and within the jurisdiction of this Court.

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FACTUAL BACKGROUND

20. This is a Class Action and Representative Action, brought pursuant to California Code of Civil Procedure §382, California Business and Professions Code § 17200 *et seq.*, and the PAGA, California Labor Code § 2698 *et seq.*; *Aris v. Superior Court* (2009) 46 Cal.4th 969, 980-981. PAGA permits an “aggrieved employee” to bring a lawsuit on behalf of himself/herself and other current and former employees to address an employer’s violations of the California Labor Code. PLAINTIFF is an aggrieved employee, within the meaning of the statute, who brings this action on behalf of himself and other current and former employees of DEFENDANTS to address DEFENDANTS’ violations of the California Labor Code.

21. DEFENDANTS hired¹ the PLAINTIFF in August of 2021 to provide services to MVP EVENT STAFFING clients and required PLAINTIFF and the CLASS to work for DEFENDANTS promising them payment of hourly wages. PLAINTIFF was promised \$20.00 per hour on a W2 basis; however, DEFENDANTS intentionally failed to pay the PLAINTIFF and the CLASS despite repeated attempts by the PLAINTIFF seeking payment for his earned wages.

22. DEFENDANTS also promised the PLAINTIFF and the CLASS that they would receive a \$100.00, a non-discretionary bonus, if they worked two (2) or more days for DEFENDANTS. PLAINTIFF in fact worked more than 2 days for DEFENDANTS and was entitled to receive his bonus, which he did not receive.

23. PLAINTIFF and the CLASS would be assigned to various event locations contracted by DEFENDANTS. PLAINTIFF held various positions working for DEFENDANTS including “Stand Worker” (a cashier), taking event attendees’ food and beverage orders, and also preparing food in the kitchen based on DEFENDANTS’ assignment and direction.

24. PLAINTIFF would work more than 10 hours per day, usually between 12 p.m. to 10 p.m.

25. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS knew or should have known that PLAINTIFF and CLASS were entitled to receive at least

¹ PLAINTIFF was interviewed and hired by DEFENDANTS via zoom video and provided documentation reflecting his eligibility to work in the United States.

1 minimum wages for compensation and that they were not receiving at least minimum wages for
2 work that was required to be done. In violation of the California Labor Code, PLAINTIFF and
3 CLASS were not paid at least minimum wages for work done.

4 26. DEFENDANTS are well aware of the number of hours worked by the PLAINTIFF
5 and the CLASS because DEFENDANTS required the PLAINTIFF and the CLASS to submit
6 timesheets, which DEFENDANTS received from their client/venue, and reconciled those
7 timesheets to make sure they match their records. Also, when PLAINTIFF and the CLASS reported
8 to the designated parking zones for staffer employees per DEFENDANTS' direction (usually red
9 parking zones), DEFENDANTS marked their presence on DEFENDANTS' iPad as well as their
10 timesheets before permitting PLAINTIFF and members of the CLASS to proceed to their work
11 assignments. PLAINTIFF and the CLASS were not compensated for the time waiting in line to be
12 check-in and assigned to a supervisor.

13 27. DEFENDANTS failed to properly calculate PLAINTIFF'S regular rate of pay for
14 purposes of overtime compensation because the value of the non-discretionary bonuses were not
15 included in the calculation of the PLAINTIFF'S regular rate of pay in violation of Cal. Lab. Code §
16 510.

17 28. Additionally, DEFENDANTS failed to pay PLAINTIFF and the Class for paid sick
18 leave at the employee's regular rate of pay regular rate of pay, which includes hourly and non-
19 hourly pay, such as non-discretionary bonuses. The amount of earned but unpaid bonuses that the
20 PLAINTIFF was entitled to receive constitute "wages" within the meaning of § 200 of the
21 California Labor Code because PLAINTIFF was promised additional compensation as an incentive
22 for the performance of such services to the benefit of the DEFENDANTS. DEFENDANTS
23 unjustly reaped the benefits of the services and labor performed by PLAINTIFF but failed to pay
24 him for his labor.

25 29. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
26 knew or should have known that PLAINTIFF and CLASS were entitled to meal periods in
27 accordance with the Labor Code or payment of one (1) additional hour of pay at their regular rates
28 of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and

1 that PLAINTIFF and CLASS were not provided with all meal periods or payment of one (1)
2 additional hour of pay at their regular rates of pay when they did not receive a timely,
3 uninterrupted, thirty (30) minute meal period.

4 30. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
5 knew or should have known that PLAINTIFF and the CLASS were entitled to rest periods in
6 accordance with the Labor Code and applicable IWC Wage Order or payment of one (1) additional
7 hour of pay at their regular rates of pay when they were not provided with a compliant rest period
8 and that PLAINTIFF and CLASS were not provided compliant rest periods or payment of one (1)
9 additional hour of pay at their regular rates of pay when they were not provided a compliant rest
10 period.

11 31. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
12 knew or should have known that PLAINTIFF and the CLASS were entitled to receive complete
13 and accurate wage statements in accordance with California law. In violation of the California
14 Labor Code, PLAINTIFF and the CLASS were not provided complete and accurate wage
15 statements.

16 32. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
17 knew or should have known that they had a duty to maintain accurate and complete payroll records
18 in accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly, and
19 intentionally failed to do so.

20 33. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
21 knew or should have known that PLAINTIFF and the CLASS were entitled to timely payment of
22 all wages earned upon termination of employment. In violation of the California Labor Code,
23 PLAINTIFF and the CLASS did not receive payment of all wages due, including, but not limited
24 to, overtime wages, minimum wages, and meal and rest period premiums, within permissible time
25 periods.

26 34. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
27 knew or should have known that PLAINTIFF and the CLASS were entitled to timely payment of
28 wages during their employment. In violation of the California Labor Code, PLAINTIFF and the

1 CLASS did not receive payment of all wages, including, but not limited to, overtime wages,
2 minimum wages, and meal and rest period premiums, within permissible time periods.

3 35. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
4 knew or should have known that Defendants were obligated to provide PLAINTIFF and CLASS
5 members with paid sick leave benefits but failed to do so.

6 36. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
7 knew or should have known that PLAINTIFF and the CLASS were entitled to receive itemized
8 wage statements or separate written statements showing the amount of paid sick leave available, or
9 paid time off provided in lieu of sick leave. In violation of the California Labor Code,
10 DEFENDANTS failed to provide PLAINTIFF and CLASS with itemized wage statements or
11 separate written statements showing this information.

12 37. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
13 knew or should have known that they had a duty to compensate PLAINTIFF and CLASS for all
14 hours worked, and that DEFENDANTS had the financial ability to pay such compensation, but
15 willfully, knowingly, and intentionally failed to do so, and falsely represented to PLAINTIFF and
16 CLASS that they would be paid properly their wages but failed to do so all in order to increase
17 DEFENDANTS' profits.

18 38. PLAINTIFF and the CLASS have been harmed by DEFENDANTS' unlawful
19 business policies and practices in that they did not receive the proper and correct amount, and have
20 had their earned wages be subject to unlawful forfeiture, as alleged herein, thereby diminishing
21 their agreed-upon compensation, in amounts to be proven at trial.

22 **CLASS ACTION ALLEGATIONS**

23 39. PLAINTIFF brings this lawsuit as a class action under Cal. Code Civ. Proc. Section
24 382, pursuant to California Business and Professions Code § 17200 *et seq.*, and the PAGA,
25 California Labor Code § 2698 *et seq.*, on behalf of himself and all persons within the class
26 ("CLASS") as follows:

27 ///

28 ///

THE CLASS

40. All current and former employees, who were employed by DEFENDANTS in the State of California for a period of time within the four (4) years preceding the filing of this action until the time of trial, “THE RELEVANT TIME PERIOD”.

41. PLAINTIFF reserves the right under Rule 3.765, California Rules of Court, to amend or modify the CLASS description with greater specificity or further division into subclasses or limitations to particular issues.

42. This action has been brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed CLASS is easily ascertainable. This action is appropriately suited for a Class Action because:

43. **Ascertainable Class:** The CLASS is ascertainable in that its members may be identified and located using information contained in DEFENDANTS’ personnel records.

44. **Numerosity:** The potential members of the CLASS as defined are so numerous that joinder of all members of the CLASS is impracticable. While the precise size of the CLASS has not been ascertained at this time, PLAINTIFF is informed and believes, and based thereon allege, that DEFENDANTS currently employees, and during THE RELEVANT TIME PERIOD employed, well over 3000 persons in the State of California who fall within the CLASS definition. Accounting for employees’ turnover during THE RELEVANT PERIOD necessarily increases this number.

45. Additionally, this action has been brought and may properly be maintained as a representative action because there is a well-defined community of interest in the litigation and the Aggrieved Employees are easily ascertainable.

46. **Common Questions of Fact or Law:** This action involves questions of law and fact common to the CLASS that predominate over questions affecting only individual class members employees. The common questions of law and fact focuses on DEFENDANTS’ systematic course of illegal practices and policies, which were applied to all the entire CLASS in violation of the California Labor Code, IWC Orders, the California Business and Professions Code, which

1 prohibits unfair business practices arising from such violations. These common questions of law
2 and fact include, without limitations:

- 3 a. Whether DEFENDANTS failed to pay their employees for all hours worked including
4 overtime;
- 5 b. Whether DEFENDANTS failed to pay their employees the proper regular rate of pay for
6 overtime, and double time wages due and owing to them;
- 7 c. Whether DEFENDANTS failed to issue accurately itemized wage statements to
8 PLAINTIFF and the CLASS, in violation of Labor Code §§ 226(a);
- 9 d. Whether DEFENDANTS paid PLAINTIFF and the CLASS their final wages beyond the
10 time frames set forth in Labor Code §§ 201-203.

11 47. **Typicality:** The claims of the PLAINTIFF is typical of the CLASS because
12 DEFENDANTS subjected all of their employees to identical violations of the California Labor
13 Code, the PAGA, and California Business and Professions Code by, *inter alia*, failing to pay the
14 PLAINTIFF and the CLASS for all of their hours worked at the proper regular rate of pay; failing
15 to provide accurate itemized wage statements for each pay period; and failing to pay their final
16 wages beyond the time frames set forth in Labor Code §§ 201-203.

17 48. **Adequacy of Representation:** PLAINTIFF is fully prepared to take all necessary
18 steps to represent fairly and adequately the interest of the members of the CLASS. PLAINTIFF
19 has no interests that are adverse to the interests of the CLASS. PLAINTIFF's attorneys are ready,
20 able and willing to fully and adequately represent the CLASS and PLAINTIFF.

21 49. **Superiority of Class Action:** A class action is superior to other available means for
22 the fair and efficient adjudication of this controversy. Individual joinder of all proposed members
23 of the CLASS is not practicable, and questions of law and fact common to the proposed CLASS
24 predominate over any questions affecting only individual members of the proposed CLASS. Each
25 member of the proposed CLASS has been damaged and is entitled to recovery by reason of
26 DEFENDANTS' illegal policies and/or practices.

27 50. Class action treatment will allow those similarly situated persons to litigate their
28 claims in the manner that is most efficient and economical for the parties and the judicial system.

1 PLAINTIFF is unaware of any difficulties that are likely to be encountered in the management of
2 this action that would preclude its maintenance as a class action. Individualized litigation would
3 also present the potential for inconsistent or contradictory judgments, in addition of duplication of
4 efforts and expenses.

5 **PLAINTIFF EXHAUSTED HIS ADMINISTRATIVE REMEDIES**

6 51. PLAINTIFF met all the jurisdictional requirements of proceeding with claims for
7 civil penalties under the PAGA, codified at Labor Code, Section 2698 *et seq.* by timely giving
8 written notice in the manner required by Labor Code §2699.3 at the time of filing (“Notice”).
9 Specifically, on December 3, 2021, PLAINTIFF exhausted his administrative remedies by
10 notifying DEFENDANTS via certified U. S. Mail, by electronic mail to Labor and Workforce
11 Development Agency (“LWDA”). The Notice filed with LWDA was accompanied by a filing fee
12 of seventy-five dollars (\$75) pursuant to § 2699.3(c)(1)(B). Once 65 days elapses after
13 PLAINTIFF’s notification letter was sent to LWDA and PLAINTIFF’s counsel receives no notice
14 from LAWD stating their intention to investigate or prosecute the claims, PLAINTIFF will amend
15 the Complaint to add a cause of action for PAGA penalties.

16 **FIRST CAUSE OF ACTION**
17 **FAILURE TO PAY WAGES FOR ALL HOURS WORKED; INCLUDING**
18 **OVERTIME WAGES (VIOLATION OF CALIFORNIA LABOR CODE §§ 510,**
19 **1194, 1198; IWC WAGE ORDER NO.4.)**
20 **(AGAINST ALL DEFENDANTS)**

21 2. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs as
22 though fully set forth in this cause of action, and incorporates them by reference, and further
23 alleges:

24 3. During the RELEVANT TIME PERIOD, PLAINTIFF and the CLASS were “non-
25 exempt” employees of DEFENDANTS entitled to overtime compensation pursuant to Cal. Lab.
26 Code § 510 who did not receive proper amount of compensation for overtime work performed.
27 Specifically, DEFENDANTS failed to compensate PLAINTIFF and the CLASS, for all hours
28 worked, including overtime at the rate of no less than one and one-half times the regular rate of
pay, which it includes bonuses pursuant to Lab. Code § 510.

1 4. By failing to pay PLAINTIFF and the CLASS at the rate of no less than one and one-half
2 times the regular rate of pay, which it includes bonuses, DEFENDANTS deprived PLAINTIFF and
3 the CLASS proper protections and benefits of the laws governing the payment of wages for all
4 hours worked and overtime wages.

5 5. During the RELEVANT TIME PERIOD, PLAINTIFF and the CLASS regularly and/or
6 consistently worked in excess of eight (8) hours in a workday, and/or in excess of forty (40) hours
7 in a workweek. The precise number of overtime hours will be proven at trial. Despite the hours
8 worked by PLAINTIFF and the CLASS, DEFENDANTS intentionally, willfully, in bad faith, and
9 in knowing violation of the California Labor Code, and the applicable IWC Wage Order failed and
10 refused to compensate PLAINTIFF and the CLASS at the rate of no less than one and one-half
11 times the regular rate of pay, which it includes bonuses, pursuant to Lab. Code § 510 for all of the
12 overtime hours worked.

13 6. At all relevant times, DEFENDANTS were aware of, and were under a duty to comply
14 with the overtime provisions of the IWO Wage Orders, and California Labor Code including, but
15 not limited to, California Labor Code §§510, 1194 and 1198.

16 7. The IWC Wage Order provides that DEFENDANTS are and were required to pay
17 PLAINTIFF and the CLASS employed by DEFENDANTS, and working more than eight (8) hours
18 in a day or more than forty (40) hours in a workweek, at a rate of time-and-one half the employee's
19 regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty
20 hours (40) in a workweek.

21 8. The Applicable IWC Wage Order further provides that DEFENDANTS are and were
22 required to pay PLAINTIFF and the CLASS overtime compensation at the rate of two times their
23 regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

24 9. California Labor Code § 510 codifies the right to overtime compensation and provides, in
25 pertinent part:

26 “Any work in excess of eight hours in one workday and any work in excess of 40 hours in
27 any one workweek and the first eight hours worked on the seventh day of work in any one
28 workweek shall be compensated at the rate of no less than one and one-half times the
 regular rate of pay for an employee.” [Emphasis added].

10. California Labor Code §1194, in pertinent part, provides:

1 “Notwithstanding any agreement to work for a lesser wage, any employee receiving less
2 than the legal minimum wage or the legal overtime compensation applicable to the
3 employee is entitled to recover in a civil action the unpaid balance of the full amount of this
minimum wage or overtime compensation, including interest thereon, reasonable attorney’s
fees and cost of the suit.”

4 11. California Labor Code §1198, in pertinent part, provides:

5 “(t) the maximum hours of work and the standard conditions of labor fixed by the
6 commission shall be the maximum hours of work and the standard conditions of labor for
7 employees. The employment of any employee for longer hours than those fixed by the order
or under conditions of labor prohibited by the order is unlawful.”

8 12. By refusing to compensate PLAINTIFF and the CLASS the proper overtime wages
9 earned, DEFENDANTS violated those California Labor Code provisions cited herein as well as the
10 applicable IWC Wage Order, and their actions are therefore unlawful.

11 13. PLAINTIFF and the CLASS are entitled to receive the proper amount of overtime
12 compensation for all hours worked in excess of eight (8) hours in one workday and any work in
13 excess of forty (40) hours in any workweek and the first eight hours worked on the seventh day of
14 work in any one workweek at the rate of no less than one and one half times the regular rate of pay
15 for each employee. In determining the regular rate of pay for each CLASS member, all
16 remuneration paid to each, including but not limited to performance bonuses, must be calculated.

17 14. As a direct and proximate result of DEFENDANTS’ unlawful conduct, as set forth
18 therein, PLAINTIFF and the CLASS have sustained damages, including loss of earnings for hours
19 of overtime worked, in an amount to be established at trial.

20 15. Pursuant to California Labor Code §1194, PLAINTIFF and the CLASS are entitled to
21 recover unpaid overtime compensation and double time compensation, including interest thereon.

22 16. PLAINTIFF is also entitled to recover reasonable attorneys’ fees and costs, pursuant to
23 California Labor Code §1194(a).

24 17. During the RELEVANT TIME PERIOD, MVP Event Staffing, LLC was and is the
25 PLAINTIFF’S and the CLASS employer and/or person acting on behalf of the DEFENDANTS,
26 within the meaning of California Labor Code § 558, who violated or caused to be violated any
27 section of the wage order regulating the days and hours worked and, as such are individually liable
28 to each member of the CLASS for each such violations as set forth in the California Labor Code.

18. Labor Code § 558 imposes upon DEFENDANTS, for each initial violation, a penalty of \$50.00 for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover the underpaid wages, which shall be paid to each affected employee. Furthermore, Labor Code § 558 imposes upon DEFENDANTS, for each subsequent violation, a penalty of \$100.00 for each underpaid employee for each pay period for which the employee was underpaid, in addition to an amount sufficient to recover the underpaid wages, which shall be paid to each affected employee.

19. PLAINTIFF on behalf of himself and the CLASS seeks all available remedies for DEFENDANTS' violations including any and all wages due, penalties, monies, interest, attorney's fees, and costs to the extent permitted by law.

WHEREFORE, PLAINTIFF prays for relief as hereinafter requested.

SECOND CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS
(VIOLATION OF IWC WAGE ORDER 4-2001, CAL. LAB. CODE §§ 226.7, 512)
(AGAINST ALL DEFENDANTS)

20. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporates them by reference, and further alleges:

21. During the RELEVANT TIME PERIOD, the IWC Wage Order and California Labor Code sections 226.7 and 512 were applicable to PLAINTIFF and the CLASS employed by DEFENDANTS.

22. During the RELEVANT TIME PERIOD, PLAINTIFF and the CLASS were "non-exempt" employees of DEFENDANTS and did not receive meal periods or premium pay in lieu of meal periods.

23. By failing to comply with IWC Wage Order and California Labor Code sections 226.7 and 512, DEFENDANTS deprived PLAINTIFF and the CLASS proper protections and benefits of the laws governing meal periods.

24. During the RELEVANT TIME PERIOD, DEFENDANTS were aware of, and under a duty to comply with, California Labor Code §§226.7 and 512.

25. California Labor Code §226.7 provides:

1 “(a) No employer shall require any employee to work during any meal or rest period
2 mandated by an applicable order of the Industrial Welfare Commission.

3 (b) If an employer fails to provide an employee a meal period or rest period in accordance
4 with an applicable order of the Industrial Welfare Commission, the employer shall pay the
5 employee one additional hour of pay at the employee’s regular rate of compensation for
6 each work day that the meal or rest period is not provided.”

7 Moreover, California Labor Code §512 provides:

8 An employer may not employ an employee for a work period of more than five hours per
9 day without providing the employee with a meal period of not less than 30 minutes, except
10 that if the total work period per day of the employee is no more than six hours, the meal
11 period may be waived by mutual consent of both the employer and employee. An employer
12 may not employ and employee for a work period of more than 10 hours per day without
13 providing the employee with a second meal period no not less than 30 minutes, except that
14 if the total hours worked is no more than 12 hours, the second meal period maybe waived
15 by mutual consent of the employer and the employee only if the first meal period was not
16 waived.

17 26. Sections 11 and 12 of IWC Wage Order 4 mandate that the employer provide all
18 applicable meal periods to employees. Section 11 of the applicable IWC Wage Order provides in
19 pertinent part:

20 “No employer shall employ any person for a work period of more than of not less than 30
21 minutes... Unless the employee is relieved of all duty during a 30-minute meal period, the
22 meal period shall be considered an “on duty” meal period and counted as time worked.

23 If an employer fails to provide an employee a meal period in accordance with the applicable
24 provisions of this order the employer shall provide the employee one (1) hour of pay at the
25 employee ‘s regular rate of compensation for each workday that the meal period is not
26 provided.

27 27. PLAINTIFF and the CLASS regularly and consistently worked eight (8) hours or more
28 per day but were not provided an uninterrupted, thirty-minute meal period within the first five
hours of work each day. By failing to consistently provide PLAINTIFF and each member of the
CLASS an uninterrupted thirty-minute meal period within the first five hours of work each day,
DEFENDANTS violated the California Labor Code and applicable IWC Wage Order provisions.

28 28. During the RELEVANT TIME PERIOD, DEFENDANTS intentionally and willfully
required PLAINTIFF and the CLASS to work during meal periods and failed to compensate
PLAINTIFF and the CLASS the full meal period premium for work performed during meal
periods.

1 29. PLAINTIFF is informed and believes and, on that basis, alleges, that DEFENDANTS
2 failed to pay the one-hour compensation as a premium payment to PLAINTIFF or any member of
3 the CLASS for all missed or interrupted meal breaks due to their violation of the California Labor
4 Code and applicable IWC Wage Order provisions.

5 30. Defendant's conduct violates the applicable IWC Wage Order and California Labor Code
6 sections 226.7 and 512(a).

7 31. As a direct and proximate result of DEFENDANTS unlawful conduct, as set forth herein,
8 PLAINTIFF and the CLASS have sustained damages including loss of compensation resulting
9 from missed meal periods, in an amount to be established at trial.

10 32. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b),
11 PLAINTIFF and the CLASS are entitled to recover from DEFENDANTS one additional hour of
12 pay at the employee's regular rate of compensation for each and every workday the meal or rest
13 period is not provided. In determining the regular rate of pay for each CLASS member, all
14 remuneration paid to each, including but not limited to performance bonuses, must be calculated.

15 33. During the RELEVANT TIME PERIOD, DEFENDANTS were and are the PLAINTIFF
16 and the CLASS' employers and/or persons acting on behalf of the DEFENDANTS, within the
17 meaning of California Labor Code § 558, who violated or caused to be violated any section of the
18 wage order regulating the days and hours worked and, as such are individually liable to each
19 member of the CLASS for each such violations as set forth in the California Labor Code.

20 34. Labor Code § 558 imposes upon DEFENDANTS, for each initial violation, a penalty of
21 \$50.00 for each underpaid employee for each pay period for which the employee was underpaid in
22 addition to an amount sufficient to recover the underpaid wages, which shall be paid to each
23 affected employee. Furthermore, Labor Code § 558 imposes upon DEFENDANTS, for each
24 subsequent violation, a penalty of \$100.00 for each underpaid employee for each pay period for
25 which the employee was underpaid, in addition to an amount sufficient to recover the underpaid
26 wages, which shall be paid to each affected employee.

27 35. As a direct result of DEFENDANTS' violations alleged herein, PLAINTIFF and the
28 CLASS have suffered and continue to suffer loss of wages and compensation, all in amounts to be

1 shown according to proof at trial and within the jurisdiction limitations of this Court. PLAINTIFF
2 and the CLASS seek all available remedies for DEFENDANTS' violations including, but not
3 limited, to any and all wages due, penalties, monies, interest, attorney's fees, and costs to the extent
4 permitted by law.

5 WHEREFORE, PLAINTIFF prays for relief as hereinafter requested.

6 **THIRD CAUSE OF ACTION**
7 **FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**
8 **(IN VIOLATION OF IWC WAGE ORDER 4-2001, CAL. LAB. CODE§ 226.7)**
9 **(AGAINST ALL DEFENDANTS)**

10 36. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs as
11 though fully set forth in this cause of action, and incorporates them by reference, and further
12 alleges:

13 37. During the RELEVANT TIME PERIOD, the IWC Wage Order and California Labor
14 Code sections 226.7 and 512 were applicable to PLAINTIFF and the Class employed by
15 DEFENDANTS.

16 38. During the RELEVANT TIME PERIOD, PLAINTIFF and the CLASS were and continue
17 to be "non-exempt" employees of DEFENDANTS and did not receive rest periods or premium pay
18 in lieu of rest periods.

19 39. By failing to comply with California Labor Code sections 226.7 and 512, DEFENDANTS
20 deprived PLAINTIFF and the CLASS proper protections and benefits of the laws governing rest
21 periods.

22 40. During the RELEVANT TIME PERIOD, DEFENDANTS were aware of and under a
23 duty to comply with, California Labor Code §226.7 and Section 12 of Wage Order 7-2001.

24 41. California Labor Code. §226.7 states

25 "no employer shall require any employee to work during any meal or rest period
26 mandated by an applicable order of the Industrial Welfare Commission."

27 Section 12 of Wage Order No. 4-2001 provides in relevant part that:

28 (A) Every employer shall authorize and permit all employees to take rest periods, which in
so far as practicable shall be in the middle of each work period., The authorized rest period
time shall be based on the total hours worked daily at the rate of ten (10 minutes net rest
time per four (4) hours or major fraction thereof. However, a rest period need not be
authorized for employees whose total daily work time is less than three and one-half (3 'A)

hours. Authorized rest period time shall be counted as hours worked for such there shall be no deduction from wages.

42. During the RELEVANT TIME PERIOD, DEFENDANTS willfully required PLAINTIFF and the CLASS to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hours period worked.

43. During the RELEVANT TIME PERIOD, DEFENDANTS willfully required PLAINTIFF and the CLASS to work during rest periods and failed to pay PLAINTIFF and the CLASS the full rest period premium for work performed during rest periods.

44. If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at that employee's regular rate of compensation for each workday that the rest period is not provided.

45. During the RELEVANT TIME PERIOD, DEFENDANTS failed to pay PLAINTIFF and the CLASS the full rest period premium due pursuant to California Labor Code section 226.7 for all missed rest breaks.

46. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b), PLAINTIFF and the CLASS are entitled to recover from DEFENDANTS one additional hour of pay at the employees' regular rate of compensation for each and every workday that the rest period was not provided. In determining the regular rate of pay for each CLASS member, all remuneration paid to each, including but not limited to performance bonuses, must be calculated.

47. In committing the violations of state law as herein alleged, DEFENDANTS refused to perform their obligations to authorize and permit rest periods and have also failed to pay rest premium wages. As a direct result, PLAINTIFF and the CLASS have suffered, and continue to suffer, substantial losses, including those related to the use and enjoyment of such compensation, wages, and lost interest on such monies in seeking to compel DEFENDANTS to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations of this Court.

48. During the RELEVANT TIME PERIOD, DEFENDANTS are and/or were the PLAINTIFF and the CLASS' employers and/or persons acting on behalf of DEFENDANTS within the meaning of California Labor Code§ 558, who violated or caused to be violated, a section of

1 Part 2, Chapter I, of the California Labor Code or any provision regulating hours and days of work
2 in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each
3 underpaid employee, which shall be paid to each affected employee, as set forth in Labor Code §
4 558.

5 49. Labor Code § 558 imposes upon DEFENDANTS for each initial violation a penalty of
6 \$50.00 for each underpaid employee for each pay period for which the employee was underpaid in
7 addition to an amount sufficient to recover the underpaid wages, which shall be paid to each
8 affected employee. Furthermore, Labor Code § 558 imposes upon DEFENDANTS for each
9 subsequent violation a penalty of \$100 for each underpaid employee for each pay period for which
10 the employee was underpaid, in addition to an amount sufficient to recover the underpaid wages,
11 which shall be paid to each affected employee.

12 50. The CLASS, including PLAINTIFF, suffered and continue to suffer loss of wages and
13 compensation, all in an amount to be shown according to proof at trial and within the jurisdictional
14 limitations of this Court.

15 51. PLAINTIFF seeks all available remedies for DEFENDANTS' violations including, but
16 not to, any and all wages due, penalties, interest, attorney's fees, costs to the extent permitted by
17 law.

18 WHEREFORE, PLAINTIFF prays for relief as hereinafter requested.

19 **FOURTH CAUSE OF ACTION**
20 **VIOLATION OF CALIFORNIA LABOR CODE § § 1182.12, 1194, 1197, 1197.1, AND**
21 **1198—UNPAID MINIMUM WAGES**
22 **(Against All DEFENDANTS)**

23 52. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs
24 as though fully set forth in this cause of action, and incorporates them by reference, and further
25 alleges:

26 53. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1,
27 and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to
28 be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
Compensable work time is defined in Wage Order No. 4 as “the time during which an employee is

1 subject to the control of an employer, and includes all the time the employee is suffered or
2 permitted to work, whether or not required to do so.” Cal. Code. Regs. tit. 8, § 11040(2)(K)
3 (defining “Hours Worked”).

4 54. As set forth above, DEFENDANTS systematically, and on a company-wide basis,
5 required PLAINTIFF and CLASS to work and were not compensated for their work. Despite
6 PLAINTIFF’S demands to be paid, even on DEFENDANTS social media accounts,
7 DEFENDANTS failed to pay him at least the minimum wage.

8 55. As also described above, DEFENDANTS required PLAINTIFF and CLASS to
9 work during their 30-minute unpaid meal periods due to DEFENDANTS’ systemic and company-
10 wide failure to schedule uninterrupted meal periods prior to the fifth hour of work.
11 DEFENDANTS did not pay minimum wages for meal periods PLAINTIFF and the CLASS
12 worked through that qualified for overtime premium payment.

13 56. Thus, Defendants did not pay at least minimum wages for all hours worked in
14 violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

15 57. DEFENDANTS’ failure to pay PLAINTIFF and the CLASS minimum wages
16 violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
17 California Labor Code section 1194.2, PLAINTIFF and the CLASS are entitled to recover
18 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

19 WHEREFORE, PLAINTIFF and the CLASS seek to request relief as described below.

20 **FIFTH CAUSE OF ACTION**
21 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
22 **(VIOLATION OF CAL. LAB. CODE §§ 226(a), 246(i), 1147(d)**
23 **(Against All DEFENDANTS)**

24 58. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs
25 as though fully set forth in this cause of action, and incorporates them by reference, and further
26 alleges:

27 59. Labor Code § 226(a) requires employers to furnish their employees with each wage
28 payment an accurate, itemized writing that shows gross wages earned, total hours worked, all
deductions, net wages earned, the inclusive dates of the period for which the employee is paid, the

1 name of the employee and the portion of his or her social security number as required by law, all
2 applicable hourly rates in effect during the pay period, and the corresponding number of hours
3 worked at each hourly rate by the employee.

4 60. DEFENDANTS engages in a policy and practice of violating California Labor
5 Code §§ 226(a), by failing to provide PLAINTIFF and the CLASS with accurate itemized wage
6 statements in compliance with the statutory requirement of §226(a).

7 61. DEFENDANTS knew or should have known that PLAINTIFF and the CLASS were
8 entitled to receive accurate wage statements. In violation of the California Labor Code,
9 DEFENDANTS failed to provide PLAINTIFF and the CLASS members with itemized wage
10 statements or separate written statements *accurately* showing this information.

11 62. California Labor Code section 1174(d) provides that “[e]very person employing
12 labor in this state shall... [k]eep a record showing the names and addresses of all employees
13 employed and the ages of all minors” and “[keep, at a central location in the state or at the plants or
14 establishments at which employees are employed, payroll records showing the hours worked daily
15 by and the wages paid to, and the number of piece-rate units earned by and any applicable piece
16 rate paid to, employees employed at the respective plants or establishments...” Labor Code section
17 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate
18 and complete records as required by section 1174(d).

19 63. During the relevant time period, and in violation of Labor Code section 1174(d),
20 DEFENDANTS willfully failed to maintain accurate payroll records for PLAINTIFF and the
21 CLASS showing the daily hours they worked and the wages paid thereto as a result of failing to
22 record.

23 64. California Labor Code section 1198 provides that the maximum hours of work and
24 the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in
25 the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any
26 employees for longer hours than those fixed by the order or under conditions of labor prohibited by
27 the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep
28 accurate time records showing when the employee begins and ends each work period and meal

1 period. During the RELEVANT TIME PERIOD, DEFENDANTS failed, on a company-wide basis,
2 to keep accurate records of all hours worked, meal period start and stop times for PLAINTIFF and
3 CLASS, in violation of section 1198.

4 65. California Labor Code §246(i) provides “[a]n employer shall provide an employee
5 with written notice that sets forth the amount of paid sick leave available, or paid time off leave an
6 employer provides in lieu of sick leave, for use on either the employee’s itemized wage statement
7 described in Section 226 or in a separate writing provided on the designated pay date with the
8 employee’s payment of wages. If an employer provides unlimited paid sick leave or unlimited paid
9 time off to an employee, the employer may satisfy this section by indicating on the notice or the
10 employee’s itemized wage statement “unlimited.” The penalties described in this article for a
11 violation of this subdivision shall be in lieu of the penalties for a violation of Section 226. This
12 subdivision shall apply to employers covered by Wage Order 11 or 12 of the Industrial Welfare
13 Commission only on and after January 21, 2016.”

14 66. DEFENDANTS failed to provide wages statements to PLAINTIFF and the CLASS
15 that complied with Labor Code §§ 226, and 246(i).

16 67. PLAINTIFF and the CLASS, suffered and continue to suffer injuries, including
17 substantial losses related to the use and enjoyment of such wages, lost interest on such wages and
18 expenses and attorney’s fees in seeking to compel DEFENDANTS to fully perform its obligations
19 under state law, all to their respective damage in amounts according to proof at trial. Pursuant to
20 Labor Code §§ 226(e)(2) and 226(c)(2)(B)(i), PLAINTIFF and the CLASS are deemed to have
21 suffered injury as a result of DEFENDANTS’ failure to provide accurate and complete information
22 as required by Labor Code § 226(a).

23 68. Labor Code § 226, in part, permits employees suffering injury to collect actual
24 damages or the amount specified in Labor Code§ 226. Thus, Labor Code§ 226(e) requires
25 DEFENDANTS to pay the greater of all actual damages or fifty dollars (\$50.00) for the initial pay
26 period in which a violation occurred and one hundred dollars (\$100.00) per employee for each
27 violation in subsequent pay periods, plus attorney's fees and costs, to each member of the CLASS,
28 including PLAINTIFF, who were injured by DEFENDANTS’ failure to comply with Labor Code §

1 226(a). The exact amount of the applicable penalty is all in an amount to be shown according to
2 proof at trial.

3 69. Furthermore, Labor Code § 226(g) permits an employee to bring an action for
4 injunctive relief to ensure compliance with Labor Code § 226. Thus, PLAINTIFF and the CLASS
5 additionally seek injunctive relief to ensure compliance with Labor Code § 226.

6 70. PLAINTIFF seeks all available remedies for DEFENDANTS' violations including,
7 but not limited to, any and all wages due, actual damages, penalties, payments pursuant to Labor
8 Code § 226(e) and 226.3, monies, interest, attorney's fees, costs and injunctive relief.

9 WHEREFORE, PLAINTIFF prays for relief as hereinafter requested.

10 **SIXTH CAUSE OF ACTION**
11 **WAITING TIME PENALTIES**
12 **(VIOLATION OF CAL. LAB. CODE §§ 201, 202, 203)**
13 **(Against All DEFENDANTS)**

14 71. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs
15 as though fully set forth in this cause of action, and incorporates them by reference, and further
16 alleges:

17 72. At all times herein mentioned, PLAINTIFF and the CLASS were employees of
18 DEFENDANTS and DEFENDANTS were subject to California law.

19 73. California Labor Code §§ 201 and 202 require that an employer promptly pay all
20 wages due to quitting or discharged employees. Labor Code section 203 provides a penalty for the
21 willful failure to pay all wages due to an employee who is discharged under section 201 or quit
22 under § 202. This penalty consists of an amount equal to the sum of the employee's wages at the
23 employee's prior rate of pay, until the unpaid wages are paid, in an amount not to exceed the
24 equivalent of 30 days' pay.

25 74. As set forth in § 201, upon the end of the PLAINTIFF's and the CLASS'
26 employment, DEFENDANTS were obligated to pay all compensation earned and unpaid at the
27 time of termination. DEFENDANTS failed to do so.

28 75. At the time of termination of the PLAINTIFF and the CLASS, DEFENDANTS
failed to timely pay the PLAINTIFF and the CLASS for all their hours worked, minimum wages,

1 and overtime compensation. DEFENDANTS are obligated to pay PLAINTIFF and the CLASS
2 waiting-time penalty equivalent to thirty (30) full working days' worth of wages. DEFENDANTS
3 violated 201-203 by willfully failing to pay all wages due to PLAINTIFF and the CLASS who have
4 been discharge or who have quit.

5 76. PLAINTIFF seeks costs, interest, disbursements, and attorneys' fees, as provided by
6 Labor Code §§ 218.5 and 218.6, 1194(a), under PAGA and any other relevant statutes.

7 **SEVENTH CAUSE OF ACTION**
8 **FAILURE TO PAY ALL WAGES TIMELY DURING EMPLOYMENT IN**
9 **VIOLATION OF LABOR CODE §§ 201.3, 210**
10 **(Against All DEFENDANTS)**

11 77. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs
12 as though fully set forth in this cause of action, and incorporates them by reference, and further
13 alleges:

14 78. Lab. Code § 201.3(b) provides that "if an employee of a temporary services
15 employer is assigned to work for a client, that employee's wages are due and payable no less
16 frequently than weekly, regardless of when the assignment ends, and wages for work performed
17 during any calendar week shall be due and payable not later than the regular payday of the
18 following calendar week. A temporary services employer shall be deemed to have timely paid
19 wages upon completion of an assignment if wages are paid in compliance with this subdivision.

20 79. Lab. Code § 210(a) provides "[i]n addition to, and entirely independent and apart
21 from, any other penalty provided in this article, every person who fails to pay the wages of each
22 employee as provided in Sections 201.3 shall be subject to a penalty as follows:

23 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each
24 employee.

25 (2) For each subsequent violation, or any willful or intentional violation, two hundred
26 dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount
27 unlawfully withheld."

28 80. DEFENDANTS intentionally refused to comply with Lab Code §201.3.

81. PLAINTIFF seeks all available remedies for DEFENDANTS' violations including,
but not limited to, any and all wages due, and applicable penalties, attorney's fees, costs and
injunctive relief.

EIGHTH CAUSE OF ACTION
INJUNCTIVE RELIEF
(Against All DEFENDANTS)

82. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporates them by reference, and further alleges:

83. DEFENDANTS unlawful conduct of failing to comply with California law, including but not limited to, Cal. Lab. Code §§ 510, 246 threatens real and immediate harm to PLAINTIFF, Aggrieved, Employees, and the CLASS who will suffer irreparable harm.

84. PLAINTIFF is therefore entitled to an order restraining and ordering DEFENDANTS, representatives, attorneys, servants, and agents from further harm pending final judgment on this matter.

NINTH CAUSE OF ACTION
UNFAIR BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS AND
PROFESSIONS CODE §§ 17200-17208
(AGAINST ALL DEFENDANTS)

85. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporates them by reference, and further alleges:

86. The foregoing conduct, as alleged, violates the California Unfair Competition Law (“UCL”), Cal. Bus. & Prof. Code § 17200 et seq. Section 17200 of the Cal. Bus. & Prof. Code prohibits unfair competition by prohibiting, inter alia, any unlawful or unfair business acts or practices.

87. Throughout the course of PLAINTIFF’s employment, DEFENDANTS committed acts of unfair competition, as defined by the UCL, by, among other things, engaging in the acts and practices described herein, including but not limited to, failing to pay employees at the rate of no less than one and one-half times the regular rate of pay, which includes bonuses pursuant to Lab. Code § 510; failing to pay employees paid sick time under Cal. Lab. Code 246 at the regular rate of pay for the workweek in which the employee uses paid sick time; failing to provide accurate itemized wage statements for each pay period; failing to pay employees the applicable minimum

1 wage; failing to pay employees for all hours worked; and failing to pay wages upon termination of
2 employment.

3 88. DEFENDANTS' conduct as herein alleged has damaged the PLAINTIFFS and
4 therefore was substantially injurious to the PLAINTIFF and the CLASS.

5 89. DEFENDANTS' course of conduct, acts, and practices in violation of the California
6 laws mentioned herein constitute a separate and independent violation of the UCL.
7 DEFENDANTS' conduct described herein violates the policy or spirit of such laws or otherwise
8 significantly threatens or harms competition. PLAINTIFF seeks disgorgement in the amount of the
9 respective unpaid wages and equity and such other legal and equitable relief from DEFENDANTS'
10 unlawful and willful conduct as the Court deems just and proper.

11 90. WHEREFORE, PLAINTIFF requests the relief as described below.

12
13 **TENTH CAUSE OF ACTION**
14 **PENALTIES, PURSUANT TO LABOR CODE § 2699 FOR VIOLATIONS OF**
15 **LABOR CODE §§ 200, 510, 1198, 558, 1194, 226.7, 512, 201, 202, 203, 201.3, 210, 226,**
16 **226.3, 246, 246.5(a), 247.5, 233, and 2810.5.**
17 **(AGAINST ALL DEFENDANTS)**

18 91. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs
19 as though fully set forth in this cause of action, and incorporates them by reference, and further
20 alleges:

21 92. Cal. Labor Code § 2698 et seq., the Labor Code Private Attorney General Act of
22 2004 expressly establishes that any provision of the Cal. Labor Code which provides for a civil
23 penalty to be assessed and collected by the Labor and Workforce Development Agency, or any of
24 its departments, divisions, commissions, boards agencies or employees for a violation of the Cal.
25 Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf
26 of himself or herself, and collectively on behalf of all other current or former employees.

27 93. Whenever the Labor and Workforce Development Agency, or any of its
28 departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil
penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same
limitation and conditions, to assess a civil penalty.

1 94. PLAINTIFF, and the CLASS of “aggrieved employees”, as defined by Cal. Labor
2 Code § 2699, who are all current and former employees of DEFENDANTS, and against them one
3 or more of the alleged violations was committed.

4 95. Having complied with the Notice and administrative provisions of PAGA,
5 PLAINTIFF holds a right to bring an action on behalf of himself and other employees acting as a
6 proxy of the LWDA. Pursuant to Labor Code § 2699 et seq., PLAINTIFF seeks to recover civil
7 penalties for which DEFENDANTS are liable as a result of violations of the Labor Code, as set
8 forth in this Complaint and the Labor Code Private Attorney General Notice attached hereto as
9 Exhibit “1” and incorporated by reference including, but not limited to, violations of Labor Code
10 §§ 200, 510, 1198, 558, 1194, 226.7, 512, 201, 202, 203, 201.3, 210, 226, 226.3, 246, 246.5(a),
11 247.5, 233, and 2810.5.

12 96. As a result of the violations alleged herein, PLAINTIFF, individually and on behalf
13 of all aggrieved employees in their capacity as private attorneys general seeks penalties under
14 Labor Code § 2699(f), which states in relevant part:

15 For all provisions of this code except those for which a civil penalty is specifically
16 provided, there is established a civil penalty for a violation of these provisions as follows:
17 ... (2) If, at the time of the alleged violation, the person employs one or more employees,
18 the civil penalty is one hundred dollars (\$100.00) for each aggrieved employee per pay
period for the initial violation and two hundred dollars (\$200.00) for each aggrieved
employee per pay period for each subsequent violation.

19 97. To the extent that any violation alleged herein does not carry penalties under Cal. Labor
20 Code § 2699(a), PLAINTIFF seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for
21 PLAINTIFF and each member of the CLASS for each pay period in which they were aggrieved, in
22 the amounts established by Cal. Lab. Code § 2699(f).

23 98. For each such violations, PLAINTIFF and all other aggrieved employees are entitled to
24 penalties in an amount to be shown at the time of trial. The penalties will be allocated 75% to
25 LWDA, and 25% to the CLASS, (i.e., affected employees.)

26 99. Pursuant to Cal. Labor Code §§2699(g)(1) PLAINTIFF and aggrieved employees are
27 entitled to seek and recover reasonable attorneys’ fees and costs.

28 100. PLAINTIFF, on behalf of himself and the CLASS, requests relief through PAGA as

described herein and below.

DEMAND FOR JURY TRIAL

PLAINTIFF, hereby, demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, on behalf of himself, the CLASS, and Aggrieved Employees prays for relief and judgment against DEFENDANTS, jointly and severally, as follows:

1. For an Order certifying the proposed CLASS and/or any other appropriate subclasses under CCP § 382;
2. For an Order appointing PLAINTIFF as the representative of the CLASS;
3. For an Order appointing counsel for PLAINTIFF as counsel for the CLASS;
4. For a finding that DEFENDANTS violated the provisions of the California Labor Code, including but not limited to, §§ 201.3, 201-203, 226, 226.3, 226.7, 510, 512, 1194, 1198, 2699, *et seq.* as to PLAINTIFF and the CLASS;
5. That the Court declare, adjudge, and decree that DEFENDANTS violated California Business and Professions Code §§ 17200 *et seq.* as alleged herein;
6. That the Court make an award to PLAINTIFF and the CLASS of damages for the amount of unpaid wages, including interest thereon and penalties, in amounts to be proven, in a formulaic manner, at trial;
7. For special damages, according to proof;
8. For actual damages pursuant to Labor Code § 226(e);
9. For reasonable attorneys' fees as provided by statute, including but not limited to California Code of Civil Procedures § 1021.5 and California Labor Code §§ 218.5, 226, 1194;
10. For penalties as permitted under California Labor Code for violations of each of the sections identified herein, including but not limited to §§210, 225.5, 226, 226.3, 1174.5, and 558;
11. For waiting time penalties and other penalties according to proof pursuant to California Labor Code section 203 for all employees who have left DEFENDANTS' employment;
12. For injunctive relief, including but not limited to, pursuant to California Labor Code section 226(h);

13. For cost of suit herein;

14. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from DEFENDANTS and determined to have been wrongfully acquired by DEFENDANTS as a result of violations of California Business & Professions Code sections 17200 et seq.;

15. For disgorgement of all monies which DEFENDANTS have illegally gained;

16. For an award of additional hour of pay at the regular rate of compensation pursuant to Labor Code §226.7(b) for each meal and rest period not in compliance with the applicable Wage Order of the IWC;

17. For penalties and subsequent violation of a section of Chapter 1 of Labor Code, Div. 2, Part 2, or any provision regulating hours and days of work in any Order of the IWC for each underpaid employee for each pay period for which the employee was underpaid, in addition to an amount sufficient to recover the underpaid wages to be paid to each affected employee pursuant to Labor Code §558;

18. For an accounting to determine all money wrongfully obtained and held by DEFENDANTS;

19. For all other Orders, findings, and determinations identified and sought in this Complaint and/or the Court finds just and proper;

20. For prejudgment interest, and post judgment interest, according to proof;

21. For penalties according to the schedule as laid out in PAGA: for any initial violation, one hundred (\$100) dollars for each aggrieved employee per pay period; two hundred (\$200) dollars for each aggrieved employee per pay period for any subsequent violation, and reasonable attorneys' fees and costs pursuant to California Labor Code § 2699;

22. For any other such relief as the Court deems just and proper due to the misconduct committed by the DEFENDANTS as alleged in this Complaint.

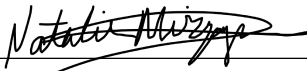
23. PLAINTIFF reserves the right to amend her prayer for relief.

Dated: November 17, 2022

Respectfully submitted,

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MIRZAYAN LAW, APLC

By: 

Natalie Mirzayan, Esq.
Attorney for Plaintiff
DOMINGO MURCHISON

EXHIBIT 1

LAW OFFICES OF NATALIE MIRZAYAN

December 3, 2021



VIA ONLINE FILING

Labor & Workforce Development Agency

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA CERTIFIED MAIL

GREGORY FIELDING

374 James Bowie Court

Alamo, California 94507

REGISTERED AGENTS, INC.

1401 21ST ST, STE R

SACRAMENTO CA 95811

MVP EVENT PRODUCTIONS, LLC, dba

MVP EVENT STAFFING

160 Alamo Plaza 486

Alamo, California 94507

Re: **Notification of Labor Code Private Attorney General Action, Labor Code 2698 et. seq. Against MVP Event Production, LLC., dba MVP Event Staffing; and Gregory Fielding.**

This notification is provided in advance of a civil action under Labor Code Private Attorney General Act of 2004, ("PAGA"). This office represents Mr. Domingo Murchison ("Mr. Murchison" or "Plaintiff") who was employed by MPV Event Productions, LLC, dba MVP Event Staffing ("MVP Event Staffing"), and Gregory Fielding ("Fielding") (collectively referred to as "Defendants") approximately from August 2021 until October 2021. This letter is a notice and a request pursuant to California Labor Code §2699.3 that your agency investigates the claims alleged herein. If the agency does not intend to investigate the alleged violations, we specifically and respectfully request that you notify our office.

This Action is brought by Mr. Murchison on behalf of himself and other similarly situated and aggrieved current and former employees in California ("Aggrieved Employees") working for Defendants. Plaintiff was classified as a non-exempt, hourly paid employee who worked for Defendants at various locations, including but not limited to, Angel Stadium of Anaheim, in Anaheim, California, County of Orange.

MVP EVENT STAFFING provides festival and event temporary staffing services by supplying employees to perform services for clients or customers of MVP EVENT STAFFING at various

26632 Towne Centre Drive, Ste. # 300
Foothill Ranch, CA 92610
(949)-285-3550
mirzayanlaw@outlook.com

venues throughout California. MVP EVENT STAFFING negotiates with clients and customers for matters such as the time and place where the services of the Plaintiff and the Aggrieved Employees are/were to be provided, the type of work, the working conditions, and the quality and price of the services. MVP EVENT STAFFING determines assignment or re-assignments of the Plaintiff and the Aggrieved Employees; retains the authority to assign or reassign the Plaintiff and the Aggrieved Employees to another client or customer; sets the rate of pay for the Plaintiff and the Aggrieved Employees; pays Plaintiff and the Aggrieved Employees from its own account via Onpay platform; and retains the right to hire and terminate the Plaintiff and the Aggrieved Employees. Plaintiff and Aggrieved Employees would be assigned to various event locations contracted by Defendants. Plaintiff held various positions working for Defendants including "Stand Worker" (a cashier), taking event attendees' food and beverage orders, and also preparing food in the kitchen based on Defendants' assignment and direction.

Defendants hired the Plaintiff to provide services to MVP EVENT STAFFING clients and required Plaintiff and the Aggrieved Employees to work for Defendants promising them payment of hourly wages. Plaintiff was promised \$20.00 per hour on a W2 basis; however, Defendants intentionally failed to pay the Plaintiff and the Aggrieved Employees despite repeated attempts by the Plaintiff seeking payment for his earned wages.

Defendants also promised the Plaintiff and the Aggrieved Employees that they would receive a \$100.00, a non-discretionary bonus, if they worked two (2) or more days for Defendants. Plaintiff in fact worked more than 2 days for Defendants and was entitled to receive his bonus, which he did not receive.

Plaintiff would work more than 10 hours per day, usually between 12 p.m. to 10 p.m. Defendants knew or should have known that Plaintiff and Aggrieved Employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done. In violation of the California Labor Code, Plaintiff and Aggrieved Employees were not paid at least minimum wages for work done because Defendants refused to pay them.

Defendants are well aware of the number of hours worked by the Plaintiff and the Aggrieved Employees because Defendants required the Plaintiff and the Aggrieved Employees to submit timesheets, which Defendants received from their client/venue, and reconciled those timesheets to make sure they match their records. Also, when Plaintiff and the Aggrieved Employees reported to the designated parking zones for staffer employees per Defendants' direction (usually red parking zones), Defendants marked their presence on Defendants' iPad as well as their timesheets before permitting Plaintiff and the Aggrieved Employees to proceed to their work assignments. Plaintiff and the Aggrieved Employees were not compensated for the time waiting in line to be check-in and assigned to a supervisor.

Additionally, Defendants failed to pay Plaintiff and the Aggrieved Employees for paid sick leave at the employee's regular rate of pay regular rate of pay, which includes hourly and non-hourly pay, such as non-discretionary bonuses. The amount of earned but unpaid bonuses that the Plaintiff was

entitled to receive constitute “wages” within the meaning of § 200 of the California Labor Code because Plaintiff was promised additional compensation as an incentive for the performance of such services to the benefit of the Defendants. Defendants unjustly reaped the benefits of the services and labor performed by Plaintiff and the Aggrieved Employees but failed to pay them for their labor.

Defendants knew or should have known that Plaintiff and the Aggrieved Employees were entitled to meal periods in accordance with the Labor Code or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and the Aggrieved Employees were not provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

Defendants knew or should have known Plaintiff and the Aggrieved Employees were entitled to rest periods in accordance with the Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with a compliant rest period and that Plaintiff and the Aggrieved Employees were not provided compliant rest periods or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided a compliant rest period.

The Action would seek to recover penalties for the following Labor Code Violations as detailed below, based on the facts alleged above:

Labor Code §§ 200, 510, 1198, 558 Payment for Overtime:

California Labor Code § 510 codifies the right to overtime compensation and provides, in pertinent part:

“Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.”

California Labor Code § 1194, in pertinent part, provides:

“Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees and cost of the suit.”

California Labor Code § 1198, in pertinent part, provides:

“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the

order or under conditions of labor prohibited by the order is unlawful.”

Defendants engaged in a policy and practice of suffering their employees to work more than 8 hours per day and/or forty hours in a work week by failing to compensate them overtime and double time as required by law. Therefore, Plaintiff and Aggrieved Employees were entitled to receive certain wages for overtime compensation but were not properly paid for overtime hours.

Additionally, Defendants failed to properly calculate Plaintiff’s regular rate of pay for purposes of overtime compensation because the value of employee’s non-discretionary bonuses were not included in the calculation of the Plaintiff’s regular rate of pay in violation of Cal. Lab. Code § 510.

Defendants also violated Labor Code § 200, by failing to pay Plaintiff and Aggrieved Employees their non-discretionary bonuses. Labor Code § 200 defines wages as,

- (a) “Wages” includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation.
- (b) “Labor” includes labor, work, or service whether rendered or performed under contract, subcontract, partnership, station plan, or other agreement if the labor to be paid for is performed personally by the person demanding payment.

The amount of earned but unpaid bonuses that the Plaintiff was entitled to receive constitute “wages” within the meaning of § 200 of the California Labor Code because Plaintiff was promised additional compensation as an incentive for the performance of such services to the benefit of the Defendants. Defendants unjustly reaped the benefits of the services and labor performed by Plaintiff and aggrieved Employees but failed to pay them for their labor.

Labor Code §§ 226.7 and 512: Defendants violated Labor Code § 226.7 which requires employers to provide a ten-minute rest period during each four-hour of work or major fraction thereof. Defendants further violated Labor Code § 226.7 and 512 by failing to provide Plaintiff and all other similarly situated and Aggrieved Employees with a meal period of not less than 30 minutes for each work period more than 5 hours per day and a second meal period of not less than 30 minutes for a work period of more than 10 hours-day. The meal period must be provided prior to the 5th hour of work.

California Labor Code sections 226.7 and 512 require employers to pay an employee one additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. Defendants required Plaintiff and other Aggrieved Employees to work during meal and rest periods and failed to compensate them properly for missed meal and rest periods, including but not limited to, failing to pay them any premium pay at their regular rate of pay which includes the non-discretionary bonus, additional wages, and/or penalties.

Labor Code §§ 201, 202, 203: California Labor Code section 201 provides that if an employer discharges an employee, the employee's wages that have been earned and are unpaid at the time of discharge shall be paid immediately. Labor Code § 202 provides that if an employee quits, his or her wages become due no later than 72 hours thereafter or if an employee gives 72-hours previous notice of his or her intention to quit, the employees' wages are due at the time of quitting. Labor Code §203 provides that if the employer willfully fails to pay any wages of an employee who is discharged or who quits, the employee's wages shall continue as a penalty from the due date of the payment of wages, at the same rate, until such wages paid, or an action commenced, but not more than 30 days. Defendants willfully failed to provide Plaintiff and the Aggrieved Employees with all wages due and owing, including all regular and overtime wages, and meal and rest period premium wages as specified by Labor Code §§ 201 and 202, as alleged herein.

Defendants did not pay Plaintiff, and all similarly situated Aggrieved Employees' wages were due when Defendants terminated their employment. Defendants willfully failed and refused, and continue to willfully fail and refuse, to timely pay compensation and wages, including overtime payments, and premiums for meal and rest periods, and non-discretionary bonuses as described above. As a result, Defendants are liable for wages due, interest, and waiting time penalties, any other statutory penalties, other damages together with attorneys' fees and costs.

Lab Code §§201.3, and 210: Lab. Code § 201.3(b) provides that "if an employee of a temporary services employer is assigned to work for a client, that employee's wages are due and payable no less frequently than weekly, regardless of when the assignment ends, and wages for work performed during any calendar week shall be due and payable not later than the regular payday of the following calendar week. A temporary services employer shall be deemed to have timely paid wages upon completion of an assignment if wages are paid in compliance with this subdivision."

Lab. Code § 210(a) provides "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3 shall be subject to a penalty as follows:

- (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
- (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

Defendants intentionally refused to comply with Lab Code §201.3; therefore, subject to penalties.

Labor Code §§ 226, and 226.3: Labor Code 226 requires employers to maintain accurate records for each employee's hours of work and to provide each employee with an accurate wage statements in writing setting forth, among other things: gross wages earned; total hours worked by the employee; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, all deductions made, and the name and address of the legal entity of the employer

Defendants engage in a policy and practice of willfully and intentionally failing to furnish their employees with accurate itemized wage statements in compliance with the statutory requirement of §226(a). During the Relevant Time Period, Defendants knowingly and intentionally failed to provide to the Plaintiff and the Aggrieved Employees, the above described writing required by Labor Code § 226 through actions alleged herein, including a failure to provide total hours worked, the correct applicable hourly rate, and all wages earned.

All the above violations, were suffered by Plaintiff and all other similarly situated and Aggrieved Employees working for Defendants in California daily as a result of Defendants' uniform policies and practices, and managerial instructions. Defendants knowingly, intentionally and willfully refused and continue to refuse to comply with California law.

Labor Code §§ 246(a), 246(i), 246.5(a), 247.5 and 233: Labor Code 246(a) requires an employer to provide employees that work in California on or after July 1, 2015, for 30 or more days within a year from the commencement of employment, paid sick days to accrue at a rate of not less than one hour per every 30 hours worked. or in the alternative must comply with the requirements of section 246(b)(3).

Section 246(i) requires an employer to provide an employee with written notice that sets forth the amount of paid sick leave *available*, or PTO leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement as described in Section 226 or in a separate writing provided on the designated pay date with the employees' payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or the employee's itemized wage statement "unlimited."

Section 246(l) provides: For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

- (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.
- (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

Defendants failed to comply with Labor Code § 246(l)(1)-(2), by failing to pay Aggrieved Employees paid sick leave at the employee's regular rate of pay, which is based on a weighted average of all rates the employee earned, including bonuses. Employers may calculate the regular rate of pay either based on the workweek in which the employee uses sick leave or by using a 90-day look back period; Defendants failed to do so.

Lab Code § 247.5: Defendants failed to maintain records documenting Plaintiff's and the Aggrieved Employees accrued and used sick leave in violation of Labor Code § 247.5(a).

Specifically, Labor Code Labor Code § 247.5 states:

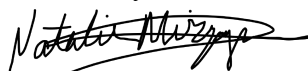
(a) An employer shall keep for at least three years records documenting the hours worked and paid sick days accrued and used by an employee, and shall allow the Labor Commissioner to access these records pursuant to the requirements set forth in Section 1174. An employer shall make these records available to an employee in the same manner as described in Section 226. If an employer does not maintain adequate records pursuant to this section, it shall be presumed that the employee is entitled to the maximum number of hours accruable under this article, unless the employer can show otherwise by clear and convincing evidence.

Labor Code § 2810.5: The California Wage Theft Prevention Act of 2011 ("WTPA") became effective on January 1, 2012. Among other provisions, the WTPA adds section 2810.5 to the California Labor Code. The act requires that all employers provide each employee with a written notice containing specified information. The notice must be in the language the employer normally uses to communicate employment-related information to the employee. Specifically, employers are required to provide each employee, at the time of hiring, with a written notice containing the following information: (1) the rate or rates of pay "and basis thereof," whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable; (2) allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances; (3) the regular payday designated by the employer in accordance with the requirements of the Labor Code; (4) the name of the employer, including any "doing business as" names used by the employer; (5) the physical address of the employer's main office or principal place of business, and a mailing address, if different; (6) the telephone number of the employer; (7) the name, address, and telephone number of the employer's workers' compensation insurance carrier; and (8) any other information the Labor Commissioner deems material and necessary.

Plaintiff was a non-exempt employee entitled to notice pursuant Cal. Lab. Code § 2810.5. Cal. Labor Code § 2810.5 is aimed at informing employees about such fundamental and material information concerning their pay and rates of pay under an employment relationship. Defendants willfully, and intentionally failed to comply with the requirements of Cal. Lab. Code § 2810.5.

The purpose of this letter is to satisfy the requirements created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned violations. We look forward to hearing from you whether the agency intends to take any action in reference to these violations.

Sincerely,

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

Natalie Mirzayan, Esq.

Attorney for Domingo Murchison and Aggrieved
Employees

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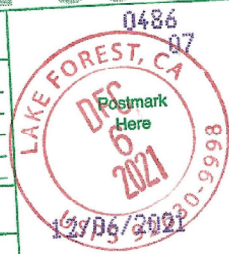
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