

March 27, 2025

VIA ON-LINE SUBMISSION ONLY TO:

<https://dir.tfaforms.net/128> (copy by certified mail to all Defendants)

Private Attorneys General Act
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LWDA No.

**Re: Labor Code § 2698, et seq. Penalties – PAGA Notice Letter to the LWDA
*Lamar v. Wyndham Vacation Resorts, Inc., et al.***

Gentlepersons:

This office represents Plaintiff Salinda Lamar (“Plaintiff”) and other similarly situated aggrieved non-exempt employees (collectively “Aggrieved Employees”) for violations of California Labor Code §§ 201, 202, 203, 204, 212, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3, 245 et seq., 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, et seq. and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 et seq.



The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et. seq.* (“the Act”). Plaintiff would like to bring a representative action, pursuant to the Act, on behalf of herself and all other similarly situated Aggrieved Employees, and the State of California, against Defendants Wyndham Vacation Resorts, Inc., Wyndham Destinations, Wyndham Vacation Ownership, Wyndham Vacation Ownership Inc., and DOES 1 through 50 inclusive (all defendants being referred to herein collectively as “Defendants”).

Additionally, this correspondence will serve to satisfy the notice requirements under the Act, along with a copy of Plaintiff’s Class Action Complaint, which is attached to this Notice letter. The Complaint is being concurrently filed in Lake County Superior Court and will be assigned a local case number. The Complaint allegations and claims are incorporated into this Notice Letter.

We also set forth herein the facts and theories and the California Labor Code violations which Defendants engaged in with respect to Plaintiff and all of their Aggrieved Employees in California. The attached Class Action Complaint provides the details of Plaintiff’s class-wide claims and claims under the Act, and the applicable California law governing them. It, along with this Notice Letter, addresses in detail numerous violations that subject Defendants to civil and statutory penalties under the Act.

Relevant Facts

Aggrieved Employees were employed by Defendants as non-exempt employees within the state of California within the statutory time period who suffer or suffered from the same wage and hour violations outlined below. Defendants had a common policy and/or practice of failing to pay Aggrieved Employees minimum wages for all hours worked.

Additionally, Aggrieved Employees were not paid for the time that they worked “pre-shift” without compensation by undergoing temperature checks, waiting in line to clock in, and folding laundry and assisting guests. Plaintiff and Employees were also not paid for the time they worked “post-shift” helping guests and co-workers and waiting for the next shift to arrive after clocking out. In addition, Plaintiff and Employees worked off-the-clock answering Slack and Teams messages. Plaintiff and Employees also worked off-the-clock during meal periods. Thus, Aggrieved Employees were required to work hours, under the control of Defendants, without wages.

Because of the foregoing understatement of hours worked, Defendants also failed to pay Plaintiff and Aggrieved Employees proper overtime wages. Plaintiff and Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week. However, Plaintiff and Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above, was worked by Aggrieved Employees in excess of 8 hours a day and/or 40 hours a week, further entitling Aggrieved Employees overtime wages which they were consistently denied, all in violation of Labor Code and applicable Wage Orders.

Additionally, Defendants did not pay Aggrieved Employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Aggrieved Employees nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Aggrieved Employees worked overtime and received nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required. Plaintiff also contends that Defendants failed to pay Aggrieved Employees all wages due and owing by failing to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay for overtime, double time, and meal and rest break premiums.

Additionally, Defendants also paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which sick pay and vacation pay were calculated and paid. Similarly, Defendants failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay sick pay and vacation pay.

Defendants had a common policy and/or practice of denying Plaintiff and Aggrieved Employees proper meal periods. Specifically, Plaintiff and Aggrieved Employees were required to work through their meal periods. Also, meal periods that Plaintiff and Aggrieved Employees did take, were late or interrupted, all in violation of Labor Code and applicable Wage Orders. Similarly, Plaintiff and Aggrieved Employees were required to work in excess of ten (10) hours a day, without ever receiving a second meal compliant period, all in violation of Labor Code and applicable Wage Orders. Defendants also paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid. Similarly, Defendants failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay meal break premiums.

Defendants have consistently failed to provide Plaintiff and Aggrieved Employees with paid rest breaks of not less than 10 minutes for every work period of 4 or more consecutive hours, as required by the Labor Code. Defendants also paid nondiscretionary commissions, incentive pay, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid. Similarly, Defendants failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay rest break premiums.

Defendants had a common policy and practice of failing to reimburse Plaintiff and Aggrieved Employees for necessary business expenditures incurred in execution of their duties under Defendants' employ. Defendants have failed to reimburse Plaintiff and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including the cost of cellphone usage and tools such as pens and binders, which were necessary to perform their duties under Defendants' employ.

Defendants consistently failed to issue accurate itemized wage statements as required by Labor Code § 226(a). Specifically, Defendants failed to provide Employees with accurate itemized wage statements in writing, as required by the Labor Code. Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses earned, and the total amount of compensation of Aggrieved Employees. Additionally, the wage statements given to Aggrieved Employees failed incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay for overtime, double time, sick pay, vacation pay, and meal and rest break premiums. Furthermore, Aggrieved Employees' wage statements did not include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226 (a)(9). Furthermore, the wage statements given to Aggrieved Employees failed to accurately specify the name and address of the employer as required under the law as the wage statements provided to Aggrieved Employees name an entity that is not registered with the California Secretary of State's Office despite the fact all businesses that wish to conduct business in California need to register with the California Secretary of State's Office. The wage statements provided to Aggrieved Employees were confusing and required Aggrieved Employees to refer to outside sources to verify whether their pay was correct, potentially resulting in a miscalculation by the Aggrieved Employees. Moreover, the wage statements given to Aggrieved Employees failed to accurately account for unpaid wages, overtime, and premium pay for deficiently provided meal periods and rest breaks.

Defendants also had a common policy and/or practice of unlawfully collecting or deducting wages from Aggrieved Employees. Defendants unlawfully removed and/or collected wages from Aggrieved Employees when paying Aggrieved Employees in violation of Labor Code § 221. Defendants' common policy and/or practice of understating the hours worked by Aggrieved Employees has given rise to further ongoing violations of Labor Code § 221.

Defendants failed to pay Plaintiff and Aggrieved Employees, with an order, check, draft, note, memorandum, or other acknowledgment of indebtedness that was payable on demand, without discount at some established place of business in the state. Defendants issued pay cards to Aggrieved Employees for wages earned. These pay cards were useable for a fee and did not have a provision for use and payment in California at no cost to the employee. Therefore, Defendants failed to provide Plaintiff and Aggrieved Employees with checks, drafts, notes, or other acknowledgements of indebtedness that were payable on demand without discount as required by Labor Code § 212, instead Defendants provided pay cards which required Plaintiff and Aggrieved Employees to incur fees to use, were not fully cashable, and were not usable at all financial institutions.

Moreover, Defendants failed to pay Aggrieved Employees all wages owed at the time of their termination or within seventy-two (72) hours of their resignation as required by Labor Code §§ 201-203. Defendants also consistently failed to pay Aggrieved Employees all wages due on a semi-monthly basis.

PAGA Claim Details, Legal Bases for Violations and Penalties:

As addressed above and in further detail in the attached Class Action Complaint, Plaintiff and the Aggrieved Employees complain of the following violations committed by Defendants:

Failure to Pay Minimum Wages

Defendants violated the law by failing to pay Aggrieved Employees minimum wages for all hours worked. California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The applicable minimum wages fixed by the commission for work during the relevant period is found in the Wage Orders.

In California, employees must be paid at least the then applicable state minimum wage for all hours worked, including under Labor Code § 1197, IWC Wage Order MW-2014, and paragraphs 2(K), 2(S), and 4(A)-4(C) of the applicable IWC Wage Orders. Paragraph 2(H) of the applicable IWC Wage Orders defines “Hours Worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Additionally, pursuant to Labor Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked. Defendants failed to do so.

California Labor Code § 1197, entitled “Pay of Less Than Minimum Wage” states: “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.” The minimum wage provisions of California Labor Code are enforceable by private civil action pursuant to Labor Code § 1194(a) which states: “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 costs of suit.”

As described in California Labor Code §§ 1185 and 1194.2, any action for wages incorporates the applicable Wage Order of the California Industrial Welfare Commission. Also, California Labor Code §§ 1194, 1197, 1197.1 and those Industrial Welfare Commission Wage Orders entitle non-exempt employees to an amount equal to or greater than the minimum wage for all hours worked. All hours must be paid at the statutory or agreed rate, or at the minimum rate in the absence of a contractually agreed upon one. The underpayment of wages to Aggrieved Employees is and has been a direct consequence of Defendants’ unlawful compensation policies and practices, which applied uniformly to the Aggrieved Employees working at locations and work sites throughout California.

Defendants thus failed to pay Employees minimum wages they were owed, including by their consistent policy of failing to pay Employees for all hours worked. Specifically, Aggrieved Employees were not paid for the time that they worked “pre-shift” without compensation by undergoing temperature checks, waiting in line to clock in, and folding laundry and assisting

guests. Plaintiff and Employees were also not paid for the time they worked “post-shift” helping guests and waiting for the next shift to arrive after clocking out. In addition, Plaintiff and Employees worked off-the-clock answering Slack and Teams messages. Thus, Plaintiff and Aggrieved Employees were required to work hours without wages. Additionally, Defendants did not pay Plaintiff and Aggrieved Employees at the applicable minimum wage for all hours worked. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Plaintiff and Aggrieved Employees.

In light of the forgoing, the Aggrieved Employees seek to recover wages and penalties. Aggrieved Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney’s fees and costs of suit pursuant to California Labor Code § 1194(a). Plaintiff and the other Aggrieved Employees further request recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment of any statutory and civil penalties against Defendants, in a sum as provided by the California Labor Code and/or other applicable statutes, including pursuant to Labor Code § 558, and Wage Order provisions. To the extent minimum wage compensation is determined to be owed to the Aggrieved Employees who have terminated their employment, Defendants’ conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also be entitled to waiting time penalties under California Labor Code § 203, which penalties are sought herein on behalf of these Aggrieved Employees. Defendants’ failure to timely pay all wages owed also violated Labor Code § 204 and resulted in violations of Labor Code § 226 because they resulted in the issuance of inaccurate wage statements. Defendants’ conduct as alleged herein was willful, intentional and not in good faith. Further, Plaintiff and other Aggrieved Employees are entitled to seek and recover statutory costs.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys’ fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Pay Wages and Overtime in Violation of Labor Code § 510

Defendants violated the law by failing to pay Plaintiff and Aggrieved Employees earned wages and overtime. Specifically, Plaintiff and Aggrieved Employees consistently worked in excess of eight (8) hours a day, and/or forty (40) hours a week. However, Plaintiff and Aggrieved Employees were not paid overtime wages for hours worked in excess of 8 hours a day. Moreover, the uncompensated time, discussed above including the time they worked “pre-shift” without compensation by undergoing temperature checks, waiting in line to clock in, and folding laundry and assisting guests. Plaintiff and Employees were also not paid for the time they worked “post-shift” helping guests and waiting for the next shift to arrive after clocking out. In addition, Plaintiff and Employees worked off-the-clock answering Slack and Teams messages. This caused Plaintiff and Aggrieved Employees to work in excess of 8 hours a day and/or 40 hours a week, further entitling Plaintiff and Aggrieved Employees to overtime wages which they were consistently denied, all in violation of Labor Code § 510 and applicable Wage Orders. Additionally, Defendants did not pay Aggrieved Employees the correct overtime rate for the

recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Aggrieved Employees nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate all remunerations, including nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Aggrieved Employees worked overtime and received nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than required. Similarly, Defendants failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay for overtime, double time, sick pay, vacation pay, and meal and rest break premiums.

Defendants have violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight hours in a workday or in excess of forty hours in any workweek or for the first eight hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve hours in any one day or for hours worked in excess of eight hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above and by under-reporting actual hours worked. With work shifts generally requiring eight hours or more of work on a given day, this unpaid off the clock work resulted in Aggrieved Employees working past eight hours on a shift or more than forty hours in a week, which required that they be paid at the correct overtime rate of 1.5 times their regular rate.

When considered in combination with the other wage violations addressed above, Aggrieved Employees were not properly compensated, nor were they paid overtime and double time rates for hours worked in excess of eight hours or twelve hours in a given day, and/or forty hours in a given week. Defendants did not make available to Aggrieved Employees a reasonable protocol for correcting time records when Aggrieved Employees worked overtime hours or to fix incorrect time entries or those that Defendants unlawfully under-recorded to the Aggrieved Employees' detriment. Defendants have also violated these provisions by requiring Plaintiff and other similarly situated Aggrieved Employees to work through meal periods or to otherwise work off the clock to complete their daily job duties.

In light of the forgoing, Aggrieved Employees seek to recover wages and penalties pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1174, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20. Defendants are liable to Aggrieved Employees for the full amount of all their unpaid wages and overtime compensation, with interest, plus their reasonable attorneys' fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Pay Vacation Wages

Pursuant to California Labor Code § 227.3, whenever a contract of employment or employment policy provides for paid vacation and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate in accordance with said contract of employment or policy respecting eligibility or time served. Defendants paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which vacation wages were calculated and paid. Defendants also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay vacation wages. Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 227.3. Plaintiff accordingly seeks this relief available for Defendants' violations of section Labor Code § 227.3 in connection with Aggrieved Employees and seeking the civil and statutory penalties available and applicable under Labor Code § 227.3, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Comply with Labor Code §§ 245 et seq. and 246

California Labor Code § 245 et seq. requires that Defendants provide paid sick time to Aggrieved Employees, including at the amount, terms, and rate of compensation set forth in said law. At times relevant, Defendants have failed to compute the amount due for paid sick time in conformance with the pay calculation under California Labor Code § 246(1). Defendants paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which sick pay was calculated and paid. Rather than calculating the amount of paid sick time due when sick time is used according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick leave to Aggrieved Employees at a lower rate, in violation of the law. As a result of Defendants' conduct, Defendants have violated California Labor Code §§ 245 et seq. and 246. Defendants also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay sick pay. Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 245 et seq. and 246. Plaintiff accordingly seeks this relief available for Defendants' violations of section Labor Code §§ 245 et seq. and 246 in connection with Aggrieved Employees and seeking the civil and statutory penalties available and applicable under Labor Code §§ 245 et seq., 246, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Meal-Period Liability Under Labor Code §§ 226.7 and 512 and Penalties

Defendants have regularly required Aggrieved Employees to work shifts in excess of five hours without providing them with uninterrupted meal periods of not less than thirty minutes as required under Labor Code §§ 226.7, 512, and paragraph 11 of the applicable Wage Orders. Specifically, Aggrieved Employees were forced to incur shortened meal periods, were provided with meal periods late and well after the fifth hour of work, could not be relieved to take their meal periods, or were interrupted during their meal periods or were otherwise not provided with the opportunity to take required meal periods.

On the occasions when Aggrieved Employees were provided with a meal period, it was often untimely or interrupted, in violation of the Labor Code and applicable Wage Orders. On shifts over ten hours, second meal periods were not provided. Defendants also failed to pay Aggrieved Employees “premium pay,” i.e. one hour of wages at each Aggrieved Employee’s effective regular rate of pay, for each meal period that Defendants failed to provide or deficiently provided, including by miscalculating any premium payments they did make. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each meal period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions. Defendants paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid. Defendants also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay meal break premiums. Therefore, Defendants also miscalculated the rate at which they paid any meal period or rest period premiums when Defendant did attempt to pay them, resulting in further violations of section 226.7.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2) and 2699.5, and also attorneys’ fees and costs pursuant to Labor Code § 2699(k)(1).

Rest-Break Liability Under Labor Code § 226.7 and Penalties

Defendants have consistently failed to provide Aggrieved Employees with paid and uninterrupted rest breaks of not less than ten minutes for every work period of four or more consecutive hours, as required under Labor Code § 226.7. In addition, Defendants paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Aggrieved Employees but Defendants failed to include these forms of remuneration in the regular rate of pay from which premium pay was calculated and paid. Defendants also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay rest break premiums. Therefore, Defendants also miscalculated the rate at which they paid any rest period premiums when Defendants did attempt to pay them, resulting in further violations of section 226.7.

Defendants also failed to pay Aggrieved Employees premium pay for each day on which requisite rest breaks were not provided or were deficiently provided, or miscalculated any premiums paid. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Order, Aggrieved Employees are entitled to damages in an amount equal to one hour of wages at their correctly calculated regular rate of compensation for each rest period not provided or deficiently provided, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code, including Labor Code § 558 and other applicable statutes and Wage Order provisions.

Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Reimburse for Necessary Business Expenditures in Violation of Labor Code § 2802

Defendants have consistently required Plaintiff and Aggrieved Employees to incur necessary business expenses in the execution of their duties under Defendants' employ. Specifically, Defendants have failed to reimburse Plaintiff and Aggrieved Employees for expenses necessarily incurred in the performance of their job duties for Defendants including the cost of cellphone usage and tools, such as pens and binders, which were necessary to perform their duties under Defendants' employ in violation of Labor Code § 2802. Defendants systematically and uniformly failed to reimburse those lawful and necessary work-related expenses or losses incurred in direct discharge of their job duties during employment with Defendants and at the direction of the Defendants pursuant to Labor Code § 2802(a) and the applicable IWC Wage Orders, paragraph 9. Defendants are liable for PAGA penalties resulting from their failure to reimburse necessary business expenses incurred by the Aggrieved Employees. Accordingly, Aggrieved Employees are entitled to recover, and hereby seek through this Representative Action, all civil and statutory penalties authorized for violations of California Labor Code §§ 1198 and 2802, and Section 9(B) of the applicable IWC Wage Orders, and Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code §§ 2802 and 2699(f)(2), and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Issue Accurate and Itemized Wage Statements in Violation of Labor Code § 226

California Labor Code § 226(a) requires an employer to furnish each employee with an accurate, itemized wage statements in writing. These statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a), Aggrieved Employees suffered injuries, including among other things confusion over whether they received all wages owed them, the difficulty and expense involved in reconstructing pay records, and forcing them to make mathematical computations to analyze whether the wages paid in fact compensated them correctly for all hours worked.

Defendants failed to provide Aggrieved Employees with accurate itemized wage statements in writing, as required by the Labor Code. The wage statements given to Aggrieved Employees, by Defendants, failed to accurately account for wages, overtime, and premium pay for deficiently provided meal periods and rest breaks. Additionally, Defendants failed in their affirmative obligation to keep accurate records of the correct overtime wages based on proper regular rate calculations that included nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses earned. The wage statements given to Aggrieved Employees by Defendants also failed incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay for overtime, double time, sick pay, vacation pay, and meal and rest break premiums. Furthermore, Aggrieved Employees' wage statements did not include: the total hours

worked in violation of Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each such rate in violation of Labor Code § 226(a)(9). Furthermore, the wage statements given to Aggrieved Employees failed to accurately specify the name and address of the employer as required under the law as the wage statements provided to Aggrieved Employees name an entity that is not registered with the California Secretary of State's Office despite the fact all businesses that wish to conduct business in California need to register with the California Secretary of State's Office. The wage statements provided to Aggrieved Employees were confusing and required Aggrieved Employees to engage in discovery and refer to outside sources to verify whether their pay was correct and potentially resulting in a miscalculation by the Aggrieved Employees.

In light of these violations, and pursuant to Labor Code §§ 226(a) and 226(e) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, Aggrieved Employees are entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an award of costs and reasonable attorneys' fees.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ..."

Failure to Timely Pay Wages in Violation of Labor Code § 204

In failing to pay Aggrieved Employees wages, overtime, premium pay, etc., and failing to provide them with checks and wage statements, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as well as the meal and rest periods taken by Aggrieved Employees, as required by Labor Code § 1174 and the applicable IWC wage orders.

Defendants also required Aggrieved Employees to work hours off the clock for which they were not compensated, including during interrupted or otherwise on-duty meal and rest periods. Defendants also failed to pay all overtime premium wages owed for work conducted on a work shift and a workday or miscalculated these premiums by not including all forms of remuneration in the regular rate, as addressed above. Therefore, when Aggrieved Employees received wage

statements and pay checks, they did not compensate all hours worked on a timely basis, resulting in Defendants' systematic failure to pay all wages owed to Aggrieved Employees twice monthly in accordance with the requirements of Labor Code § 204. Additionally, by not providing wage statements as required under section 204, Defendants systematically violated Labor Code §§ 204. and 226. In addition, Defendants failed to pay Plaintiff and Aggrieved Employees not more than seven calendar days following the close of the payroll period.

Given the above described off the clock work, Plaintiff was not paid at the correct overtime rate for all hours she worked after eight hours into a shift or over forty in a work week and was not paid all double time owed either. Defendants' uniformly applied payroll policies and practices thus resulted in further systematic and ongoing violations of the requirements of Labor Code § 204.

In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties, interest, fees and costs pursuant to Labor Code §§ 201.3, 210, 218.5, 558, and 1194. In failing to pay Aggrieved Employees minimum wages and overtime, by not providing proper meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay Employees wages upon termination or timely upon resignation, all discussed above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as required under Labor Code § 204. Defendants also failed to maintain records showing accurate hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code § 1174 and paragraph 7 of the applicable IWC Wage Orders, entitling Aggrieved Employees to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 203, 204, 2926, 2927, and 2699.5 seeking all civil penalties available and applicable under Labor Code §§ 204, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Unlawfully Collecting or Receiving Wages in Violation of Labor Code § 221

Labor Code § 221 provides, "It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee." As discussed above, Defendants have violated Labor Code § 221 by unlawfully collecting or deducting the Employees' earned wages. Defendants also had a common policy and/or practice of unlawfully collecting or deducting wages from Aggrieved Employees. As discussed above, Defendants unlawfully received and/or collected wages from Aggrieved Employees when paying them their wages via wire transfer. In light of the foregoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code § 558. Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194, 2699(f)(2), and 2699.5, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Pay Wages Due, Negotiable and Payable in Cash on Demand in Violation of Labor Code §§ 212 and 225.5

Labor Code § 212 provides that wages shall be paid on demand and without discount. In violation of Labor Code § 212, Defendants knowingly and willfully failed to issue Plaintiff and Aggrieved Employees wages payable on demand, “without discount.” Defendants issued Plaintiff and Aggrieved Employees wages by pay cards. These pay cards were useable for a fee and did not have a provision for use and payment in California at no cost to the employee. The pay cards provided to Plaintiff and Class members required Plaintiff and Class members to incur fees, were not fully cashable, and were not usable at all financial institutions. Accordingly, Defendants violated the express requirements of Labor Code § 212.

Labor Code § 225.5 provides for penalties for Labor Code § 212 violations including for any initial violation, one hundred dollars (\$100) for each failure to pay each employee and 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. Under the PAGA, and following exhaustion of the notice period, Plaintiff is seeking all civil and statutory penalties and wages as available and applicable under Labor Code §§ 225.5, 558, including sections 558(a)(1)-(3), 1199, 2699(f)(2), and 2699.5, and also attorneys’ fees and costs pursuant to Labor Code § 2699(k)(1).

Failure to Keep Records In Accordance With Labor Code § 1174

Labor Code § 1174 requires employers to keep records showing payroll data and the hours worked daily by and the wages paid to employees. By failing to pay Aggrieved Employees proper wages, overtime, double time, premium pay, etc., and by not properly recording meal period start and end times, all discussed herein, Defendants failed to maintain proper employment records in accordance with Section 1174. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover penalties pursuant to Labor Code §§ 1174.5 and 2699, *et seq.* Defendants have also failed to comply with paragraph 7 of the applicable California IWC Wage Orders by failing to maintain time records showing when the employee begins and ends each work period, meal periods, wages earned pursuant to Labor Code § 226.7, and total daily hours worked by itemizing in wage statements all deductions from payment of wages and accurately reporting total hours worked by the Aggrieved Employees, and they are entitled to recover penalties pursuant to paragraph 20 of the applicable IWC Wage Orders.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, 1198, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 558, 1174.5, 1199, and 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Order, and also attorneys’ fees and costs pursuant to Labor Code § 2699(k)(1).

Waiting Time Penalties Pursuant to Labor Code § 203

Some Aggrieved Employees no longer work for Defendants; they either resigned or were terminated from Defendants' employ. Based on the forgoing, Defendants have had a consistent policy of failing to pay all wages earned by and owed to Aggrieved Employees at the time of their termination or within seventy-two hours of their resignation, as required by California under Labor Code § 203. In light of the forgoing, Plaintiff and Aggrieved Employees seek to recover wages and penalties pursuant to Labor Code § 558 and further specifically seek penalties and wages under Labor Code § 203, which provides that an employee's wages shall continue until paid for up to thirty (30) days from the date they were due.

Under the PAGA, and following exhaustion of the notice period, Plaintiff asserts PAGA claims for failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199, 2699(f)(2), 2699.5, and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

Unfair Competition Under Business and Professions Code § 17200, et seq.

Consequently, Defendants' conduct has been and continues to be unfair, unlawful, and harmful to Plaintiff and Aggrieved Employees and the general public in violation of Business & Professions Code § 17200 et seq.

Plaintiff's PAGA Claim under Labor Code § 2698 et seq. and Recovery Bases:

After complying with the notice procedures of Labor Code § 2699.3 and the running of the notice period after the filing of the attached Class Action Complaint, Plaintiff will file an amended Complaint asserting, as a representative action on behalf of the California Attorney General and the other similarly Aggrieved Employees, a PAGA claim for violations of the above addressed underlying claims and seeking penalties as specified by the applicable corresponding provisions.

Plaintiff and the Aggrieved Employees seek penalties under Labor Code §§ 2698 and 2699 for Defendants' violation of Labor Code provisions included under Labor Code § 2699.5, including the penalty provisions, without limitation, based, *inter alia*, on the following California Labor Code sections: §§ 201, 202, 203, 204, 210, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3, 245 et seq., 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699, et seq. and 2802, including as follows:

(a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all earned regular pay and minimum wages for regular hours worked and for failure to pay overtime premium wages for overtime hours worked under Labor Code §§ 510, 1194(a), 1197, and 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable under Labor Code §§ 510, 558, 1194.2, 1197.1, 1198, 1199, 2699(f)(2), and 2699.5, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to

take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties available and applicable, including under paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512, 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to provide Plaintiff and the Aggrieved Employees with wage statements or with accurate, itemized wage statements and failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1). More specifically, by providing inaccurate wage statements and failing to maintain records as required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to civil penalties under Labor Code § 226.3, which in addition to other penalties provided by law, subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, ...";

(d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203, 204, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(e) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(f) Failure to Provide Paid Sick Days: For Defendants' failure to provide Employees with all their required and earned sick days in violation of Labor Code §§ 245 *et seq.* and 246 the civil and statutory penalties available and applicable under Labor Code §§ 245 *et seq.* and 246, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(g) Failure to Pay Vacation Wages: For Defendants' failure to provide Employees with all their vacation days in violation of Labor Code § 227.3 and seeking the civil and statutory penalties available and applicable under Labor Code § 227.3, 1194.2, 1197.1, 1198, 1199, 2699.3(b), and 2699(f)(2), and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1); and

(h) Unlawfully Collecting or Receiving Wages: For unlawfully collecting or receiving wages, under Labor Code §§ 221 seeking all civil penalties available and applicable under the Labor Code § 221 and 2699(f) and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1);

(i) Failure to Pay Wages Due, Negotiable and Payable in Cash on Demand: For Defendants failure to pay reporting time pay, under Labor Code § 212 and seeking all applicable civil penalties available and applicable under Labor Code §§ 212, 225.5, 1199, and 2699(f)(2) and also for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1); and

(j) All Alleged Violations of the IWC Wage Orders: For any above addressed violation of the applicable provisions of the IWC Wage Orders constituting violations of Labor Code § 1198 and Labor Code § 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to Labor Code § 2699(k)(1).

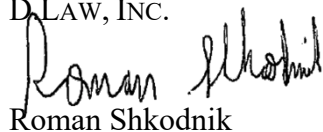
We have been constrained to initially move forward with the filing of this Complaint, alleging the causes of action discussed herein, without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

This letter and the attached Complaint therefore provide the requisite notice under the Act to the LWDA and Defendants by setting forth the specific provisions of the Labor Code and related provisions Plaintiff alleges have been violated, including the facts and relevant theories alleged against Wyndham Vacation Resorts, Inc., Wyndham Destinations, Wyndham Vacation Ownership, Wyndham Vacation Ownership Inc., and any other named Defendants and joint employers. To prevent the violations described in the Complaint and herein from occurring, and to remedy past violations, Plaintiff respectfully requests that the LWDA conduct an investigation into Defendants' employment practices in accordance with the Act.

Wherefore we request that you advise us, by certified mail within sixty days of the postmark on this letter, whether you intend to proceed with these claims or whether Plaintiff and the Aggrieved Employees should include them in an amended Labor Code § 2698 *et seq.* claim under the Act in an amended Complaint.

Regards,

D. LAW, INC.



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Attorneys for Plaintiff SALINDA LAMAR,
on behalf of herself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LAKE**

SALINDA LAMAR, on behalf of herself and
others similarly situated,

Plaintiff,

vs.

WYNDHAM VACATION RESORTS, INC., a
Delaware corporation; WYNDHAM
DESTINATIONS, an entity of unknown form;
WYNDHAM VACATION OWNERSHIP, an
entity of unknown form; WYNDHAM
VACATION OWNERSHIP INC., an entity of
unknown form; and DOES 1 through 50,
inclusive,

Defendants.

Case No.

CLASS ACTION

Assigned for All Purposes To:

Hon.

Dept.:

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Wages and Overtime
Under Labor Code § 510;
3. Meal-Period Liability Under Labor Code §
226.7;
4. Rest-Break Liability Under Labor Code §
226.7;
5. Failure to Pay Vacation Wages;
6. Failure to Comply with Labor Code §§ 245 *et*
seq. and 246;
7. Reimbursement of Necessary Expenditures
Under Labor Code § 2802;
8. Violation of Labor Code § 226(a);
9. Failure to Keep Required Payroll
Records Under Labor Code §§ 1174 and
1174.5
10. Violation of Labor Code § 221;
11. Failure to Pay Wages Due, Negotiable,
and Payable in Cash on Demand Under
Labor Code §§ 212 and 225.5;
12. Penalties Pursuant to Labor Code § 203; and
13. Violation of Business & Professions Code §
17200 *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff SALINDA LAMAR, (hereinafter “Plaintiff”) on behalf of herself and all others
2 similarly situated (collectively, “Employees”; individually, “Employee”) complains of
3 Defendants, and each of them, as follows:

4 INTRODUCTION

5 1. Plaintiff brings this action on behalf of herself and all current and former
6 Employees within the State of California who, at any time four (4) years prior to the filing of this
7 lawsuit, are or were employed as non-exempt, hourly employees by Defendants WYNDHAM
8 VACATION RESORTS, INC., a Delaware corporation; WYNDHAM DESTINATIONS, an
9 entity of unknown form; WYNDHAM VACATION OWNERSHIP, an entity of unknown form;
10 WYNDHAM VACATION OWNERSHIP INC., an entity of unknown form; and DOES 1 through
11 50 (all defendants being collectively referred to herein as “Defendants”). Plaintiff alleges that
12 Defendants, and each of them, violated various provisions of the California Labor Code, relevant
13 orders of the Industrial Welfare Commission (IWC) and California Business & Professions Code,
14 and seeks redress therefore.

15 2. Plaintiff is a resident of California and during the time period relevant to this
16 Complaint was employed by Defendants as a non-exempt hourly employee within the State of
17 California at Defendants’ facilities and offices in California. Plaintiff and the other Class members
18 worked for Defendants in Lake County, and in other nonexempt positions, throughout California
19 and, and consistently worked at Defendants’ behest without being paid all wages due. More
20 specifically, Plaintiff and the other similarly situated Class members were employed by
21 Defendants and worked at Defendants’ offices and other facilities where the conduct giving rise to
22 the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
23 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
24 subjected to the same policies and practices, and (3) endured similar violations at the hands of
25 Defendants as the other Employee Class members who served in similar and related positions.

26 3. Defendants required Plaintiff and the Employees in the Class to perform work
27 while remaining under Defendants’ control before and after being on the clock for their daily work
28 shift. Defendants thus failed to pay Plaintiff and the Class members for all hours worked and

1 provided them with inaccurate wage statements that prevented Plaintiff and the Class from
2 learning of these unlawful pay practices. Defendants also failed to provide Plaintiff and the Class
3 with lawful meal and rest periods, as employees were not provided with the opportunity to take
4 timely, uninterrupted, and duty-free meal and rest periods as required by the Labor Code.

5 **THE PARTIES**

6 **A. The Plaintiff**

7 4. Plaintiff SALINDA LAMAR has resided in California and during the time period
8 relevant to this Complaint was employed by Defendants as a non-exempt hourly employee within
9 the State of California.

10 **B. The Defendants**

11 5. Defendant WYNDHAM VACATION RESORTS, INC. is a Delaware corporation
12 with its principle executive offices in Orlando, Florida and has been listed as the employer on
13 Plaintiff's paystubs during the relevant time period. WYNDHAM VACATION RESORTS, INC.
14 does not list a California with the California Secretary of State, but upon information and belief
15 employs Plaintiff and the Class members in Lake County, including at Defendants' offices and
16 facilities in Nice, California, and throughout California and conducts business throughout
17 California.

18 6. Defendant WYNDHAM DESTINATIONS is an entity of unknown form with its
19 principle executive offices in Orlando, Florida and has been listed as the employer on Plaintiff's
20 paystubs during the relevant time period. WYNDHAM DESTINATIONS does not list a
21 California address with the California Secretary of State, but upon information and belief, employs
22 Plaintiff and the Class members in Lake County, including at Defendants' offices and facilities in
23 Nice, California, and throughout California and conducts business throughout California.

24 7. Defendant WYNDHAM VACATION OWNERSHIP is an entity of unknown form
25 with its principle executive offices in Orlando, Florida and has been listed as the employer on
26 Plaintiff's paystubs during the relevant time period. WYNDHAM VACATION OWNERSHIP
27 does not list a California address with the California Secretary of State, but upon information and
28 belief, employs Plaintiff and the Class members in Lake County, including at Defendants' offices

1 and facilities in Nice, California, and throughout California and conducts business throughout
2 California.

3 8. Defendant WYNDHAM VACATION OWNERSHIP INC. is an entity of unknown
4 form with its principle executive offices in Orlando, Florida and has been listed as the employer
5 on Plaintiff's W2s during the relevant time period. WYNDHAM VACATION OWNERSHIP
6 INC. does not list a California address with the California Secretary of State, but upon information
7 and belief, employs Plaintiff and the Class members in Lake County, including at Defendants'
8 offices and facilities in Nice, California, and throughout California and conducts business
9 throughout California.

10 9. The true names and capacities, whether individual, corporate, associate, or
11 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
12 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code of
13 Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
14 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
15 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
16 this Complaint to reflect the true names and capacities of the Defendants designated herein as
17 Does 1 through 50 when their identities become known.

18 10. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
19 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
20 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
21 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted in
22 all respects as the employers or joint employers of Employees. Defendants, and each of them,
23 exercised control over the wages, hours or working conditions of Employees, or suffered or
24 permitted Employees to work, or engaged, thereby creating a common law employment
25 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
26 employed Employees.

27 **JURISDICTION AND VENUE**

28 11. This Court has jurisdiction over this Action pursuant to California Code of Civil

1 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
2 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
3 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
4 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
5 obligations and liabilities giving rise to this lawsuit occurred at least in part in Lake County and
6 Defendants maintain and operate company offices and facilities in Lake County, and employ
7 Plaintiff and other Class members in Lake County and throughout California.

8 **FACTUAL BACKGROUND**

9 12. The Employees who comprise the Class and Collective, including Plaintiff, are
10 nonexempt employees pursuant to the applicable Wage Order of the IWC. Defendants hire
11 Employees who work in nonexempt positions at the direction of Defendants in the State of
12 California. Plaintiff and the Class members were either not paid by Defendants for all hours
13 worked or were not paid at the appropriate minimum, regular and overtime rates. Specifically,
14 Plaintiff and Employees were not paid for the time that they worked “pre-shift” by undergoing
15 temperature checks, waiting in line to clock in, and folding laundry and assisting guests. Plaintiff
16 and Employees were also not paid for the time they worked “post-shift” helping guests and
17 waiting for the next shift to arrive after clocking out. In addition, Plaintiff and Employees worked
18 off-the-clock answering Slack and Teams messages. Plaintiff also contends that Defendants failed
19 to pay Plaintiff and the Class members all wages due and owing, failed to provide meal and rest
20 breaks, failed to furnish accurate wage statements, all in violation of various provisions of the
21 California Labor Code and applicable Wage Orders. Additionally, Defendants paid Plaintiff and
22 Employees nondiscretionary commissions, incentive pay, shift differentials, and/or
23 nondiscretionary bonuses. However, upon information and belief, Defendants failed to incorporate
24 all remunerations, including nondiscretionary commissions, incentive pay, shift differentials,
25 and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of
26 calculating the overtime wage rate. Therefore, during times when Plaintiff and Employees worked
27 overtime and received nondiscretionary commissions, incentive pay, shift differentials, and/or
28 nondiscretionary bonuses, Defendants failed to pay all overtime wages by paying a lower overtime

1 rate than required. Lastly, Defendants failed to incorporate the prevailing wage rate into the
2 regular rate of pay used to calculate and pay for overtime and double time pay.

3 13. From at least four (4) years prior to the filing of this lawsuit and continuing to the
4 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
5 shift differentials, and/or nondiscretionary bonuses. However, upon information and belief,
6 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
7 incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the
8 regular rate of pay for purposes of calculating sick pay. Additionally, Defendants failed to
9 incorporate the prevailing wage rate into the regular rate of pay used to calculate sick pay.
10 Therefore, during times when Plaintiff and Employees worked overtime and received
11 nondiscretionary commissions, incentive pay, shift differentials, nondiscretionary bonuses, and/or
12 prevailing wages, Defendants failed to pay all sick pay by paying a lower overtime rate than
13 required.

14 14. From at least four (4) years prior to the filing of this lawsuit and continuing to the
15 present, Defendants paid Plaintiff and Employees nondiscretionary commissions, incentive pay,
16 shift differentials, and/or nondiscretionary bonuses. However, upon information and belief,
17 Defendants failed to incorporate all remunerations, including nondiscretionary commissions,
18 incentive pay, shift differentials, and/or nondiscretionary bonuses, into the calculation of the
19 regular rate of pay for purposes of calculating vacation pay. Additionally, Defendants failed to
20 incorporate the prevailing wage rate into the regular rate of pay used to calculate vacation pay.
21 Therefore, during times when Plaintiff and Employees worked overtime and received
22 nondiscretionary commissions, incentive pay, shift differentials, nondiscretionary bonuses, and/or
23 prevailing wages, Defendants failed to pay all vacation pay by paying a lower overtime rate than
24 required.

25 15. During the course of Plaintiff and the Class members' employment with
26 Defendants, they were not paid all wages they were owed, including for all work performed and
27 for all overtime hours worked and were forced to work during their meal and rest breaks.
28

1 16. Throughout the course of Plaintiff and the Class members' employment with
2 Defendants, they were required to work during their meal and rest breaks which were not
3 compensated by Defendants in violation of the California Labor Code. Plaintiff and the Class
4 members were also not paid regular wages and overtime for the time they were required to
5 comply with other requirements imposed upon them, which they had to complete while working
6 through their meal and rest breaks and without compensation. As a result, Plaintiff and the Class
7 members worked shifts over eight (8) hours in a day and over forty (40) hours in a work week,
8 but they were not paid at the appropriate overtime rate for all such hours, including by being
9 required to perform work duties and tasks without pay and while off-the-clock. As a result,
10 Plaintiff and the Class members worked substantial overtime hours during their employment with
11 Defendants for which they were not compensated, in violation of the California Labor Code,
12 applicable IWC Wage Orders.

13 17. As a result of the above described demands and pressures to work through breaks,
14 and the other wage violations they endured at Defendants' hands, Plaintiff and the Class members
15 were not properly paid for all wages earned and for all wages owed to them by Defendants,
16 including when working more than eight (8) hours in any given day and/or more than forty (40)
17 hours in any given week. As a result of Defendants' unlawful policies and practices, Plaintiff and
18 Class members incurred overtime hours worked for which they were not adequately and
19 completely compensated. To the extent applicable, Defendants also failed to pay Plaintiff and the
20 Class members at an overtime rate of 1.5 times the regular rate for the first eight hours of the
21 seventh consecutive work day in a week and overtime payments at the rate of 2 times the regular
22 rate for hours worked over eight (8) on the seventh consecutive work day, as required under the
23 Labor Code, applicable IWC Wage Orders.

24 18. Therefore, from at least four (4) years prior to the filing of this lawsuit and
25 continuing to the present, Defendants had a consistent policy or practice of failing to pay
26 Employees for all hours worked and failing to pay minimum wage for all time worked as required
27 by California Law.

28 19. Additionally from at least four (4) years prior to the filing of this lawsuit and

1 continuing to the present, Defendants had a consistent policy or practice of failing to pay
2 Employees overtime compensation at premium overtime rates for all hours worked in excess of
3 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked in
4 excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
5 sections of IWC Wage Orders.

6 20. Additionally from at least four (4) years prior to the filing of this lawsuit and
7 continuing to the present, Defendants have required Employees to work shifts in excess of five (5)
8 hours without providing them with uninterrupted meal periods of not less than thirty (30) minutes
9 and shifts in excess of ten (10) hours without providing them with second meal periods of not less
10 than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e. one hour of wages at
11 each Employee’s effective regular rate of pay, for each meal period that Defendants failed to
12 provide or deficiently provided. Defendants also had a policy and/or practice whereby, Plaintiff
13 and Employees were required to combine their meal and rest breaks and take and record one, fifty-
14 minute break.

15 21. From at least four (4) years prior to the filing of this lawsuit and continuing to the
16 present, Defendants have failed to provide Employees with paid rest breaks of not less than ten
17 (10) minutes for every work period of four (4) or more consecutive hours; nor did Defendant pay
18 Employees premium pay for each day on which requisite rest breaks were not provided or were
19 deficiently provided at one hour of wages at each Employee’s effective regular rate of pay, for
20 each rest period that Defendants failed to provide or deficiently provided.

21 22. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
22 continuing to the present, Defendants have consistently failed to provide Employees with timely,
23 accurate, and itemized wage statements as required by California wage-and-hour laws.
24 Specifically, Defendants failed in their affirmative obligation to keep accurate records of the
25 correct overtime wages based on proper regular rate calculations that included nondiscretionary
26 commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses earned, and the
27 total amount of compensation of their Employees. The wage statements given to Class Members
28 also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and

1 pay for overtime, double time, sick pay, vacation pay, and meal and rest break premiums.
2 Furthermore, Employees' wage statements did not include: the total hours worked in violation of
3 Labor Code § 226(a)(2) and failed to accurately set forth all applicable hourly rates in effect
4 during the pay period and the corresponding number of hours worked at each such rate in violation
5 of Labor Code § 226 (a)(9). Moreover, the wage statements given to Employees by Defendants
6 failed to accurately account for wages, overtime, and premium pay for deficient meal periods and
7 rest breaks all of which Defendants knew or reasonably should have known were owed to
8 Employees, as alleged hereinabove. Furthermore, the wage statements given to Plaintiffs and
9 Class members failed to accurately specify the name and address of the employer as required
10 under the law as the wage statements provided to Plaintiffs and Class members name an entity that
11 is not registered with the California Secretary of State's Office despite the fact all businesses that
12 wish to conduct business in California need to register with the California Secretary of State's
13 Office. The wage statements provided to Employees were confusing and required Employees to
14 engage in discovery and refer to outside sources to verify whether their pay was correct,
15 potentially resulting in a miscalculation by the Employees.

16 23. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
17 continuing to the present, Defendants have consistently failed to provide Employees with timely,
18 accurate, and itemized wage statements, in writing, as required by California wage-and-hour laws.

19 24. From at least four (4) years prior to the filing of this lawsuit and continuing to the
20 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
21 performance of their job duties for Defendants including, but not limited to, the cost of cellphone
22 and tools, including pens and binders, which were necessary to perform their duties under
23 Defendants' employ in violation of Labor Code § 2802.

24 25. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
25 continuing to the present, Defendants have consistently failed to keep accurate time and wage
26 records as required by California wage-and-hour laws.

27 26. Additionally, from at least four (4) years prior to filing of this lawsuit and
28 continuing to the present, Defendants have unlawfully collected/received wages from Employees

1 in violation of Labor Code § 221.

2 27. Additionally, from at least four (4) years prior to filing of this lawsuit and
3 continuing to the present, Defendants have had a consistent policy of failing to pay all wages fur
4 and owed to Employees at the time of their termination or within seventy-two (72) hours of their
5 resignation, as required by California wage-and-hour laws.

6 28. Defendants failed to pay Plaintiff and Class members with an order, check, draft,
7 note, memorandum, or other acknowledgment of indebtedness that was payable on demand
8 without discount at some established place of business in the state. Defendants' issued pay cards
9 to Plaintiff and Class members for wages earned. These cards were useable for a fee, were not
10 fully cashable, were not usable at all financial institutions, and did not have a provision for use and
11 payment in California at no cost to the employee. Therefore, Defendants failed to provide Plaintiff
12 and Class members with checks, drafts, notes, memoranda, or other acknowledgments of
13 indebtedness that were payable on demand without discount as required by Labor Code § 212.

14 29. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor
15 Code §§ 201, 202, 203, 204, 212, 218.5, 218.6, 221, 225.5, 226, 226.3, 226.7, 227.3, 245 *et seq.*,
16 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1199, and 2802.

17 30. Furthermore, pursuant to Business and Professions Code §§ 17200-17208,
18 Employees seek injunctive relief, restitution, and disgorgement of all benefits Defendants have
19 enjoyed from their violations of Labor Code.

20 **CLASS ALLEGATIONS**

21 31. Plaintiff brings this class action on behalf of herself and all others similarly situated
22 pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a class defined as follows:
23 all individuals employed by Defendants within the State of California at any time within four (4)
24 years of the filing of this lawsuit.

25 32. Further, Plaintiff seeks to represent the following Subclasses composed of and
26 defined as follows:

27 a. Subclass 1. Minimum Wages Subclass. All Class members who were not
28 compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Vacation Wages Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their vacation wages.

d. Subclass 4. Sick Pay Subclass. All Class members who were not compensated at the Employee's regular rate of pay for their sick pay wages.

e. Subclass 5. Meal Period Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to provide unpaid 30-minute uninterrupted and duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

f. Subclass 6. Rest Break Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to authorize and permit Employees to take uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

g. Subclass 7. Payroll Records Subclass. All Class members who were subject to Defendants' policy and/or practice of failing to keep accurate time and wage records as required by California wage-and-hour laws.

h. Subclass 8. Wage Statement Subclass. All Class members who, within the applicable limitations period, were not provided with accurate itemized wage statements.

i. Subclass 9. Failure to Reimburse for Necessary Business Expenditures. All Class members who were subject to Defendants' failure to reimburse for expenses necessarily incurred in the performance of Employees job duties for Defendants.

j. Subclass 10. Unauthorized Deductions from Wages Subclass. All Class members who were subject to Defendants' policy and/or practice of automatically deducting wages from Employee's pay checks.

k. Subclass 11. Pay Card Subclass. All Class members employed by Defendants in California who were paid by pay card (or similar means) at any time during the relevant time period.

1 1. Subclass 12. Termination Pay Subclass. All Class members who, within the
2 applicable limitations period, either voluntarily or involuntarily separated from their employment
3 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
4 termination.

5 m. Subclass 13. UCL Subclass. All Class members who are owed restitution as a
6 result of Defendants' business acts and practices, to the extent such acts and practices are found to
7 be unlawful, deceptive, and/or unfair.

8 33. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
9 modify the class description with greater particularity or further division into subclasses or
10 limitation to particular issues.

11 34. This action has been brought and may properly be maintained as a class action
12 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
13 of interest in litigation and proposed class is easily ascertainable.

14 **A. Numerosity**

15 35. The potential members of the class as defined are so numerous that joinder of all
16 the member of the class is impracticable. While the precise number of class members has not been
17 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
18 time period relevant to this lawsuit, employed more than 100 individuals within the State of
19 California.

20 36. Accounting for employee turnover during the relevant time period increases this
21 number substantially. Plaintiff alleges that Defendants' employment records will provide
22 information as to the number and location of all class members.

23 **B. Commonality**

24 37. There are questions of law and fact common to the class that predominate over any
25 questions affecting only individual class members. These common questions of law and fact
26 include:

- 27 a. Whether Defendants failed to pay Employees minimum wages;
28 b. Whether Defendants failed to pay Employees wages for all hours worked;

- 1 c. Whether Defendants failed to pay Employees overtime as required under Labor
2 Code § 510;
- 3 d. Whether Defendants failed to pay Employees vacation wages as required under
4 Labor Code § 227.3;
- 5 e. Whether Defendants failed to pay Employees sick pay as required under Labor
6 Code § 245;
- 7 f. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable
8 IWC Wage Orders, by failing to provide Employees with requisite meal periods or
9 premium pay in lieu thereof;
- 10 g. Whether Defendants violated Labor Code § 226.7, and the applicable IWC Wage
11 Orders, by failing to provide Employees with requisite rest breaks or premium pay
12 in lieu thereof;
- 13 h. Whether Defendants violated Labor Code § 226(a);
- 14 i. Whether Defendants violated Labor Code §§ 1174 and 1174.5;
- 15 j. Whether Defendants failed to reimburse Employees for necessary business
16 expenses;
- 17 k. Whether Defendants violated Labor Code § 221 by automatically
18 deducting/collecting wages from Employees;
- 19 l. Whether Defendants failed to pay wages due, negotiable, and payable in cash on
20 demand;
- 21 m. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay
22 wages and compensation due and owing at the time of termination of employment;
- 23 n. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and
- 24 o. Whether Employees are entitled to equitable relief pursuant to Business and
25 Professions Code § 17200 *et seq.*

26 **C. Typicality**

- 27 38. The claims of the named plaintiff are typical of those of the other Employees.
28 Employees all sustained injuries and damages arising out of and caused by Defendants' common

1 course of conduct in violation of statutes, as well as regulations that have the force and effect of
2 law, as alleged herein.

3 **D. Adequacy of Representation**

4 39. Plaintiff will fairly and adequately represent and protect the interest of Employees.
5 Counsel who represents Employees are experienced and competent in litigating employment class
6 actions.

7 **E. Superiority of Class Action**

8 40. A class action is superior to other available means for the fair and efficient
9 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
10 questions of law and fact common to all Employees predominate over any questions affecting only
11 individual Employees. Each Employee has been damaged and is entitled to recovery by reason of
12 Defendants' illegal policies or practices of failing to compensate Employees properly.

13 41. Class action treatment will allow those persons similarly situated to litigate their
14 claims in the manner that is most efficient and economical for the parties and the judicial system.
15 Plaintiff is unaware of any difficulties in managing this case that should preclude class action.

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO PAY MINIMUM WAGES**

18 **(Against All Defendants)**

19 42. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
20 full herein.

21 43. Defendants failed to pay Employees minimum wages for all hours worked.
22 Defendants had a consistent policy of misstating Employees time records and failing to pay
23 Employees for all hours worked. Employees would work hours and not receive wages, including
24 as alleged above in connection with working during meal breaks; working "pre-shift without
25 compensation by undergoing temperature checks, waiting in line to clock in, and folding laundry
26 and assisting guests; working post-shift by assisting guests and coworkers after clocking out and
27 waiting for the next shift to arrive after clocking out; and otherwise working off-the-clock by
28 answering Slack and Teams messages. Additionally, Defendants had a policy of failing to pay

1 Employees for hours worked during alleged meal periods for which Employees were denied, as
2 also addressed herein. Defendants thus regularly failed to pay minimum wages to Plaintiff and
3 Class members. Moreover, Defendants did not pay Plaintiff and Employees at the applicable
4 minimum wage for all hours worked. Defendants' uniform pattern of unlawful wage and hour
5 practices manifested, without limitation, applicable to the Class as a whole, as a result of
6 implementing a uniform policy and practice that denied accurate compensation to Plaintiff and
7 the other members of the Class as to minimum wage pay.

8 44. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
9 states:

10 The minimum wage for employees fixed by the commission is the
11 minimum wage to be paid to employees, and the payment of a less
12 wage than the minimum so fixed is unlawful.

13 45. The applicable minimum wages fixed by the commission for work during the
14 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
15 therefore entitled to double the minimum wage during the relevant period.

16 46. The minimum wage provisions of California Labor Code are enforceable by private
17 civil action pursuant to California Labor Code § 1194(a) which states:

18 Notwithstanding any agreement to work for a lesser wage, any
19 employee receiving less than the legal minimum wage or the legal
20 overtime compensation applicable to the employee is entitled to
21 recover in a civil action the unpaid balance of the full amount of
22 this minimum wage or overtime compensation, including interest
23 thereon, reasonable attorney's fees and costs of suit.

24 47. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
25 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

26 48. California Labor Code § 1194.2 also provides for the following remedies:

27 In any action under Section 1194 . . . to recover wages because of
28 the payment of a wage less than the minimum wages fixed by an
order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

49. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

50. Wherefore, Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a).

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

51. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

52. By their conduct, as set forth herein, Defendants violated California Labor Code § 510 (and the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek. Defendants had a consistent policy of not paying Employees wages for all hours worked including time off the clock working “pre-shift” without compensation by undergoing temperature checks, waiting in line to clock in, and folding laundry and assisting guests; working post-shift by assisting guests and coworkers after clocking out and waiting for the next shift to arrive after clocking out; and otherwise working off-the-clock by answering Slack and Teams messages. Employees regularly worked over 8 hours on a given day without receiving overtime compensation.

53. Furthermore, on information and belief, Defendants did not pay Plaintiff and Employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, Defendants paid Plaintiff and Employees nondiscretionary

1 commissions, incentive pay, and/or nondiscretionary bonuses. However, upon information and
2 belief, Defendants failed to incorporate all remunerations, including nondiscretionary
3 commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses, into the
4 calculation of the regular rate of pay for purposes of calculating the overtime wage rate.
5 Additionally, Defendants failed to incorporate the prevailing wage rate into the regular rate of
6 pay used to calculate and pay for overtime and double time pay overtime pay, double pay, sick
7 pay, vacation pay, and meal and rest break premiums.

8 54. Therefore, during times when Plaintiff and Employees worked overtime and
9 received nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary
10 bonuses, Defendants failed to pay all overtime wages by paying a lower overtime rate than
11 required.

12 55. Defendants' failure to pay compensation in a timely fashion also constituted a
13 violation of California Labor Code § 204, which requires that all wages shall be paid
14 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
15 violation of that provision of the California Labor Code, Defendants have failed to pay all wages
16 and overtime compensation earned by Employees. Each such failure to make a timely payment of
17 compensation to Employees constitutes a separate violation of California Labor Code § 204.

18 56. Employees have been damaged by these violations of California Labor Code §§
19 204 and 510 (and the relevant orders of the Industrial Welfare Commission).

20 57. Consequently, pursuant to California Labor Code §§ 204, 510, and 1194 (and the
21 relevant orders of the Industrial Welfare Commission), Defendants are liable to Employees for
22 the full amount of all their unpaid wages and overtime compensation, with interest, plus their
23 reasonable attorneys' fees and costs.

24 **THIRD CAUSE OF ACTION**

25 **MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7**

26 **(Against All Defendants)**

27 58. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
28 full herein.

1 59. Employees regularly worked shifts greater than five (5) hours and greater than ten
2 (10) hours. Pursuant to Labor Code § 512 an employer may not employ someone for a shift of
3 more than five (5) hours without providing him or her with a meal period of not less than thirty
4 (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second
5 meal period of not less than thirty (30) minutes.

6 60. Defendants failed to provide Employees with compliant meal periods as required
7 under the Labor Code. Employees were required to work through their meal periods which they
8 were denied. Employees were also required to take meal periods after working well beyond the
9 five (5) hour shifts or were interrupted. Furthermore, Employees were regularly required to work
10 for more than 10 hours in a given shift without receiving a second uninterrupted thirty (30) minute
11 meal period as required by law.

12 61. Moreover, Defendants failed to compensate Employees for each meal period not
13 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and
14 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an
15 employee a meal period in accordance with this section, the employer shall pay the employee one
16 hour of pay at the employee's regular rate of compensation for each workday that the meal period
17 is not provided. Defendants failed to compensate the Employees in the Class for each meal period
18 not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11
19 and 20 of the applicable IWC Wage Order. Additionally, as detailed above, when Defendants did
20 pay meal period premiums, they did so at the normal regular rate of pay without factoring in all
21 forms or remuneration/compensation or by otherwise incorrectly calculating the regular rate.

22 62. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
23 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal
24 period not provided or deficiently provided, a sum to be proven at trial.

25 **FOURTH CAUSE OF ACTION**

26 **REST-BREAK LIABILITY UNDER LABOR CODE § 226.7**

27 **(Against All Defendants)**

28 63. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in

1 full herein.

2 64. Employees consistently worked consecutive four (4) hour shifts. Pursuant to the
3 Labor Code and the applicable IWC Wage Order, Employees were entitled to paid rest breaks of
4 not less than ten (10) minutes for each consecutive four (4) hour shift.

5 65. Defendants failed to provide Employees with timely, uninterrupted rest breaks of
6 not less than ten (10) minutes for each consecutive four (4) hour shift.

7 66. Moreover, Defendants failed to compensate Employees for each rest period not
8 provided or inadequately provided, as required under Labor Code § 226.7 and the applicable IWC
9 Wage Orders, which provide that, if an employer fails to provide an employee a rest period in
10 accordance with this section, the employer shall pay the employee one hour of pay at the
11 employee's regular rate of compensation for each workday that the rest period is not provided.
12 Defendants failed to compensate the Employees in the Class for each rest period not provided or
13 inadequately provided, as required under Labor Code § 226.7 and the applicable IWC Wage
14 Order. Additionally, as detailed above, when Defendants did pay rest period premiums, they did
15 so at the normal regular rate of pay without factoring in all forms or remuneration/compensation
16 or by otherwise incorrectly calculating the regular rate.

17 67. Therefore, pursuant to Labor Code § 226.7, Employees are entitled to damages in
18 an amount equal to one (1) hour of wages at their effective hourly rates of pay for each day
19 worked without the required rest breaks, a sum to be proven at trial.

20 **FIFTH CAUSE OF ACTION**

21 **FAILURE TO PAY VACATION WAGES**

22 **(Against All Defendants)**

23 68. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
24 full herein.

25 69. Pursuant to California Labor Code § 227.3, whenever a contract of employment or
26 employment policy provides for paid vacation and an employee is terminated without having
27 taken off his vested vacation time, all vested vacation shall be paid to her as wages at her final rate
28 in accordance with said contract of employment or policy respecting eligibility or time served.

70. Defendants paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which vacation wages were calculated and paid. Defendants also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay vacation wages.

71. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor Code § 227.3.

SIXTH CAUSE OF ACTION

FAILURE TO COMPLY WITH LABOR CODE §§ 245 *ET SEQ.* AND 246

(Against All Defendants)

72. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

73. California Labor Code § 245 *et seq.* requires that Defendants provide paid sick time to Employees, including at the amount, terms, and rate of compensation set forth in said law. At times relevant, Defendants have failed compute the amount due for paid sick time in conformance with the pay calculation under California Labor Code § 246(l).

74. Defendants paid nondiscretionary commissions, incentive pay, shift differentials, and/or nondiscretionary bonuses to Employees but Defendants failed to include these forms of remuneration in the regular rate of pay upon which sick pay was calculated and paid. Defendants also failed to incorporate the prevailing wage rate into the regular rate of pay used to calculate and pay sick pay. Rather than calculating the amount of paid sick time due when sick time is used according to the requirements set forth in California Labor Code § 246(1), Defendants paid sick leave to Employees at a lower rate, in violation of the law.

75. Therefore, Plaintiff and Employees seek to recover penalties pursuant to Labor Code §§ 245 *et seq.* and 246.

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES

IN VIOLATION OF LABOR CODE § 2802

1 **(Against All Defendants)**

2 76. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
3 full herein.

4 77. Under Labor Code § 2802(a), an employer must indemnify its employees for all
5 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
6 of his or her duties, or of his or her obedience to the directions of the employer.

7 78. Employees incurred necessary expenditures in the performance of their job duties
8 for Defendants, namely the cost of cellphone usage and tools, including but not limited to pens
9 and binders, which were necessary to perform their duties under Defendants' employ. From four
10 (4) years prior to the original filing of this lawsuit and continuing to the present, Defendants
11 consistently failed to reimburse Employees for these necessarily incurred business expenses.

12 79. As a result of the unlawful acts of Defendants, Employees have been deprived of
13 reimbursement in amounts to be determined at trial; they are entitled to recovery of such amounts,
14 plus interest and penalties thereon, attorneys' fees, and costs.

15 **EIGHTH CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE § 226(a)**

17 **(Against All Defendants)**

18 80. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
19 full herein.

20 81. California Labor Code § 226(a) requires an employer to furnish each of his or her
21 employees with an accurate, itemized statement in writing showing the gross and net earnings,
22 total hours worked, and the corresponding number of hours worked at each hourly rate; these
23 statements must be appended to the detachable part of the check, draft, voucher, or whatever else
24 serves to pay the employee's wages; or, if wages are paid by cash or personal check, these
25 statements may be given to the employee separately from the payment of wages; in either case the
26 employer must give the employee these statements twice a month or each time wages are paid.

27 82. Defendants failed to provide Employees with accurate itemized wage statements in
28 writing, as required by the Labor Code. Specifically, the wage statements given to Employees, by

1 Defendants, failed to accurately account for wages, overtime, and premium pay for deficient meal
2 periods and rest breaks, all of which Defendants knew or reasonably should have known were
3 owed to Employees, as alleged hereinabove. Additionally, Defendants failed in their affirmative
4 obligation to keep accurate records of the correct overtime wages based on proper regular rate
5 calculations that included nondiscretionary commissions, incentive pay, shift differentials, and/or
6 nondiscretionary bonuses earned, and the total amount of compensation of their Employees. The
7 wage statements given to Class Members by Defendants also failed incorporate the prevailing
8 wage rate into the regular rate of pay used to calculate and pay for overtime, double time, sick pay,
9 vacation pay, and meal and rest break premiums. Moreover, Employees' wage statements did not
10 include: the total hours worked in violation of Labor Code § 226(a)(2) and failed to accurately set
11 forth all applicable hourly rates in effect during the pay period and the corresponding number of
12 hours worked at each such rate in violation of Labor Code § 226 (a)(9). Furthermore, the wage
13 statements given to Plaintiffs and Class members failed to accurately specify the name and address
14 of the employer as required under the law as the wage statements provided to Plaintiffs and Class
15 members name an entity that is not registered with the California Secretary of State's Office
16 despite the fact all businesses that wish to conduct business in California need to register with the
17 California Secretary of State's Office. The wage statements provided to Employees were
18 confusing and required Employees to engage in discovery and refer to outside sources to verify
19 whether their pay was correct, potentially resulting in a miscalculation by the Employees.

20 83. As a direct and proximate cause of Defendants' violation of Labor Code § 226(a),
21 Employees suffered injuries, including among other things confusion over whether they received
22 all wages owed them, the difficulty and expense involved in reconstructing pay records, and
23 forcing them to make mathematical computations to analyze whether the wages paid in fact
24 compensated them correctly for all hours worked.

25 84. Pursuant to Labor Code §§ 226(a) and 226(e), Employees are entitled to recover
26 the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
27 occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not
28 exceeding an aggregate penalty of four thousand dollars (\$4,000). They are also entitled to an

1 award of costs and reasonable attorneys' fees.

2 85. With respect to violations of Labor Code § 226, Labor Code § 226.3 imposes a
3 civil penalty of two hundred and fifty dollars (\$250) for initial violations for each employee for
4 each pay period, and one thousand dollars (\$1000) for each subsequent violation for each
5 employee for each pay period.

6 86. Plaintiff is seeking penalties against Defendants under Labor Code § 226.3, and
7 any other applicable statute allowing recovery of penalties as alleged herein in an amount to be
8 shown according to proof.

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11 ///

12 **NINTH CAUSE OF ACTION**

13 **FAILURE TO KEEP REQUIRED PAYROLL RECORDS UNDER LABOR CODE §§ 1174**

14 **AND 1174.5**

15 **(Against All Defendants)**

16 87. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
17 full herein.

18 88. California Labor Code § 1174 requires that all employers shall keep accurate time
19 and wage records for all employees. California Labor Code § 1174.5 further requires that any
20 employee suffering injury due to a willful violation of the aforementioned obligations may seek
21 damages, including civil penalties, from the employer.

22 89. During the course of Plaintiff's and Employees' employment, Defendants
23 consistently failed to maintain accurate time and wage records for Plaintiff and Employees as
24 required by California Labor Code § 1174 by failing to pay Plaintiff and Employees proper wages,
25 overtime, and premium pay as discussed above.

26 90. Accordingly, Defendants are liable for civil penalties pursuant to the California
27 Labor Code § 1174.5. for the three (3) years prior to the filing of this Complaint.

28 **TENTH CAUSE OF ACTION**

1 **VIOLATION OF LABOR CODE § 221**

2 **(Against All Defendants)**

3 91. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
4 full herein.

5 92. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or
6 receive from an employee any part of wages theretofore paid by said employer to said
7 employee.” Defendants unlawfully received and/or collected wages from employees.

8 93. As a direct and proximate cause of the unauthorized deductions, Employees have
9 been damaged, in an amount to be determined at trial.

10 ///

11 ///

12 **ELEVENTH CAUSE OF ACTION**

13 **FAILURE TO PAY WAGES DUE, NEGOTIABLE, AND PAYABLE IN CASH ON**

14 **DEMAND UNDER LABOR CODE §§ 212 and 225.5**

15 **(Against All Defendants)**

16 94. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
17 full herein.

18 95. Labor Code § 212 states that no employer “shall issue in payment of wages due ...
19 any order, check, draft, note, memorandum, or other acknowledgement of indebtedness, unless it
20 is negotiable and payable in cash, on demand, without discount, at some established place of
21 business in the state.”

22 96. Defendants failed to pay Plaintiff and Class members with an order, check, draft,
23 note, memorandum, or other acknowledgment of indebtedness that was payable on demand,
24 without discount at some established place of business in the state. Defendants issued pay cards to
25 Plaintiff and Class members for wages earned. These pay cards were useable for a fee and did not
26 have a provision for use and payment in California at no cost to the employee. The pay cards
27 provided to Plaintiff and Class members required Plaintiff and class Members to incur fees, were
28 not fully cashable, and were not usable at all financial institutions. Therefore, Defendants failed to

1 provide Plaintiff and Class members with checks, drafts, notes, or other acknowledgments of
2 indebtedness that were payable on demand without discount as required by Labor Code § 212.

3 97. Pursuant to Labor Code §§ 212 and 225.2, Defendants are liable for civil penalties
4 including one hundred dollars (\$100) for the initial violation for each failure to pay each employee
5 pursuant to section 212, two hundred and fifty dollars (\$250) for each subsequent violation for
6 each failure to pay each employee pursuant to section 212, plus 25% of the amount unlawfully
7 withheld. Such a pattern, practice, and uniform administration of corporate policy regarding illegal
8 employee compensation as described herein is unlawful and creates an entitlement to recovery by
9 Plaintiff and Class members in a civil action for damages and wages owed and for costs and
10 attorneys' fees.

11 98. Plaintiff is seeking penalties against Defendants under Labor Code § 212, and any
12 other applicable statute allowing recovery of penalties as alleged herein in an amount to be shown
13 according to proof.

14 **TWELFTH CAUSE OF ACTION**
15 **VIOLATION OF LABOR CODE § 203**
16 **(Against All Defendants)**

17 99. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
18 full herein.

19 100. Numerous Employees are no longer employed by Defendants; they either quit
20 Defendants' employ or were fired therefrom.

21 101. Defendants failed to pay these Employees all wages due and certain at the time of
22 termination or within seventy-two (72) hours of resignation.

23 102. The wages withheld from these Employees by Defendants remained due and owing
24 for more than thirty (30) days from the date of separation of employment.

25 103. Defendants' failure to pay wages, as alleged above, was willful in that Defendants
26 knew wages to be due but failed to pay them; this violation entitles these Employees to penalties
27 under Labor Code § 203, which provides that an employee's wages shall continue until paid for up
28 to thirty (30) days from the date they were due.

1 **THIRTEENTH CAUSE OF ACTION**

2 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

3 **(Against All Defendants)**

4 104. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in
5 full herein.

6 105. Plaintiff, on behalf of herself, Employees, and the general public, brings this claim
7 pursuant to Business & Professions Code § 17200 *et seq.* The conduct of Defendants as alleged in
8 this Complaint has been and continues to be unfair, unlawful, and harmful to Employees and the
9 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
10 meaning of Code of Civil Procedure § 1021.5.

11 106. Plaintiff is a “person” within the meaning of Business & Professions Code
12 § 17204, has suffered injury, and therefore has standing to bring this cause of action for injunctive
13 relief, restitution, and other appropriate equitable relief.

14 107. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
15 business practices.

16 108. Wage-and-hour laws express fundamental public policies. Paying employees their
17 wages and overtime, providing them with meal and rest periods, etc., are fundamental public
18 policies of California. Labor Code § 90.5(a) articulates the public policies of this State vigorously
19 to enforce minimum labor standards, to ensure that employees are not required or permitted to
20 work under substandard and unlawful conditions, and to protect law-abiding employers and their
21 employees from competitors who lower costs to themselves by failing to comply with minimum
22 labor standards.

23 109. Defendants have violated statutes and public policies. Through the conduct alleged
24 in this Complaint, Defendants have acted contrary to these public policies, have violated specific
25 provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in
26 violation of Business & Professions Code § 17200 *et seq.* Defendants’ conduct has deprived
27 Plaintiff, and all persons similarly situated, and all interested persons, of the rights, benefits, and
28 privileges guaranteed to all employees under the law.

110. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in violation of the Business & Professions Code § 17200 *et seq.*

111. Defendants, by engaging in the conduct herein alleged, by failing to pay wages and overtime, failing to provide meal and rest periods, etc., either knew or in the exercise of reasonable care should have known that their conduct was unlawful; therefore their conduct violates the Business & Professions Code § 17200 *et seq.*

112. As a proximate result of the above-mentioned acts of Defendants, Employees have been damaged, in a sum to be proven at trial.

113. Unless restrained by this Court, Defendants will continue to engage in such unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by the Business & Professions Code, including but not limited to the disgorgement of such profits as may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For an order certifying this action as a class action;
2. For compensatory damages in the amount of the unpaid minimum wages for work performed by Employees and unpaid overtime compensation from at least four (4) years prior to the filing of this action, as may be proven;
3. For liquidated damages in the amount equal to the unpaid minimum wage and interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
4. For compensatory damages in the amount of the hourly wage made by Employees for each missed or deficient meal period where no premium pay was paid therefor from four (4) years prior to the filing of this action, as may be proven;
5. For compensatory damages in the amount of the hourly wage made by Employees for each day requisite rest breaks were not provided or were deficiently provided and where no

premium pay was paid therefor from at least four (4) years prior to the filing of this action, as may be proven;

6. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

7. For penalties pursuant to Labor Code § 226.3, as may be proven;

8. For penalties pursuant to Labor Code § 203 for all Employees who quit or were fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

9. For penalties pursuant to Labor Code § 227.3, as may be proven;

10. For penalties pursuant to Labor Code §§ 245 and 246, as may be proven;

11. For penalties pursuant to Labor Code § 1174.5, as may be proven;

12. For penalties pursuant to Labor Code § 225.5, as may be proven;

13. For restitution for unfair competition pursuant to Business & Professions Code § 17200 *et seq.*, including disgorgement or profits, as may be proven;

14. For restitution and/or damages for all amounts unlawfully withheld from the wages for all class members in violation of Labor Code § 221, as may be proven;

15. For compensatory damages in the amount of all previously unreimbursed business expenditures necessarily incurred by Employees in the discharge of their job duties for Defendants from four (4) years prior to the original filing of this action, as may be proven;

16. For an order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them, from acting in derogation of any rights or duties adumbrated in this Complaint;

17. For all general, special, and incidental damages as may be proven;

18. For an award of pre-judgment and post-judgment interest;

19. For an award providing for the payment of the costs of this suit;

20. For an award of attorneys' fees; and

21. For such other and further relief as this Court may deem proper and just.

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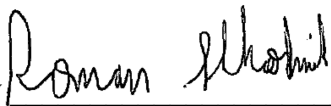
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DATED: March 27, 2025

D.LAW, INC.

By 

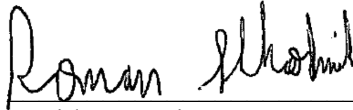
David Yeremian
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
SALINDA LAMAR
and the putative class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of her claims by jury to the extent authorized by law.

DATED: March 27, 2025

D.LAW, INC.

By 
David Yeremian
Roman Shkodnik
Emma Geesaman
Attorneys for Plaintiff
SALINDA LAMAR
and the putative class