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on behalf of the State of California and all Aggrieved Employees

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF SANTA CLARA**

12 KRISTINA JEFFERY, on behalf of the State
of California and all Aggrieved Employees,

13 Plaintiff,

14 v.

15
16 ANSCHUTZ ENTERTAINMENT GROUP,
INC., a Colorado Corporation; AEG
17 PRESENTS PRODUCTIONS, LLC, a
Delaware Limited Liability Company; AEG
18 PRESENTS LLC, a Delaware Limited
Liability Company; and DOES 1-100,
19 inclusive,

20 Defendants.

Case No.: 25CV466103

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

1 Plaintiff, KRISTINA JEFFERY, (“PLAINTIFF”), on behalf of the State of California and
2 all Aggrieved Employees (as defined below), hereby files this Complaint against Defendants
3 ANSCHUTZ ENTERTAINMENT GROUP, INC., a Colorado Corporation; AEG PRESENTS
4 PRODUCTIONS, LLC, a Delaware Limited Liability Company; AEG PRESENTS LLC, a
5 Delaware Limited Liability Company; and DOES 1-100, inclusive. PLAINTIFF is informed and
6 believes and thereon alleges as follows:

7 **INTRODUCTION**

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

12 **JURISDICTION AND VENUE**

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

15 3. Venue is proper in this judicial district and the County of Santa Clara pursuant to
16 California Code of Civil Procedure section 395.5 because DEFENDANTS transact business within
17 this judicial district, DEFENDANTS assigned PLAINTIFF to work within this judicial district, and
18 conduct alleged by PLAINTIFF herein occurred in this judicial district. *See also Crestwood*
19 *Behavioral Health, Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 (venue in a PAGA action is
20 proper in any county where the defendants committed Labor Code violations against some of its
21 employees). Venue is also proper pursuant to section 393 of the California Code of Civil Procedure
22 because the cause, or some part of the cause, arose in the County of Santa Clara.

23 **THE PARTIES**

24 4. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of
25 California and a citizen of the State of California.

26 5. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with job titles
27 of caterer, porter and/or similar job titles/positions from in or around 2019 through in or around the
28 present.

1 6. DEFENDANTS assigned PLAINTIFF to work at its venue and/or facilities located
2 in Saratoga, California, which operates under the name “The Mountain Winery.”

3 7. Defendant, ANSCHUTZ ENTERTAINMENT GROUP, INC., is a Colorado
4 Corporation that at all relevant times was authorized to do business in California and is doing
5 business in California.

6 8. Defendant, AEG PRESENTS PRODUCTIONS, LLC, is a Delaware Limited
7 Liability Company that at all relevant times was authorized to do business in California and is doing
8 business in California.

9 9. Defendant, AEG PRESENTS LLC, is a Delaware Limited Liability Company that at
10 all relevant times was authorized to do business in California and is doing business in California.

11 10. DEFENDANTS own, operate, manage and/or staff its employees to work at venues
12 and other locations in California. DEFENDANTS specialize in the production of live
13 entertainment/special events and operate business under including but not limited to the following
14 names: “AEG,” “AEG Live,” “AEG Live Productions,” “AEG Presents,” and/or “AEG Special
15 Event Venues.” DEFENDANTS own, operate, manage and/or staff its employees to work at a
16 variety of venues in including but not limited to the following locations: “El Rey Theatre” (Los
17 Angeles); “The Novo” (Los Angeles); “The Regency-Ballroom” (San Francisco); “The Regency –
18 The Lodge” (San Francisco); “The Regency – The Social Hall” (San Francisco); “The Roxy” (West
19 Hollywood); “The Mountain Winery” (Saratoga); “The Warfield” (San Francisco); “Shrine
20 Auditorium” (Los Angeles); “Shrine Expo Hall” (Los Angeles); “Shrine Grounds” (Los Angeles);
21 “The Fonda Theater” (Los Angeles); “The Novo Lounge” (Los Angeles); “The Regency-The
22 Lodge” (San Francisco); “The Regency – The Social Hall” (San Francisco); “Empire Grand Oasis;”
23 (Thermal, California); “Empire Polo Club” (Indio, California); “Empire Polo Club: Hacienda Del
24 Toro” (Indio, California); “Empire Polo Club: Medjhoool Lake;” “Empire Polo Club: The Forum”
25 (Indio, California); and “Empire Polo Club: The Rose Garden” (Indio, California). DEFENDANTS,
26 through these locations, serve the entertainment and hospitality industry.¹

27
28 ¹ See <https://www.aegpresents.com/venues/> and <https://www.aegsev.com/venues/#venues>. Last visited on May 16, 2025.

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

12. PLAINTIFF is further informed and believes that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, and that at all relevant times, each Defendant knew or should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

JOINT LIABILITY

13. Under California law, the definition of the terms “to employ” are broadly construed under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3) to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control was to reach situations in which multiple entities control different aspects of the employment relationship. Supervision of the work, in the specific sense of exercising control over how services are properly performed, is properly viewed as one of the “working conditions” mentioned in the wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a temporary employment agency) hires and pays a worker, and the other entity supervises the work. *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in

1 California, applying a less stringent standard to what constitutes sufficient control by a business
2 over its vendor's employees' wages and working conditions to render that business liable as a joint
3 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); "[i]f the putative
4 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
5 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
6 employment," *Id.* at 875 [emphasis added].

7 14. During PLAINTIFF's employment by DEFENDANTS, PLAINTIFF and the
8 Aggrieved Employees (defined below) were jointly employed by DEFENDANTS for purposes of
9 the Wage Orders, under the alternative definitions of "to employ" adopted by the California
10 Supreme Court in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control
11 over wages, hours and working conditions of PLAINTIFF and the Aggrieved Employees; (2)
12 suffered or permitted PLAINTIFF and Aggrieved Employees to work for them; and (3) engaged
13 PLAINTIFF and Aggrieved Employees to work for them.

14 15. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
15 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
16 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices
17 across all of their locations/facilities and subjected all of the Aggrieved Employees to these same
18 policies and practices regardless of the location(s) where they worked. Among other things,
19 PLAINTIFF is informed and believes that: (1) there is common ownership in, and financial control,
20 in DEFENDANTS' companies, (2) DEFENDANTS utilize common management, who have control
21 over the day-to-day operations and employment matters, including the power to hire and fire, set
22 schedules, issue employee policies, and determine rates of compensation across its locations in
23 California; (3) DEFENDANTS utilize the same policies and procedures for all California
24 employees, including issuing the same employee handbooks and other form agreements; (4)
25 DEFENDANTS use at least some of the same Human Resources personnel and attorneys to oversee
26 employment matters; and, (6) DEFENDANTS share employees.

27 16. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
28 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and the Aggrieved

1 Employees upon whose behalf PLAINTIFF brings these allegations and causes of action, in that
2 DEFENDANTS, exercised sufficient control over PLAINTIFF and the Aggrieved Employees’
3 wages, hours and working conditions, and/or suffered or permitted PLAINTIFF and the Aggrieved
4 Employees to work so as to be considered the joint employers of PLAINTIFF and the Aggrieved
5 Employees.

6 17. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a
7 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
8 time-keeping practices, meal and rest periods, reimbursement of business expenses and other
9 working conditions that were distributed to, and/or applied to PLAINTIFF and the Aggrieved
10 Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of
11 PLAINTIFF and the Aggrieved Employees in a uniform manner. DEFENDANTS collectively
12 represented to PLAINTIFF and the Aggrieved Employees that each was an "at-will" employee of
13 DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF’s
14 and Aggrieved Employees’ employment with or without cause. Upon information and belief,
15 DEFENDANTS further collectively represented to PLAINTIFF and Aggrieved Employees in
16 writing the details of their compensation, and the manner in which they were to take meal and rest
17 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked
18 and the policies applicable to PLAINTIFF and Aggrieved Employees by which DEFENDANTS
19 collectively would evaluate the wage rates of PLAINTIFF and Aggrieved Employees.

20 18. For example, documents contained in DEFENDANTS’ personnel file for
21 PLAINTIFF, including without limitation, employment agreements/employment policies and/or
22 other employment documents identify the following entity as the name of PLAINTIFF’s employer:
23 “Anschutz Entertainment Group.” Other documents contained in DEFENDANTS’ personnel file
24 for PLAINTIFF, including without limitation, background check disclosure documents and/or other
25 employment documents/agreements identify the following entity as the name of PLAINTIFF’s
26 employer: “AEG Presents” and/or “AEG Presents, LLC.” Still, other documents contained in
27 DEFENDANTS’ personnel file for PLAINTIFF identify the following as the name of PLAINTIFF’s
28 employer: “AEG Live,” “AEG Live Productions,” “AEG Live Productions, LLC” “AEG, Inc.,”

1 and/or “AEG.”

2 19. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
3 and working conditions of PLAINTIFF and Aggrieved Employees. As such, DEFENDANTS
4 collectively held the right to control virtually every aspect of PLAINTIFF’s and the Aggrieved
5 Employees’ employment, including the instrumentality that resulted in the illegal conduct for which
6 PLAINTIFF seeks relief in this Complaint.

7 20. By reason of their status as joint employers of PLAINTIFF and Aggrieved
8 Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor
9 Code and applicable Wage Orders as to all Aggrieved Employees.

10 **PAGA ALLEGATIONS**

11 21. PLAINTIFF brings this action under the PAGA, as a representative action on behalf
12 of the State of California and all Aggrieved Employees, regarding violations of the California Labor
13 Code as set forth herein as to all Aggrieved Employees. Said “Aggrieved Employees” include the
14 following:

15 All current and former non-exempt employees that worked either directly or via a
16 staffing agency for any one or more DEFENDANTS at any location in California at
17 any time from one year plus 65 days from the filing of the initial Complaint through
18 the present (“PAGA Period”).

19 22. PLAINTIFF is an “aggrieved employee,” as that term is defined under Labor Code
20 section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory
21 limitations period and suffered all of the Labor Code violations set forth herein. Accordingly,
22 PLAINTIFF seeks to recover on behalf of the State of California, and all Aggrieved Employees, the
23 civil penalties provided by PAGA, plus reasonable attorney's fees and costs. PLAINTIFF has
24 standing to bring a PAGA cause of action on behalf of the State and all Aggrieved Employees, as
25 PLAINTIFF was jointly employed by DEFENDANTS and is affected by all of the alleged
26 violations.

27 **COMPLIANCE WITH PAGA’S NOTIFICATION REQUIREMENTS**

28 23. PLAINTIFF, on March 6, 2025, through counsel, gave written notice by online filing

1 with the California Labor and Workforce Development Agency (“LWDA”) informing it that
2 DEFENDANTS failed to comply with California’s labor laws with regard to the allegations alleged
3 in this Complaint (“PAGA Notice”). The PAGA Notice was also sent to DEFENDANTS via
4 certified mail.

5 24. The PAGA Notice outlined PLAINTIFF’s claims for violations of the California
6 Labor Code and the applicable wage orders on behalf of the State of California and all Aggrieved
7 Employees.

8 25. The LWDA did not provide notice of its intention to investigate DEFENDANTS’
9 violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the
10 alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA.
11 PLAINTIFF has exhausted the administrative remedies as required by Labor Code section 2699.3.
12 Consequently, PLAINTIFF’s right to file the instant lawsuit has duly accrued.

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

16 **FACTUAL ALLEGATIONS**

17 27. During the relevant period, PLAINTIFF, and each of the Aggrieved Employees,
18 worked for DEFENDANTS in the State of California. At all times referenced herein,
19 DEFENDANTS exercised control over PLAINTIFF and Aggrieved Employees and suffered and/or
20 permitted them to work.

21 28. PLAINTIFF worked for DEFENDANTS as a non-exempt employee with job titles
22 of caterer, porter and/or similar job titles/positions from in or around 2019 through in or around the
23 present.

24 29. DEFENDANTS assigned PLAINTIFF to work in DEFENDANTS’ catering and
25 hospitality department.

26 30. PLAINTIFF regularly worked at least approximately eight (8) to twelve (12) hours
27 per day, at least five (5) days per week.

28 31. DEFENDANTS assigned PLAINTIFF to work at its venue and/or facilities located

1 in Saratoga, California, which operates under the name “The Mountain Winery.”

2 32. DEFENDANTS paid PLAINTIFF a base hourly rate for time counted by
3 DEFENDANTS as hours worked. For example, at times, DEFENDANTS paid PLAINTIFF a base
4 rate of \$19.50 per hour when working as a porter.

5 33. PLAINTIFF and other Aggrieved Employees were also compensated with multiple
6 base rates of pay and/or other non-discretionary compensation.

7 34. **Meal Period Violations.** PLAINTIFF and other Aggrieved Employees consistently
8 worked shifts of more than five (5) hours, entitling them to at least one meal period. However,
9 PLAINTIFF and other Aggrieved Employees would not receive legally compliant thirty (30) minute
10 meal periods.

11 35. For example, PLAINTIFF was restricted to the premises during any meal periods.

12 36. Also, PLAINTIFF was often forced to complete work tasks during unpaid meal
13 periods due to understaffing, lack of coverage and/or the need to complete assigned job duties.

14 37. As such, DEFENDANTS failed to relieve PLAINTIFF of all duties and
15 DEFENDANTS’ control during meal periods, in violation of California meal period law.

16 38. Based on information and belief, at times, DEFENDANTS would unlawfully edit
17 the clock in and out times for PLAINTIFF’s and other Aggrieved Employees’ meal periods in order
18 to display a timely, at least thirty minute off-duty meal period notwithstanding the fact that
19 DEFENDANTS had actual and/or constructive knowledge that DEFENDANTS had required
20 PLAINTIFF and other Aggrieved Employees’ to perform work-related tasks during their meal
21 periods.

22 39. Additionally, as per DEFENDANTS’ unlawful meal period policies and practices,
23 PLAINTIFF was allowed a maximum of a single meal period per shift even when working shifts
24 lasting longer than ten (10) hours.

25 40. Based on information and belief, DEFENDANTS had actual and/or constructive
26 knowledge that their policies and practices resulted in the denial of uninterrupted meal periods
27 which were free of DEFENDANTS’ control owed to PLAINTIFF and other Aggrieved Employees,
28 in violation of California’s meal period laws.

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

8 42. For example, when DEFENDANTS paid meal period premiums, DEFENDANTS
9 failed to pay legally compliant meal period premiums.

10 43. By way of illustration, DEFENDANTS' wage statement for PLAINTIFF beginning
11 on 09/30/2024 and ending on 10/06/2024 lists a meal period premium ("Porter-Meal Penalty") paid
12 at a rate of \$19.50 which is *lower* than PLAINTIFF's regular rate of pay when incorporating all non-
13 discretionary compensation/correctly blending multiple rates of pay earned during the same
14 workweek as required under California law.

15 44. For example, during that same workweek, PLAINTIFF was paid a higher base rate
16 of \$21.00/hour for work performed as a caterer, yet DEFENDANTS did not incorporate this non-
17 discretionary compensation into the regular rate of pay for purposes of calculating the owed meal
18 period premium, resulting in the miscalculation and underpayment of meal period premiums owed.

19 45. **Rest Period Violations.** DEFENDANTS did not properly authorize and permit
20 PLAINTIFF and other Aggrieved Employees to take legally compliant rest periods at a rate of every
21 four (4) hours worked or major fraction thereof, that insofar as practicable, were in the middle of
22 the work period, as required by law.

23 46. For example, PLAINTIFF was often unable to take rest periods due to the need to
24 complete assigned job duties.

25 47. Also, PLAINTIFF was restricted to the worksite premises for the duration of her
26 shifts, including during any rest periods, resulting in DEFENDANTS' failure to relieve PLAINTIFF
27 of all duties and DEFENDANTS' control during rest periods, in violation of California rest period
28 law.

1 48. DEFENDANTS did not pay PLAINTIFF a rest period premium for each missed
2 and/or otherwise legally noncompliant rest period.

3 49. To this end, DEFENDANTS' wage statements for PLAINTIFF do not reflect the
4 payment of a single rest period premium.

5 50. Furthermore, DEFENDANTS failed to pay a rest period premium for each day in
6 which PLAINTIFF and Aggrieved Employees experienced a missed/unlawful rest period in
7 violation of California law. DEFENDANTS either failed to pay a rest period premium at all for each
8 workday a proper rest period was not provided and/or failed to pay the proper rest period premium
9 due to including but not limited to, failure to incorporate all non-discretionary remuneration,
10 including but not limited to, bonuses, shift differential pay, and/or other non-discretionary
11 compensation into the regular rate of compensation for purposes of calculating the owed rest period
12 premium.

13 51. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
14 PLAINTIFF and other Aggrieved Employees for all hours worked, resulting in the underpayment
15 of minimum and overtime wages.

16 52. Aggrieved Employees were not paid for all hours worked due to DEFENDANTS'
17 mandated off-the clock work policies and/or practices.

18 53. For example, DEFENDANTS frequently required PLAINTIFF to complete work
19 tasks during unpaid meal periods resulting in DEFENDANTS' failure to compensate PLAINTIFF
20 for all hours worked and the underpayment of wages owed to PLAINTIFF.

21 54. Also, DEFENDANTS regularly contacted PLAINTIFF outside of PLAINTIFF's
22 scheduled shift times to discuss work-related matters with PLAINTIFF while PLAINTIFF was off
23 the clock, resulting in DEFENDANTS' failure to compensate PLAINTIFF for all hours worked and
24 the underpayment of wages owed to PLAINTIFF. For example, DEFENDANTS required
25 PLAINTIFF to respond to work-related calls/messages outside of scheduled shift times, with these
26 off-the-clock work-related communications lasting anywhere from at least five (5) to fifteen (15)
27 minutes at a frequency of at least approximately once to twice per week many if not all weeks during
28 the PAGA Period.

1 55. Also, as described herein, Aggrieved Employees were required to complete work
2 tasks during unpaid meal periods, resulting in off-the-clock work and the underpayment of wages
3 owed to Aggrieved Employees.

4 56. DEFENDANTS' failure to pay for all time worked by virtue of its failure to provide
5 lawful meal periods and/or other off-the-clock work practices and policies, resulted in the
6 underpayment of minimum wages owed to PLAINTIFF and other Aggrieved Employees as well as
7 unpaid overtime wages for those Aggrieved Employees, such as PLAINTIFF, who worked more
8 than eight (8) hours in a day and/or more than forty (40) hours in a week.

9 57. DEFENDANTS failed and continue to fail to pay a premium wage rate for all hours
10 worked beyond eight (8) hours in a day or beyond forty (40) hours in a week.

11 58. DEFENDANTS also failed to pay twice Aggrieved Employees' regular rate(s) of
12 pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight (8)
13 hours on the seventh consecutive day of work in a work week, in violation of California's overtime
14 laws.

15 59. Based on information and belief, DEFENDANTS had actual and/or constructive
16 knowledge that its off-the-clock work resulted in the underpayment of minimum wages and
17 overtime wages owed to Aggrieved Employees, in violation of California's minimum and overtime
18 wage laws.

19 60. Based on information and belief, DEFENDANTS failed to incorporate all non-
20 discretionary remuneration, including but not limited to, shift differential pay, bonus pay/incentive
21 pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used
22 to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime
23 wages owed to PLAINTIFF and other Aggrieved Employees.

24 61. For example, during many workweeks, PLAINTIFF was paid different rates of pay
25 depending on the type of work performed (e.g., one rate while working as a porter and a slightly
26 higher rate when working as a caterer). However, DEFENDANTS failed to determine the regular
27 rate of pay to calculate the owed overtime rate. Instead, DEFENDANTS paid PLAINTIFF at two
28 different overtime rates in the same workweek, which resulted in the miscalculation and

1 underpayment of overtime wages.

2 62. By way of illustration, DEFENDANTS' wage statement issued to PLAINTIFF for
3 pay period 09/30/2024 through 10/06/2024 shows DEFENDANTS paid PLAINTIFF a base rate of
4 \$19.50/per hour when working as a porter and a base rate of \$21.00/hour when working as a caterer.

5 63. During the same workweek, PLAINTIFF worked overtime hours and double time
6 hours when working as a porter and when working as a caterer, however, DEFENDANTS failed to
7 use the regular rate of pay when calculating the overtime rate owed to PLAINTIFF. Instead,
8 DEFENDANTS unlawfully calculated the overtime rate of pay by using the base rate of pay for that
9 particular job title. For example, when PLAINTIFF worked as a porter at \$19.50 per hour,
10 DEFENDANTS paid PLAINTIFF at an overtime rate of \$29.25, which is 1.5 times the base rate of
11 pay, not the regular rate of pay, because it fails to incorporate the multiple rates of pay PLAINTIFF
12 earned during the same workweek. As such, DEFENDANTS miscalculated the owed overtime rate
13 which resulted in the underpayment of overtime wages owed.

14 64. **Sick Leave Violations.** Throughout the relevant time period, DEFENDANTS failed
15 to provide proper paid sick leave to PLAINTIFF. DEFENDANTS have a policy and practice of
16 failing to use the regular rate of pay for purposes of calculating owed compensation, including
17 overtime payments and premium payments. Based on information and belief, DEFENDANTS have
18 a policy and practice of paying sick leave at the base rate of pay rather than the regular rate of pay.

19 65. For example, DEFENDANTS improperly calculated the sick leave pay owed to
20 PLAINTIFF by paying sick leave at a rate lower than PLAINTIFF's base hourly rate. For example,
21 DEFENDANTS' wage statement for PLAINTIFF for pay period beginning on July 8, 2024 and
22 ending on July 14, 2024 lists a sick time rate of \$16.75, which is *lower* than PLAINTIFF's base
23 hourly rate. For example, during this pay period, PLAINTIFF earned multiple base rates of pay.
24 PLAINTIFF's lowest base rate of pay was \$19.00/hour when working as a "catering staff." In the
25 same pay period, DEFENDANTS paid PLAINTIFF sick leave hours at a rate of \$16.75, which is
26 significantly lower than any one of PLAINTIFF's base rates. As such, DEFENDANTS improperly
27 calculated the sick leave rate of pay owed to PLAINTIFF, resulting in DEFENDANTS' failure to
28 provide paid sick leave at the correct rate.

1 **66. Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
2 provide PLAINTIFF and other Aggrieved Employees with accurate wage statements that complied
3 with Labor Code section 226. As DEFENDANTS failed to provide PLAINTIFF and Aggrieved
4 Employees with meal and rest periods that complied with Labor section 226.7, the wage statements
5 DEFENDANTS issued to PLAINTIFF and Aggrieved Employees failed and continue to fail to
6 correctly set forth the gross wages earned, the total hours worked, the net wages earned, and all
7 applicable hourly rates in effect during the pay period and the corresponding number of hours
8 worked at each hourly rate by the employee.

9 **67.** DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees
10 that also failed to indicate the earned gross and net wages earned during the pay period, the correct
11 applicable rates of pay for all hours worked, and the total hours worked by PLAINTIFF and
12 Aggrieved Employees (by virtue of off-the-clock work policies and practices) which results in a
13 violation of Labor Code section 226(a).

14 **68.** Based on information and belief, wage statements issued by DEFENDANTS failed
15 to list all applicable hourly rates in effect during the pay period and the corresponding number of
16 hours worked at each hourly rate by the employee, in violation of including but not limited to, Labor
17 Code section 226(a)(9).

18 **69.** As a result, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved
19 Employees that were not accurate and did not include all of the statutorily required information. As
20 such, DEFENDANTS violated Labor Code section 226.

21 **70. Failure to Timely Pay All Wages Upon Separation of Employment.**
22 DEFENDANTS failed to timely pay Aggrieved Employees all wages that were due and owing upon
23 discharge of employment. DEFENDANTS untimely provide final wages to Aggrieved Employees
24 without regard to the timing requirements of Labor Code sections 201-202.

25 **71.** Upon separation of employment, Aggrieved Employees' final paychecks were not
26 timely provided, were not timely provided with all paid time off and/or did not include all wages
27 owed as they were devoid of, including but not limited to, all owed minimum wages, overtime
28 wages, premium wages and/or paid time off wages at the properly accrued rates.

1 72. For example, PLAINTIFF experienced breaks in employment caused by
2 DEFENDANTS whereby PLAINTIFF would not be called in for work for longer than a single pay
3 period due to including but not limited to DEFENDANTS' lack of work or lack of events that needed
4 staffing (e.g., during concert/venue off-season from approximately December through March).

5 73. Such instances qualify as a discharge of employment. Yet, DEFENDANTS failed
6 to timely pay all owed wages at the end of such periods of employment, in violation of including
7 but not limited to Labor Code section 201-202. Based on information and belief, DEFENDANTS
8 failed to timely pay other Aggrieved Employees with their final wages at each discharge of
9 employment.

10 74. Thus, PLAINTIFF and all Aggrieved Employees who experienced a break in
11 employment longer than a single pay period or are no longer employed by
12 DEFENDANTS are entitled to penalties under Labor Code section 203.

13 75. These violations subject DEFENDANTS to civil penalties under Labor Code section
14 203, 210, and/or 256.

15 76. **Unreimbursed Business Expenses.** DEFENDANTS required PLAINTIFF and
16 Aggrieved Employees to incur business expenses as a direct consequence of the performance of
17 their job duties without providing reimbursement, in violation of Labor Code section 2802.

18 77. DEFENDANTS shifted the costs of doing business onto PLAINTIFF and other
19 Aggrieved Employees requiring them to pay for business expenses, including the use of their
20 personal vehicles and/or personal cell phones for work-related purposes.

21 78. For example, DEFENDANTS required PLAINTIFF to use PLAINTIFF's personal
22 cell phone to download a timekeeping application for the purpose of clocking in and out for each
23 shift, however, DEFENDANTS did not provide PLAINTIFF with any reimbursement for these
24 business expenses.

25 79. DEFENDANTS' failure to provide Aggrieved Employees with full reimbursement
26 for all reasonable expenses associated with carrying out their duties required that Aggrieved
27 Employees subsidize and/or carry the burden of business expenses in violation of Labor Code section
28 2802.

1 80. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
2 engaged in these same herein described unlawful practices, which led to violations of the California
3 Labor Code as further alleged below, and that DEFENDANTS applied these same herein described
4 unlawful practices to all of its employees that it applied to PLAINTIFF.

5 **FIRST CAUSE OF ACTION**
6 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**
7 **2698, *ET SEQ.***

8 **(On behalf of PLAINTIFF, Aggrieved Employees and the State of California against all**
9 **Defendants)**

10 81. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

11 **Meal Period Violations**

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

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

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

28 85. Employers must pay employees an additional hour of wages at the employees’
regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
meal period, first meal period provided after five (5) hours, second meal period provided after 10

1 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) (“If an employer fails to
2 provide an employee a meal period in accordance with the applicable provision of this Order, the
3 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation
4 for each workday that the meal period is not provided”); *Brinker, supra*, 53 Cal.4th 1004.

5 86. As explained above, PLAINTIFF and other Aggrieved Employees were unable to
6 take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to work during
7 their meal periods due to understaffing, the nature and constraints of their job duties, and/or
8 commentary from supervisors pressuring them to take non-compliant meal periods or skip meal
9 periods completely.

10 87. Also, DEFENDANTS restricted Aggrieved Employees to the worksite during meal
11 periods thereby failing to relieve Aggrieved Employees of all duties and DEFENDANTS’ control
12 during meal periods, in violation of California meal period law.

13 88. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
14 actual and/or constructive knowledge that its unlawful policies and practices resulted in the denial
15 of compliant meal periods in violation of California's meal period laws.

16 89. DEFENDANTS also failed to pay all owed premiums for missed/otherwise unlawful
17 meal periods in violation of California law and/or failed to pay the proper meal period premium for
18 failure to incorporate all non-discretionary remuneration including but not limited to, multiple base
19 rates of pay, bonuses, shift differential pay and/or other non-discretionary compensation into the
20 regular rate or compensation for purposes of calculating the owed meal period premium.

21 90. These unlawful meal period policies and practices result in violations of Labor Code
22 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject
23 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable
24 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §
25 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

26 **Rest Period Violations**

27 91. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
28 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours

1 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
2 “insofar as practicable.” In *Brinker v. Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012),
3 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for
4 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to
5 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
6 1029). The rest period requirement obligates employers to permit and authorize employees to take
7 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control
8 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
9 257. If the employer fails to provide any required rest period, the employer must pay the employee
10 one hour of pay at the employee’s regular rate of compensation for each workday the employer did
11 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and
12 applicable IWC Wage Order, §12(B).

13 92. Moreover, under California law rest periods must be a “net” ten minutes in a suitable
14 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards
15 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest
16 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from
17 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,
18 which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what
19 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in
20 the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the
21 “onus is on the employer to clearly communicate the authorization and permission [to take rest
22 periods] to its employees.”).

23 93. PLAINTIFF and the Aggrieved Employees did not receive legally compliant, timely
24 10-minute rest periods for every four (4) hours worked or major fraction thereof. As explained
25 above, rest periods were interrupted, cut short, on duty, and/or otherwise subject to DEFENDANTS’
26 control due to the nature and constraints of Aggrieved Employees’ job duties, understaffing, and/or
27 commentary from supervisors pressuring PLAINTIFF and Aggrieved Employees to skip rest
28 periods completely or otherwise take non-compliant rest periods.

1 94. DEFENDANTS implemented policies and/or practices that failed to relieve
2 PLAINTIFF and other Aggrieved Employees of all duties and employer control during rest periods.
3 Aggrieved Employees were pressured to complete their work duties according to a designated
4 schedule such that rest periods were only taken once tasks were completed, and/or as time permitted.

5 95. As a result, PLAINTIFF and Aggrieved Employees did not receive legally compliant
6 first meal periods as required by California law.

7 96. Moreover, DEFENDANTS failed to pay a rest period premium to PLAINTIFF and
8 other Aggrieved Employees for each workday in which there was a missed or otherwise unlawful
9 rest period. Based on further information and belief, when a rest premium was paid, DEFENDANTS
10 failed to include non-discretionary compensation including but not limited to, bonuses, shift
11 differential pay, and/or other non-discretionary compensation into the regular rate of compensation
12 for purposes of determining the owed rest period premium.

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

16 **Minimum and Overtime Wage Violations**

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

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

1 consecutive day of work in a work week. *Ibid.*

2 100. As explained above, DEFENDANTS violated California's minimum and overtime
3 wage laws by failing to compensate PLAINTIFF and the Aggrieved Employees for all hours worked
4 by virtue of, among other things, DEFENDANTS' off-the-clock work policies and practices
5 described above which resulted in unpaid minimum and overtime wages.

6 101. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
7 Aggrieved Employees for all hours worked.

8 102. Based on information and belief, DEFENDANTS had actual or constructive
9 knowledge that off-the-clock work policies and practices resulted in the underpayment of minimum
10 and overtime wages owed to PLAINTIFF and other Aggrieved Employees.

11 103. Based on information and belief, DEFENDANTS failed and continue to fail to pay
12 a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours
13 in a week.

14 104. DEFENDANTS also failed to pay twice Aggrieved Employees' regular rate(s) of
15 pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight (8)
16 hours on the seventh consecutive day of work in a work week, in violation of California's overtime
17 laws.

18 105. Based on information and belief, DEFENDANTS further violated California's
19 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
20 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
21 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to
22 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of
23 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFF and
24 other Aggrieved Employees.

25 106. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,
26 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS
27 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC
28 Wage Orders, section 20.

1 **Untimely Payment of Final Wages**

2 107. California Labor Code section 201(a) provides, in relevant part, that “[i]f an
3 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
4 payable immediately.” California Labor Code section 202(a) provides, in relevant part, that “[i]f an
5 employee not having a written contract for a definite period quits his or her employment, his or her
6 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
7 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
8 to his or her wages at the time of quitting.”

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

15 109. As explained herein, DEFENDANTS failed and continue to fail to timely pay final
16 wages to PLAINTIFF and Aggrieved Employees upon discharge/separation of employment in
17 violation of Labor Code section 201-202. Also, final paychecks did not include all wages owed as
18 they are devoid of, including but not limited to, all owed minimum wages, overtime wages, premium
19 wages, and/or paid time off wages at the properly accrued rates.

20 110. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These
21 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or
22 256.

23 **Business Expense Violations**

24 111. California law requires employers to indemnify their employees for all necessary
25 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
26 their obedience to the directions of the employer. See Cal. Lab. Code s. 2802 and all applicable
27 Wage Orders section 9(b). Furthermore, “for purposes of [section 2802], the term ‘necessary
28 expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees

1 incurred by the employee enforcing the rights granted by this section.”

2 112. Among other things, under California law, when employees must use their personal
3 cellphones for work-related purposes, the employer must reimburse them for a reasonable
4 percentage of their cell phone bills. *See Cochran v. Schwan’s Home Services, Inc.* (2014) 228
5 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
6 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
7 *Id.* 1144-1145.

8 113. Further, “any contract or agreement, express or implied, made by any employee to
9 waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive
10 any employee or his personal representative of any right or remedy to which he is entitled to under
11 the laws of this State.” *See* Cal. Lab. Code section 2804.

12 114. As described above, PLAINTIFF and the Aggrieved Employees were improperly
13 required to pay for business expenses that are legally the responsibility of the employer.

14 115. DEFENDANTS’ failure to provide PLAINTIFF and the Aggrieved Employees with
15 full reimbursement for all reasonable expenses associated with carrying out their duties required
16 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
17 expenses in violation of Labor Code section 2802.

18 116. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and other Aggrieved
19 Employees have suffered injury in that they were not completely reimbursed as mandated by
20 California law.

21 117. DEFENDANTS’ failure to provide PLAINTIFF and the Aggrieved Employees with
22 full reimbursement for all reasonable expenses associated with carrying out their duties required
23 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
24 expenses in violation of Labor Code section 2802.

25 118. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFF and the Aggrieved
26 Employees have suffered injury in that they were not completely reimbursed as mandated by
27 California law.

28 119. Despite being aware of these business expenses, DEFENDANTS failed to reimburse

1 PLAINTIFF and other Aggrieved Employees for such expenses in violation of California Labor
2 Code § 2802. In turn, there constitutes a PAGA violation based on violations of California Labor
3 Code § 2802 and the applicable Wage Order.

4 **Sick Leave Violations**

5 120. DEFENDANTS violated California's paid sick leave laws including but not limited
6 section, Labor Code section 245, *et seq.* DEFENDANTS failed to properly accrue paid sick leave
7 due to DEFENDANTS' failure to incorporate multiple rates of pay and/or all forms of non-
8 discretionary remuneration including but not limited to, non-discretionary bonuses, shift differential
9 pay, multiple base rates of pay, and/or other non-discretionary compensation into the sick leave pay
10 rate calculation in violation of Labor Code section 246.

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

12 122. On information and belief, PLAINTIFF alleges that all of these practices were
13 experienced and continue to be experienced by other Aggrieved Employees.

14 **Wage Statement Violations**

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

24 124. As DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees
25 with meal and rest periods that complied with Labor Code section 226.7, the wage statements
26 DEFENDANTS issued to PLAINTIFF and other Aggrieved Employees failed and continue to fail
27 to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b)
28 the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net

1 wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in
2 effect during the pay period and the corresponding number of hours worked at each hourly rate by
3 the employee, in violation of Labor Code section 226(a)(9).

4 125. Moreover, due to violations detailed above, including but not limited to,
5 DEFENDANTS' failure to pay regular and overtime wages for all hours worked and failure to
6 provide meal and rest break premiums, DEFENDANTS have violated California Labor Code § 226
7 by willfully failing to furnish PLAINTIFF and other Aggrieved Employees with accurate, itemized
8 wage statements that listed the gross and net wages earned and the correct applicable rates of pay
9 for all hours worked. Based on information and belief, DEFENDANTS failed to incorporate all
10 forms of non-discretionary compensation earned during the pay period into the regular rate of pay
11 for purposes of calculating the owed overtime rate, and as such, failed to display the proper overtime
12 rate(s) for each hour of overtime worked by PLAINTIFF and other Aggrieved Employees.

13 126. As explained above, wage statements issued by DEFENDANTS failed to list the
14 "total hours worked" by PLAINTIFF and Aggrieved Employees (by virtue of off-the-clock work
15 policies and practices described above), which results in a violation of Labor Code section 226(a).
16 Failure to list all hours worked on a wage statement, gives rise to an inference of injury under Labor
17 Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

18 127. Also, wage statements issued by DEFENDANTS failed to list all applicable hourly
19 rates in effect during the pay period and the corresponding number of hours worked at each hourly
20 rate by the employee, in violation of, including but not limited to, Labor Code section 226(a)(9).

21 128. DEFENDANTS' failure to accurately list all hours worked on all wage statements
22 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Aggrieved
23 Employees over whether they received all wages owed to them.

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

27 130. DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and
28 Aggrieved Employees with accurate, itemized wage statements.

1 131. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and Aggrieved
2 Employees have suffered injury. The absence of accurate information on their wage statements has
3 prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
4 mathematical computations to determine the amount of wages owed, and will cause difficulty and
5 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
6 submission of inaccurate information about wages and amounts deducted from wages to state and
7 federal government agencies. As a result, PLAINTIFF and Aggrieved Employees are required to
8 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
9 and pay records than if DEFENDANT had complied with its legal obligations.

10 132. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.
11 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period
12 during which the statute provisions were violated. ²

13 133. Under the provisions of PAGA and the above mentioned Labor Code sections,
14 including but not limited to Labor Code sections 201-203, 226, 226.7, 245, *et seq.*, 246, 256, 510,
15 512, 558, 558.1, 1194, 1197, 1197.1, 2699, 2699.3, 2802, and all applicable Wage Orders as well
16 as all interpretations of these laws by California Courts and administrative bodies, as well as any
17 other law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

18 a. All statutorily-specified penalties recoverable under PAGA as enumerated in the
19 relevant California Labor Code provisions listed herein only if permitted by the PAGA statute,
20 pursuant to Labor Code section 2699(a); and

21 b. Default PAGA penalties for any violation of the enumerated list of Labor Code
22 violations without a civil penalty recoverable under the PAGA, all in the default amounts provided
23 by Labor Code section 2699(f).

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

26
27
28 ² Labor Code § 226.3 (establishing that the civil penalty is ~~25~~ per employee per violation”).

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PRAYER FOR RELIEF

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

1. For civil penalties under Labor Code Section 2699;
2. For an order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
3. For reasonable attorney's fees and costs of suit; and
4. For such other and further relief that the Court deems just and proper.

Dated: May 19, 2025

CROSNER LEGAL, PC

By: 

Jamie K. Serb, Esq.
Brandon Brouillette, Esq.
Zachary M. Crosner, Esq.
Attorneys for Plaintiff
KRISTINA JEFFERY