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13 TOJYIA GREEN, and all others similarly situated

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF ORANGE**
16 **(UNLIMITED JURISDICTION)**

17 TOJYIA GREEN, on behalf of herself and all
18 others similarly situated, and the general public,
19 and as an "Aggrieved Employee" on behalf of
other "Aggrieved Employees" under the Private
Attorneys General Act of 2004,

20 *Plaintiff(s),*

21 vs.

22
23 MAGNUM MANAGEMENT
CORPORATION, an Ohio corporation;
24 CEDAR FAIR, L.P., a Delaware limited
25 partnership; and DOES 1–50, inclusive,

26 *Defendant(s).*
27
28

Case No. 30-2022-01276962-CU-OE-CXC

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

1. Failure to Pay All Wages Earned for All Hours Worked and Other Compensable Hours at the Correct Rates of Pay (Lab. Code §§ 510, 1194, 1197, and 1198);
2. Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
3. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
4. Failure to Indemnify (Lab. Code §§ 1198 and 2802);
5. Wage Statement Penalties (Lab. Code § 226);
6. Waiting Time Penalties (Lab. Code § 203);



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7. Unfair Competition (Bus. & Prof. Code §§ 17200, et seq.; and
8. Civil Penalties (Lab Code §§2698, et seq.)

JURY TRIAL DEMANDED

Plaintiff, Tojyia Green (hereafter “Plaintiff” or “Green”), on behalf of herself and all others similarly situated, complains and alleges as follows:

I. INTRODUCTION

1. Plaintiff brings this class and representative action for alleged violations of the California Labor Code, Industrial Welfare Commission Order No. 10 (hereafter “the Wage Order”), and the California Business and Professions Code against Defendants Magnum Management Corporation, an Ohio corporation, Cedar Fair, L.P., a Delaware limited partnership, and Does 1 through 50, inclusive (collectively “Defendants”).

2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to her and other similarly situated workers for unpaid wages, statutory penalties, interest, and related relief. These claims are based on Defendants’ failures to:

(A) Pay all wages, including minimum, regular, overtime and doubletime wages, earned for all hours worked at the correct rates of pay;

(B) Provide all meal periods;

(C) Authorize and permit all rest breaks;

(D) Pay premium wages for unprovided meal periods;

(E) Pay premium wages for unprovided rest breaks;

(F) Indemnify for necessary work-related expenditures;

(G) Issue only accurate and complete itemized wage statements; and

(H) Timely pay wages upon termination of employment

Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages, restitution, statutory penalties, attorneys’ fees, costs, and related relief through this class action.

II. THE PARTIES

3. Plaintiff Tojyia Green is a resident of California. At all relevant times, Plaintiff was an “employee” within the meaning of Title 8 California Code of Regulations Section 11100,



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1 and an “aggrieved employee” within the meaning of California Labor Code § 2699(c).

2 4. Defendant Magnum Management Corporation is a corporation organized and
3 existing under the laws of Ohio and also a citizen of California based on Plaintiff’s information
4 and belief.

5 5. Defendant Cedar Fair, L.P. is a limited partnership organized and existing under
6 the laws of Delaware and also a citizen of California based on Plaintiff’s information and belief.

7 6. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
8 participation in the conduct alleged herein of the Defendants sued as DOES 1-50, inclusive, but
9 is informed and believes and thereon alleges that said Defendants are legally responsible for the
10 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.
11 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE Defendants
12 when ascertained.

13 7. Plaintiff is informed and believes and thereon alleges that, at all relevant times
14 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
15 remaining defendants, and in doing the things hereinafter alleged, were acting or failing to act
16 within the course and scope of such agency, employment, direction and control, and with the
17 approval and ratification of each of the other Defendants.

18 8. At all relevant times, in perpetrating the acts and omissions alleged herein,
19 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack
20 of a practice which resulted in Defendants not compensating Plaintiff and the other Class
21 Members or otherwise complying with their rights in accordance with applicable California labor
22 laws as alleged herein.

23 9. At all relevant times, in perpetrating the acts and omissions alleged herein,
24 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice, or
25 lack thereof, which resulted in Defendants not paying Plaintiff and other members of the below-
26 described class in accordance with applicable laws as alleged herein.

27 **III. CLASS ALLEGATIONS**

28 10. This action has been brought and may be maintained as a class action pursuant to
California Code of Civil Procedure section 382 because there is a well-defined community of
interest among the persons who comprise the readily ascertainable class defined below and
because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as



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1 a class action.

2 11. **Class Definition:** The Class is defined as follows: All persons Defendants
3 employed in California hourly, non-exempt catering and banquet employees, individuals
4 performing work comparable to the aforementioned, compensated comparably to the
5 aforementioned, individuals in similar positions, and individuals who sought employment with
6 Defendants in such positions, at any time during the period beginning four years prior to the filing
7 of this action and ending on the date that final judgment is entered in this action (“Class” or “Class
Members”).

8 12. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
9 right to amend or modify the class definition with greater specificity, by further division into
10 subclasses and/or by limitation to particular issues.

11 13. **Numerosity:** The Class Members are so numerous that the individual joinder of
12 each individual Class Member is impractical. While Plaintiff does not currently know the exact
13 number of Class Members, Plaintiff is informed and believes that the actual number exceeds the
14 minimum required for numerosity under California laws.

15 14. **Commonality and Predominance:** Common questions of law and fact exist as to
16 all Class Members and predominate over any questions which affect only individual Class
Members. These questions include, but are not limited to:

17 A. Whether Defendants failed to pay all wages earned to Class Members for
18 all hours worked at the correct rates of pay, including minimum, regular, overtime, doubletime,
19 meal period premium, and rest period premium wages;

20 B. Whether Defendants failed to provide the Class Members with all meal
21 periods in compliance with California law;

22 C. Whether Defendants failed to authorize and permit the Class Members to
23 take all rest periods in compliance with California law;

24 D. Whether Defendants failed to indemnify the Class Members for the
25 reasonable expenses they incurred during the course of performing their duties;

26 E. Whether Defendants knowingly and intentionally failed to provide the
27 class with accurate and complete itemized wage statements;

28 F. Whether Defendants willfully failed to provide the class with timely final
wages;



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1 G. Whether Defendants engaged in unfair competition within the meaning of
2 Business and Professions Code sections 17200, et seq., with respect to the Class; and

3 H. Whether Class Members are entitled to restitution of money or property
4 that Defendants may have acquired from them through alleged Labor Code violations.

5 15. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
6 Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or
7 practice, or lack thereof, which resulted in Defendants failing to comply with the California Labor
8 Code, the Wage Order, and the Business and Professions Code.

9 16. **Adequacy of Class Representative:** Plaintiff is an adequate class representative
10 in that she has no interests that are adverse to, or otherwise in conflict with, the interests of absent
11 Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of Class
12 Members. Plaintiff will fairly and adequately represent and protect the interests of Class
13 Members.

14 17. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
15 they have no known conflicts of interest with Plaintiff or absent Class Members, are experienced
16 in class action litigation, and are dedicated to vigorously prosecuting this action on behalf of
17 Plaintiff and absent Class Members.

18 18. **Superiority:** A class action is vastly superior to other available means for fair and
19 efficient adjudication of Class Members' claims and would be beneficial to the parties and the
20 Court. Class action treatment will allow a number of similarly situated persons to simultaneously
21 and efficiently prosecute their common claims in a single forum without the unnecessary
22 duplication of effort and expense that numerous individual actions would entail. In addition, the
23 monetary amounts due to many individual Class Members are likely to be relatively small and
24 would thus make it difficult, if not impossible, for individual Class Members to both seek and
25 obtain relief. Moreover, a class action will serve an important public interest by permitting Class
26 Members to effectively pursue the recovery of monies owed to them. Further, a class action will
27 prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

28 **IV. STATEMENT OF FACTS**

19 19. IWC Wage Order 10 ("the Wage Order") applies to "all persons employed in the
20 amusement and recreation industry whether paid on a time, piece rate, commission, or other basis"
21 Wage Order, § 1. The Wage Order defines "Amusement and recreation industry" to mean



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1 any industry, business, or establishment operated for the purpose of furnishing
2 entertainment or recreation to the public, including but not limited to theaters, dance halls,
3 bowling alleys, billiard parlors, skating rinks, riding academies, racetracks, amusement
4 parks, athletic fields, swimming pools, gymnasiums, golf courses, tennis courts,
5 carnivals, and wired music studios

6 Wage Order, § 2(A). At all relevant times during the applicable limitations period, the Defendants,
7 Green, and all of the Class Members were covered by the Wage Order because the Defendants
8 operated, and Green, and all of the Class Members worked for, one or more establishments
9 operated as amusement parks. Accordingly, Green and all of the other Class Members are entitled
10 to the protections the Wage Order provides.

11 20. On approximately June 17, 2017, the Defendants began to employ Green in Buena
12 Park. During the last portion of her employment, Defendants employed Plaintiff in the position
13 of hourly, non-exempt picnic catering supervisor. The Defendants continuously employed her in
14 that capacity until on or about August 30, 2021 when her employment ended.

15 21. At all relevant times, the Defendants issued wages to Green and all of the other
16 Class Members on a semimonthly (24 paychecks/year) basis and paid them by the hour. At all
17 relevant times, the Defendants classified Green and all of the other Class Members as non-exempt
18 employees entitled to the protections of the Labor Code and the Wage Order.

19 22. At all relevant times, the Defendants failed to compensate Green and all of the
20 other Class Members for all hours worked at the applicable minimum or regular rates of pay. The
21 Defendants prohibited Green and the other Class Members from leaving work until their work
22 was complete but prohibited them from recording all hours worked. The Defendants also required
23 Green and the other Class Members to work during meal periods in which they were clocked out.
24 Further, The Defendants interrupted the meal periods of Green and the other Class Members.

25 23. At all relevant times, the Defendants failed to compensate Green and all of the
26 other Class Members at the correct rates of pay for all hours worked over eight in a day, over 40
27 in a week, and for the first eight hours of the seventh day of the workweek. The Defendants
28 prohibited Green and the other Class Members from leaving work until their work was complete
but prohibited them from recording overtime hours.

24. At all relevant times, the Defendants failed to compensate Green and all of the
other Class Members at the correct rates of pay for all hours worked over 12 in a day, and all over



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1 the first eight of the seventh day of the workweek. The Defendants prohibited Green and the other
2 Class Members from leaving work until their work was complete but prohibited them from
3 recording double-time hours.

4 25. At all relevant times, the Defendants failed to provide Green and all of the other
5 Class Members with all timely 30-minute, off-duty meal periods. The Defendants also required
6 Green and the other Class Members to work during meal periods in which they were clocked out.
7 Further, The Defendants interrupted the meal periods of Green and the other Class Members. The
8 Defendants postponed the meal periods of Green and the other Class Members so that they were
9 not within the first five hours of work. The Defendants did not pay premium wages to Green and
10 the other Class Members for these violations of their rights to timely, duty-free 30-minute meal
11 periods. The Defendants also failed to pay premium wages for days on which they failed to
12 provide Green and all of the other Class Members with meal periods as required by law.

13 26. At all relevant times, the Defendants failed to authorize and permit Green and all
14 of the other Class Members to take ten-minute, off-duty, paid rest breaks every four hours worked
15 or major portion thereof. The Defendants also required Green and the other Class Members to
16 work during rest breaks. Further, The Defendants interrupted the rest breaks of Green and the
17 other Class Members. The Defendants did not pay premium wages to Green and the other Class
18 Members for these violations of their rights to timely, duty-free 10-minute rest breaks. The
19 Defendants also failed to pay premium wages for days on which they failed to authorize and
20 permit Green and all of the other Class Members to take rest breaks as required by law.

21 27. At all relevant times, the Defendants required Green and all of the other Class
22 Members to incur certain business expenses in the course of performing their duties. The
23 Defendants required Green and all of the other Class Members to supply mobile phones to
24 perform their job duties. However, the Defendants did not provide these items and did not
25 reimburse Green and the other Class Members for these items. The Defendants required Green
26 and the other Class Members to use their mobile phones to perform their job duties because the
27 walkie-talkies assigned to the employees did not work.

28 28. At all relevant times, the Defendants failed to issue to Green and all of the other
Class Members complete and accurate wage statements that state all hours worked at the correct
rates of pay, and all wages earned. The Defendants knowingly and intentionally failed to state on
the wage statements they issued to Green and all of the other Class Members the unpaid wages



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discussed above. The wage statements fail to state all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, and related information.

29. At all relevant times, the Defendants also failed to timely pay Green and all of the other Class Members all earned wages as described above during and at the conclusion of employment.

30. At all relevant times, the Defendants failed to maintain accurate employee records of Green and all of the other Class Members.

31. For the reasons stated herein, Plaintiff alleges that as a result of Defendants' unlawful practices and policies, Plaintiff and the Class Members were:

- A. Not provided with all off duty meal periods;
- B. Not authorized and permitted to take all rest break periods;
- C. Not paid one hour's pay for each workday in which Defendants failed to authorize and permit them to take one or more timely rest periods;
- D. Not paid one hour's pay for each workday in which Defendants failed to provide them with one or more timely meal periods;
- E. Not paid all wages earned, including, but not limited to, minimum, regular, overtime, and doubletime wages for work performed while clocked out;
- F. Not indemnified for all necessary business expenditures incurred during the discharge of their duties;
- G. Not provided with accurate and complete wage statements; and
- H. Not timely paid all earned and unpaid wages at the time their employment ended.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES AT THE CORRECT RATES

Lab. Code §§ 510, 1194, 1197, and 1198

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

32. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

33. At all relevant times, Plaintiff and the Class Members have been non-exempt employees entitled to the protections of both the Labor Code and the Wage Order.

///



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1 **A. FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED AT**
2 **THE CORRECT RATES OF PAY**

3 34. Section 2 of the Wage Order defines “hours worked” as “the time during which an
4 employee is subject to the control of an employer, and includes all the time the employee is
5 suffered or permitted to work, whether or not required to do so.”

6 35. Section 3 of the Wage Order states:

7 The following overtime provisions are applicable to employees 18 years of age or
8 over and to employees 16 or 17 years of age who are not required by law to attend
9 school and are not otherwise prohibited by law from engaging in the subject work.
10 Such employees shall not be employed more than eight (8) hours in any workday
11 or more than 40 in a workweek unless the employee receives one and one half
12 (1½) times such employee’s regular rate of pay for all hours worked over 40 hours
13 in the workweek. Eight (8) hours of labor constitutes a day’s work. Employment
14 beyond eight (8) hours in any workday or more than six (6) days in any workweek
15 is permissible provided the employee is compensated for such overtime at not less
16 than:

- 17 (a) One and one-half (1½) times the employee’s regular rate of pay for all
18 hours worked in excess of eight (8) hours up to and including twelve (12)
19 hours in any workday, and for the first eight (8) hours worked on the
20 seventh (7th) consecutive day of work in a workweek;
- 21 (b) Double the employee’s regular rate of pay for all hours worked in excess
22 of 12 hours in any workday and for all hours worked in excess of eight (8)
23 hours on the seventh (7th) consecutive day of work in a workweek. The
24 overtime rate of compensation required to be paid to a nonexempt full-
25 time salaried employee shall be computed by using the employee’s regular
26 hourly salary as one fortieth (1/40) of the employee’s weekly salary.

27 36. Section 4 of the Wage Order requires an employer to pay non-exempt employees
28 at least the minimum wage set forth therein for all hours worked, which consists of all hours that
an employer has actual or constructive knowledge that employees are working.

37. Labor Code section 510 states:

Eight hours of labor constitutes a day’s work. Any work in excess of eight hours
in one workday and any work in excess of 40 hours in any one workweek and the
first eight hours worked on the seventh day of work in any one workweek shall be
compensated at the rate of no less than one and one-half times the regular rate of
pay for an employee. Any work in excess of 12 hours in one day shall be



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1 compensated at the rate of no less than twice the regular rate of pay for an
2 employee. In addition, any work in excess of eight hours on any seventh day of a
3 workweek shall be compensated at the rate of no less than twice the regular rate of
4 pay of an employee. Nothing in this section requires an employer to combine more
than one rate of overtime compensation in order to calculate the amount to be paid
to an employee for any hour of overtime work.

5 38. Labor Code section 1194 invalidates any agreement between an employer and an
6 employee to work for less than the minimum wage required under the applicable Wage Order.

7 39. Labor Code section 1197 makes it unlawful for an employer to pay an employee
8 less than the minimum wage required under the applicable Wage Order for all hours worked
9 during a payroll period.

10 40. Labor Code section 1198 makes it unlawful for an employer to employ an
11 employee under conditions that violate the Wage Order.

12 41. In conjunction, these provisions of the Labor Code require employers to pay non-
13 exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours
14 worked, including unrecorded hours when the employer knew or reasonably should have known
15 that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22
Cal.4th 575, 585.)

16 42. At all relevant times during the applicable limitations period, Defendants failed to
17 compensate Plaintiff and the Class Members for all hours worked, including, but not limited to
18 minimum, regular, overtime and doubletime wages for all minimum, regular, overtime and
19 doubletime hours, respectively, that they worked at the correct rates of pay.

20 43. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
21 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
22 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
rates of pay as required by California law.

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PROVIDE MEAL PERIODS**

25 **Lab. Code §§ 226.7 and 512**

26 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

27 44. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

28 45. At all relevant times during the applicable limitations period, Plaintiff and the



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1 Class Members have been employees of Defendants and entitled to the benefits and protections
2 of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

3 46. In relevant part, California Labor Code § 1198 states:

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

7 47. In relevant part, In relevant part, California Labor Code § 512 states:

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

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

17 48. In relevant part, Section 11 of the Wage Order states:

18 Meal Periods:

19
20 (A) No employer shall employ any person for a work period of more
21 than five (5) hours without a meal period of not less than 30
22 minutes, except that when a work period of not more than six (6)
hours will complete the day's work the meal period may be waived
by mutual consent of the employer and the employee.

23 (B) An employer may not employ an employee for a work period of
24 more than ten (10) hours per day without providing the employee
25 with a second meal period of not less than 30 minutes, except that
26 if the total hours worked is no more than 12 hours, the second meal
period may be waived by mutual consent of the employer and the
employee only if the first meal period was not waived.

27 (C) Unless the employee is relieved of all duty during a 30 minute meal
28 period, the meal period shall be considered an "on duty" meal



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period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

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

(E) In all places of employment where employees are required to eat on the premises, a suitable place for that purpose shall be designated.

49. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal or rest period is not provided.

50. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the Class Members were entitled to uninterrupted meal periods of at least 30 minutes for each day they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled to a second 30-minute meal period when they worked more than 10 hours in a workday.

51. Defendants intentionally failed to provide Plaintiff and the Class Members with



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1 all required 30-minute duty free meal periods in accordance with the Wage Order. The Defendants
2 also required Green and the other Class Members to work during meal periods in which they were
3 clocked out. Further, The Defendants interrupted the meal periods of Green and the other Class
4 Members. The Defendants postponed the meal periods of Green and the other Class Members so
5 that they were not within the first five hours of work. The Defendants did not pay premium wages
6 to Green and the other Class Members for these violations of their rights to timely, duty-free 30-
minute meal periods.

7 52. At all relevant times, Defendants failed to provide Plaintiff and the Class Members
8 with all timely rest and meal periods. Defendants denied Plaintiff and the other Class Members
9 their 30-minute off-duty meal period within the first five hours of work. Furthermore, Defendants
10 failed to pay premium wages for days on which they failed to provide Plaintiff and the other Class
11 Members with timely meal periods.

12 53. Plaintiff is informed and believes and thereon alleges that, at all relevant times
13 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
14 which resulted in Defendants not providing the and the Class Members with all off-duty meal
periods required by California law.

15 54. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
16 suffered damages in amounts subject to proof to the extent they were not paid additional wages
17 owed for all meal periods not provided to them.

18 55. By reason of the above, Plaintiff and the Class Members are entitled to premium
19 wages for workdays in which one or more meal periods were not provided to them pursuant to
20 California Labor Code § 226.7.

21 **A. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE**
22 **LABOR CODE**

23 56. In relevant part, Labor Code section 558.1 states:

24 (a) Any employer or other person acting on behalf of an employer,
25 who violates, or causes to be violated, any provision regulating
26 minimum wages or hours and days of work in any order of the
Industrial Welfare Commission, or violates, or causes to be
27 violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be
held liable as the employer for such violation.

28 (b) For purposes of this section, the term "other person acting on



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1 on the total hours worked daily at the rate of ten (10) minutes net
2 rest time per four (4) hours or major fraction thereof. However, a
3 rest period need not be authorized for employees whose total daily
4 work time is less than three and one-half (3 ½) hours. Authorized
5 rest period time shall be counted as hours worked for which there
6 shall be no deduction from wages.

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

12 61. In relevant part, California Labor Code § 226.7 states:

13 (b) An employer shall not require an employee to work during
14 a meal or rest period mandated pursuant to an applicable
15 statute, or applicable regulation, standard, or order of the
16 Industrial Welfare Commission, the Occupational Safety
17 and Health Standards Board, or the Division of
18 Occupational Safety and Health.

19 (c) If an employer fails to provide an employee a meal period
20 or rest period in accordance with a state law, including, but
21 not limited to, an applicable statute or applicable
22 regulation, standard, or order of the Industrial Welfare
23 Commission, the Occupational Safety and Health
24 Standards Board, or the Division of Occupational Safety
25 and Health, the employer shall pay the employee one
26 additional hour of pay at the employee's regular rate of
27 compensation for each work day that the meal or rest
28 period is not provided.

62. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be
authorized and permitted to take net rest breaks of at least ten minutes for each four-hour period
of work, or major fraction thereof.

63. Defendants intentionally failed to authorize and permit Plaintiff and the Class
Members to take all 10-minute rest periods free from any work duties in accordance with the
Wage Order. The Defendants also required Green and the other Class Members to work during
rest breaks. Further, The Defendants interrupted the rest breaks of Green and the other Class
Members. The Defendants did not pay premium wages to Green and the other Class Members for



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1 these violations of their rights to timely, duty-free 10-minute rest breaks.

2 64. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
3 Class Members to take all timely rest periods. Furthermore, Defendants failed to pay premium
4 wages to Plaintiff and the Class Members for days on which they failed to authorize and permit
5 Plaintiff and the other Class Members to take timely rest periods.

6 65. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
7 Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or major
8 fraction thereof. Defendants did not seek an exemption from the rest period protections of the
9 Wage Order from the California Division of Labor Standards Enforcement. Moreover,
10 Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they failed
11 to authorize and permit them to take 10-minute rest periods every four hours worked or major
12 fraction thereof.

13 66. Plaintiff is informed and believes and thereon alleges that, at all relevant times
14 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
15 which resulted in Defendants not authorizing and permitting Plaintiff and the Class Members to
16 take all rest breaks required by California law.

17 67. Defendants failed to provide Plaintiff with all required rest breaks in accordance
18 with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at relevant times
19 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
20 which resulted in Defendants not providing the Class Members with all rest breaks required by
21 California law.

22 68. Defendants failed to pay Plaintiff the additional wages required by California
23 Labor Code § 226.7 for all rest breaks not provided to her. Plaintiff is informed and believes and
24 thereon alleges that, at relevant times within the applicable limitations period, Defendants have
25 maintained a policy, practice, or a lack of a policy which resulted in Defendants not providing the
26 Class Members with additional wages for all rest breaks not provided to them as required by
27 California Labor Code § 226.7.

28 69. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
suffered damages in amounts subject to proof to the extent they were not paid additional wages
owed for all rest breaks not provided to them.

70. By reason of the above, Plaintiff and the Class Members are entitled to premium



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1 wages for workdays in which one or more rest breaks were not provided to them pursuant to
2 California Labor Code § 226.7.

3 **FOURTH CAUSE OF ACTION**

4 **FAILURE TO INDEMNIFY**

5 **Lab. Code § 2802**

6 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

7 71. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

8 72. In pertinent part, California Labor Code § 2802(a) states: “An employer shall
9 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct
10 consequence of the discharge of his or her duties.” Additionally, the Wage Order states,

11 (A) When uniforms are required by the employer to be worn by the
12 employee as a condition of employment, such uniforms shall be provided
13 and maintained by the employer.

14 ...

15 (B) When tools or equipment are required by the employer or are necessary to
16 the performance of a job, such tools and equipment shall be provided and
17 maintained by the employer, except that an employee whose wages are at
18 least two (2) times the minimum wage provided herein may be required to
19 provide and maintain hand tools and equipment customarily required by
20 the trade or craft.

21 Wage Order, § 9(A) and (B).

22 73. California Labor Code § 1198 prohibits employers from employing their
23 employees under conditions prohibited by the Wage Order.

24 74. At all relevant times, Defendants required Plaintiff and the Class Members to incur
25 certain business expenses in the course of performing their duties.

26 75. As described above, the Defendants required Green and all of the other Class
27 Members to incur certain business expenses in the course of performing their duties. The
28 Defendants required Green and all of the other Class members to supply mobile phones to perform
their job duties. However, the Defendants did not provide these items and did not reimburse Green
and the other Class members for these items. The Defendants required Green and the other Class
Members to use their mobile phones to perform their job duties because the walkie-talkies
assigned to the employees did not work.



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1 76. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
2 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
3 failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred
4 during the course of performing their duties.

5 **FIFTH CAUSE OF ACTION**

6 **FAILURE TO ISSUE ACCURATE AND COMPLETE WAGE STATEMENTS**

7 **Lab. Code § 226**

8 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

9 **A. FAILURE TO PROVIDE ACCURATE AND COMPLETE WRITTEN WAGE STATEMENTS**

10 77. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

11 78. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were
12 entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
13 statement showing:

14 A. Gross wages earned;

15 B. Total hours worked by the employee, except for any employee whose
16 compensation is solely based on a salary and who is exempt from payment of overtime under
17 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

18 C. The number of piece rate units earned and any applicable piece rate if the
19 employee is paid on a piece-rate basis;

20 D. All deductions, provided that all deductions made on written orders of the
21 Employee may be aggregated and shown as one item;

22 E. Net wages earned;

23 F. The inclusive dates of the period for which the employee is paid;

24 G. The name of the employee and his or her social security number, except
25 that by January 1, 2008, only the last four digits of his or her social security number or an
26 employee identification number other than a social security number may be shown on the itemized
27 statement;

28 H. The name and address of the legal entity that is the employer; and

I. All applicable hourly rates in effect during the pay period and the
corresponding number of hours worked at each hourly rate by the employee.



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1 79. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury
2 if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if
3 the employer fails to provide accurate and complete information as required by California Labor
4 Code § 226(a) and the employee cannot “promptly and easily determine” from the wage statement
5 alone one or more of the following:

6 A. The amount of the gross wages or net wages paid to the employee during
7 the pay period or any of the other information required to be provided on the itemized wage
8 statement pursuant to California Labor Code § 226(a);

9 B. Which deductions the employer made from gross wages to determine the
10 net wages paid to the employee during the pay period;

11 C. The name and address of the employer and, if the employer is a farm labor
12 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
13 and address of the legal entity that secured the services of the employer during the pay period;

14 D. The name of the employee and only the last four digits of his or her social
15 security number or an employee identification number other than a social security number; and

16 E. The number of piece-rate units earned and the piece rate.

17 80. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
18 means a reasonable person would be able to readily ascertain the information without reference
19 to other documents or information.

20 81. Similarly, section 6(B) of the Wage Order states

21 Every employer who has control over wages, hours, or working conditions shall
22 semimonthly or at the time of each payment of wages furnish each employee an
23 itemized statement in writing showing:

24 (1) all deductions;

25 (2) the inclusive dates of the period for which the employee is paid;

26 (3) the name of the employee or the employee’s social security number; and

27 (4) the name of the employer, provided all deductions made on written orders
28 of the employee may be aggregated and shown as one item. (See Labor
Code Section 226.)

 This information shall be furnished either separately or as a detachable part of the



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check, draft, or voucher paying the employee's wages.

82. As alleged herein, at all relevant times during the applicable limitations period, Defendants violated California Labor Code section 226 because they did not properly and accurately itemize each employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the employee and other requirements of California Labor Code section 226. Defendants failed to state in the wage statements they issued to Plaintiff and the other Class Members all their hours worked and wages earned, including, but not limited to, regular and overtime wages for work they performed off-the-clock after clocking-out (as described above). Defendants knowingly and intentionally did not issue either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, statements to Plaintiff and the Class Members that state all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, and related information.

83. Defendants' failure to provide Plaintiff and the other Class Members with accurate wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and the other Class Members with accurate wage statements but intentionally provided wage statements that Defendants knew were not accurate.

84. As a result of being provided with inaccurate wage statements by Defendants, Plaintiff and the other Class Members have suffered injury. Their legal rights to receive accurate wage statements were violated and they were misled about the amount of wages they had actually earned and were owed. In addition, the absence of accurate information on their wage statements prevented immediate challenges to Defendants' unlawful pay practices, has required discovery and mathematical computations to determine the amounts of wages owed, has caused difficulty and expense in attempting to reconstruct time and pay records and/or has led to the submission of inaccurate information about wages to state and federal government agencies. Further, Plaintiff and the other Class Members were not able to ascertain from the wage statements whether Defendants complied with their obligations under California Labor Code section 226(a).

B. FAILURE TO PROVIDE NOTICE OF AVAILABLE SICK LEAVE

85. Labor Code § 246 states



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1 An employer shall provide an employee with written notice that sets forth the
2 amount of paid sick leave available, or paid time off leave an employer provides
3 in lieu of sick leave, for use on either the employee's itemized wage statement
4 described in Section 226 or in a separate writing provided on the designated pay
date with the employee's payment of wages.

5 Lab.Code § 246(h) (effective July 1, 2015). As a matter of policy and practice, the Defendants
6 failed to provide Green and all of the other Class Members with an itemized wage statement or
7 separate writing that set forth the amount of paid sick leave available.

8 86. Pursuant to California Labor Code § 226(e), Plaintiffs and the other Class
9 Members are entitled to recover the greater of actual damages, or penalties of fifty dollars (\$50)
10 for the initial pay period in which a violation of California Labor Code § 226(a) occurred and one
11 hundred dollars for each violation of California Labor Code § 226(a) in a subsequent pay period,
12 not to exceed an aggregate penalty of four thousand dollars (\$4,000) per Class Member, and are
also entitled to an award of costs and reasonable attorneys' fees.

14 **SIXTH CAUSE OF ACTION**

15 **WILLFUL FAILURE TO TIMELY PAY FINAL WAGES**

16 **(Lab. Code §§ 201, 202, and 203)**

17 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

18 87. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

19 88. At all relevant times during the applicable limitations period, Plaintiffs and the
20 Class have been non-exempt employees of Defendants and entitled to the benefits and protections
of California Labor Code §§ 201, 202, and 203, and the Wage Order.

21 89. Labor Code § 201 provides that all earned and unpaid wages of an employee who
22 is discharged are due and payable immediately at the time of discharge.

23 90. Labor Code § 202 provides that all earned and unpaid wages of an employee who
24 quits after providing at least 72-hours notice before quitting are due and payable at the time of
quitting and that all earned and unpaid wages of an employee who quits without providing at least
25 72-hours notice before quitting are due and payable within 72 hours.

26 91. The Defendants failed to pay Green and all of the other Class Members whose
27 employment ended all of the earned but unpaid wages described above by the conclusion of their
28



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1 employment with Green, including minimum wages, regular wages, overtime wages, doubletime
2 wages, unprovided meal period premium wages, unprovided rest break premium wages, and
3 related compensation.

4 92. By failing to pay such earned wages to Plaintiff and the Class Members,
5 Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code
6 § 201 or § 202.

7 93. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff
8 and the Class Members all of their earned and unpaid wages (described above) have been willful
9 in that, at all relevant times, Defendants have deliberately maintained policies and practices that
10 violate the requirements of the Labor Code and the Wage Order, even though at all relevant times,
11 they have had the ability to comply with those legal requirements.

12 94. Pursuant to Labor Code § 203, Plaintiffs seeks waiting time penalties on behalf of
13 themselves and the Class, in amounts subject to proof not to exceed 30 days of waiting time
14 penalties for each Class Member.

15 **SEVENTH CAUSE OF ACTION**

16 **UNFAIR COMPETITION**

17 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

18 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

19 95. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

20 96. At all relevant times during the applicable limitations period, Plaintiff and the
21 Class Members have been employees of Defendants and entitled to the benefits and protections
22 of the Business and Professions Code §§ 17200, *et seq.*

23 97. The unlawful conduct of Defendants alleged herein amount to and constitutes
24 unfair competition within the meaning of California Business & Professions Code §§ 17200, *et*
25 *seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly
26 gained a competitive advantage over other comparable companies doing business in California
27 that comply with their legal obligations to compensate employees for all earned wages.

28 98. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the
Class Members have suffered injuries in fact and lost money or property. Plaintiff and the Class
Members were deprived of minimum wages, regular wages, overtime wages, doubletime wages,
missed meal period premium wages, missed rest period premium wages, phone expenses, and



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comparable money and property.

99. Pursuant to California Business & Professions Code § 17203, Plaintiff and the Class Members are entitled to restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of their unlawful and unfair business practices.

100. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in connection with their unfair competition claims pursuant to California Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

EIGHTH CAUSE OF ACTION

CIVIL PENALTIES

(Lab Code §§2698, *et seq.*)

(By Plaintiff and the Aggrieved Employees against all Defendants)

101. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

102. The "Aggrieved Employees" are all members of the Class defined above who Defendants employed during the period beginning August 19, 2021 and ending on the date that final judgment is entered in this action.

103. Labor Code § 204 states

(a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. ...

(b) (1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

(2) An employer is in compliance with the requirements of subdivision (a) of Section 226 relating to total hours worked by the employee, if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in a subsequently issued paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.

(c) However, when employees are covered by a collective bargaining agreement that provides different pay arrangements, those arrangements shall apply to the covered employees.

(d) The requirements of this section shall be deemed satisfied by the payment



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of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

104. Defendants paid wages to employees on regular intervals. Defendants, however, failed to pay Plaintiff on such intervals for all wages earned and all hours worked. On information and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved Employees on such intervals for all wages earned and all hours worked.

105. During the applicable time period, Defendants violated California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, and 2802.

106. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of themselves and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in California Labor Code § 2699.3.

107. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff and the Class are entitled to recover civil penalties for each of the Defendants' violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1194, 1197, 1198, and 2802 during the applicable limitations period in the following amounts:

A. For violations of California Labor Code § 204, one hundred dollars (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee for each subsequent, willful or intentional violation (penalty amounts established by California Labor Code § 210).

B. For violations of California Labor Code § 226(a), two hundred fifty dollars (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars (\$1,000.00) for each Aggrieved Employee for each subsequent violation (penalty amounts established by California Labor Code § 226.3).

C. For violations of California Labor Code §§ 510 and 512, fifty dollars (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00) for each Aggrieved Employee for each subsequent violation, per pay period (penalty amounts established by California Labor Code § 558).

D. For violations of California Labor Code § 1197, one hundred dollars (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per pay period (regardless of whether the initial violations were intentionally committed) (penalty amounts



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1 established by California Labor Code § 1197.1).

2 E. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
3 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for
4 each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay
5 period for each subsequent violation (penalty amounts established by California Labor Code §
6 2699(f)(2)).

7 108. Plaintiff has complied with the procedures for bringing suit specified in California
8 Labor Code § 2699.3. By letter dated August 19, 2022, Plaintiff filed written notice online with
9 the Labor and Workforce Development Agency (“LWDA”) and gave written notice by certified
10 mail to Defendants of the specific provisions of the California Labor Code alleged to have been
11 violated, including the facts and theories to support the alleged violations. A true and correct copy
12 of the notice to the LWDA dated August 19, 2022, is attached as **Exhibit A**. Plaintiff accompanied
13 her LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to take action in
14 response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff anticipates that the
15 LWDA will provide written notice to Plaintiff informing her that it does not intend to investigate
16 these allegations.

17 109. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
18 Employees are entitled to an award of civil penalties, reasonable attorney’s fees and costs in
19 connection with their claims for civil penalties.

20 **V. PRAYER FOR RELIEF**

21 101. WHEREFORE, Plaintiff, on behalf of herself and the Class Members, prays for
22 relief and judgment against Defendants as follows:

23 A. An order that the action be certified as a class action with respect to
24 Plaintiff’s claims for violations of California law;

25 B. An order that Plaintiff be appointed class representative;

26 C. An order that counsel for Plaintiff be appointed class counsel;

27 D. Unpaid wages, including minimum, regular, overtime, double-time, split
28 shift, vacation, missed meal period, missed rest period, nonproductive time, rest and recovery
time, and reporting time wages;

E. Liquidated damages;

F. Civil penalties;



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- 1 G. Statutory penalties, including waiting time penalties;
2 H. Restitution;
3 I. Declaratory relief;
4 J. Actual damages;
5 K. Pre-judgment interest;
6 L. Costs of suit;
7 M. Reasonable attorneys' fees; and
8 N. Such other relief as the Court deems just and proper.

9 **VI. DEMAND FOR JURY TRIAL**

10 Plaintiff, on behalf of herself and all other Class Members, hereby demands a jury trial on
11 all issues so triable.

12 Respectfully submitted,

13 THE SPIVAK LAW FIRM

14 Dated: October 26, 2022

15 By:



16 DAVID G. SPIVAK, Attorneys for
17 Plaintiff(s), TOJYIA GREEN, and all
18 others similarly situated
19
20
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22



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EXHIBIT A



THE SPIVAK LAW FIRM

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SENT BY ELECTRONIC SUBMISSION, CERTIFIED MAIL, AND EMAIL

August 19, 2022

Attn: PAGA Administrator
Labor and Workforce Development Agency
Attn: PAGA Administrator
<http://dir.tflaforms.net>
Via Electronic Submission

Re: Tojyia Green / Knott's Berry Farm

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Tojyia Green (hereafter “Green” or “Complainant”) provides notice that Magnum Management Corporation, an Ohio corporation, Cedar Fair, L.P., a Delaware limited partnership, and related entities (collectively “the Knott's Berry Farm Employers” or “the Employers”) violated her rights and those of all other individuals the Knott's Berry Farm Employers have employed or otherwise contracted with in California as hourly, non-exempt catering and banquet employees, individuals performing work comparable to the aforementioned, and individuals in similar positions (hereafter the “Aggrieved Employees”) under Labor Code sections 201, 202, 203, 204, 226.7, 510, 512, 1174, 1194, 1197, 1198, 2802, and related provisions of the Labor Code. On behalf of herself and all other Aggrieved Employees, Green hereby provides this notice to the Labor & Workforce Development Agency and the Knott's Berry Farm Employers and their agents and representatives.

At all relevant times, the Knott's Berry Farm Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Green and all of the other Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 10-2001 (hereafter “the Wage Order”) section 2, subdivision (F) and “Aggrieved Employees” within the meaning of Labor Code section 2699(c).

Statement of Facts

On approximately June 17, 2017, the Knott's Berry Farm Employers began to employ Green in Buena Park. At the end of her employment, the Knott's Berry Farm Employers employed Green in the position of hourly, non-exempt picnic catering supervisor. The Knott's Berry Farm Employers continuously employed her in that capacity until on or about August 30, 2021 when her employment ended.

At all relevant times, the Knott's Berry Farm Employers issued wages to Green and all of the other Aggrieved Employees on a semimonthly (24 paychecks/year) basis and paid them by the hour. At all relevant times, the Knott's Berry Farm Employers classified Green and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

The Knott's Berry Farm Employers failed to compensate Green and all of the other Aggrieved Employees for all hours worked at the applicable minimum or regular rates of pay. The Knott's Berry Farm Employers prohibited Green and the other Aggrieved Employees from leaving work until their work was complete but prohibited them from recording all hours worked. The Knott's Berry Farm Employers also required Green and the other Aggrieved Employees to work during meal periods in which they were clocked out. Further, The Knott's Berry Farm Employers interrupted the meal periods of Green and the other Aggrieved Employees.

The Knott's Berry Farm Employers failed to compensate Green and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over eight in a day, over 40 in a week, and for the first eight hours of the seventh day of the workweek. The Knott's Berry Farm Employers prohibited Green and the other Aggrieved Employees from leaving work until their work was complete but prohibited them from recording overtime hours.

The Knott's Berry Farm Employers failed to compensate Green and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over 12 in a day, and all over the first eight of the seventh day of the workweek. The Knott's Berry Farm Employers prohibited Green and the other Aggrieved Employees from leaving work until their work was complete but prohibited them from recording double-time hours.

At all relevant times, the Knott's Berry Farm Employers failed to provide Green and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal periods. The Knott's Berry Farm Employers also required Green and the other Aggrieved Employees to work during meal periods in which they were clocked out. Further, The Knott's Berry Farm Employers interrupted the meal periods of Green and the other Aggrieved Employees. , The Knott's Berry Farm Employers postponed the meal periods of Green and the other Aggrieved Employees so that they were not within the first five hours of work. The Knott's Berry Farm Employers also failed to pay premium wages for days on which it failed to provide Green and all of the other Aggrieved Employees with meal periods as required by law.

At all relevant times, the Knott's Berry Farm Employers failed to authorize and permit Green and all of the other Aggrieved Employees to take ten-minute, off-duty, paid rest breaks every four hours worked or major portion thereof. The Knott's Berry Farm Employers also required Green and the other Aggrieved Employees to work during rest breaks. Further, The Knott's Berry Farm Employers interrupted the rest breaks of Green and the other Aggrieved Employees. The Knott's Berry Farm Employers also failed to pay premium wages for days on which it failed to authorize and permit Green and all of the other Aggrieved Employees to take rest breaks as required by law.

At all relevant times, the Knott's Berry Farm Employers required Green and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The Knott's Berry Farm Employers required Green and all of the other Aggrieved Employees to supply mobile phones to perform their job duties. However, the Knott's Berry Farm Employers did not provide these items and did not reimburse Green and the other Aggrieved Employees for these items. The Knott's Berry Farm Employers required Green and the other Aggrieved Employees to use their mobile phones to perform their job duties because the walkie-talkies assigned to the employees did not work.

At all relevant times, the Knott's Berry Farm Employers failed to issue to Green and all of the other Aggrieved Employees complete and accurate wage statements that state all hours worked at the correct rates of pay, and all wages earned. The Knott's Berry Farm Employers knowingly and intentionally failed to state on the wage statements they issued to Green and all of the other Aggrieved Employees the unpaid wages discussed above. The wage statements fail to state all minimum wages earned, all regular wages

earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned, and related information.

For the reasons stated herein, Green alleges the following violations of the Labor Code and the Wage Order on behalf of herself and all of the other Aggrieved Employees:

- (a) The Knott's Berry Farm Employers failed to pay Green and all of the other Aggrieved Employees all wages earned for all hours worked at the correct rates of pay, including minimum, regular, overtime, and doubletime wages;
- (b) The Knott's Berry Farm Employers failed to provide Green and all of the other Aggrieved Employees all meal periods in compliance with California law;
- (c) The Knott's Berry Farm Employers failed to authorize and permit Green and all of the other Aggrieved Employees to take rest breaks in compliance with California law;
- (d) The Knott's Berry Farm Employers failed to compensate Green and all of the other Aggrieved Employees at one hour's pay for each day in which the Knott's Berry Farm Employers failed to provide them with one or more meal periods as required by law;
- (e) The Knott's Berry Farm Employers failed to compensate Green and all of the other Aggrieved Employees at one hour's pay for each day in which the Knott's Berry Farm Employers failed to authorize and permit them to take one or more rest breaks as required by law;
- (f) The Knott's Berry Farm Employers failed to indemnify Green and all of the other Aggrieved Employees for all necessary business expenditures incurred during the discharge of their duties;
- (g) The Knott's Berry Farm Employers knowingly and intentionally failed to provide Green and all of the other Aggrieved Employees with accurate and complete wage statements;

- (h) The Knott's Berry Farm Employers willfully failed to timely pay Green and all of the other Aggrieved Employees all earned and unpaid wages during their employment with the Knott's Berry Farm Employers and when their employment ended; and
- (i) The Knott's Berry Farm Employers failed to maintain accurate employment records pertaining to Green and all of the other Aggrieved Employees.

Accordingly, Green now seeks civil penalties on behalf of herself and all of the other Aggrieved Employees based on the Knott's Berry Farm Employers' alleged violations of the Labor Code and the Wage Order.

The Wage Order

The Wage Order applies to "all persons employed in the amusement and recreation industry whether paid on a time, piece rate, commission, or other basis." Wage Order, § 1. The Wage Order defines "Amusement and Recreation industry" to mean

any industry, business, or establishment operated for the purpose of furnishing entertainment or recreation to the public, including but not limited to theaters, dance halls, bowling alleys, billiard parlors, skating rinks, riding academies, racetracks, amusement parks, athletic fields, swimming pools, gymnasiums, golf courses, tennis courts, carnivals, and wired music studios

Wage Order, § 2(A). At all relevant times during the applicable limitations period, the Knott's Berry Farm Employers, Green, and all of the Aggrieved Employees were covered by the Wage Order because the Knott's Berry Farm Employers operated, and Green, and all of the Aggrieved Employees worked for, one or more establishments operated as amusement parks. Accordingly, Green and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

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Failure To Pay Wages For All Hours Worked At The Correct
Rates of Pay
(Lab. Code §§ 510, 1194, 1197, and 1198)

Under Labor Code section 1197, “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.”

In relevant part, section 2(H) of the Wage Order states,

“Hours worked” means 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[.]

In relevant part, Labor Code section 1194 states:

- (a) 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.

In relevant part, Labor Code section 510 states:

Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

In relevant part, Section 3 of the Wage Order states:

The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 in a workweek unless the employee receives one and one half (1½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (a) One and one-half (1½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek;
- (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek. The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.

Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

In conjunction, these provisions of the Labor Code require employers to pay employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including hours spent working "off-the-clock" (before punching in or after punching out on a time clock) when the employer knew or reasonably should have known that employees were working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

The Knott's Berry Farm Employers prohibited Green and the other Aggrieved Employees from leaving work until their work was complete but prohibited them from recording all hours worked. The Knott's Berry Farm Employers also required Green

and the other Aggrieved Employees to work during meal periods in which they were clocked out. Further, The Knott's Berry Farm Employers interrupted the meal periods of Green and the other Aggrieved Employees. The Knott's Berry Farm Employers prohibited Green and the other Aggrieved Employees from leaving work until their work was complete but prohibited them from recording overtime hours. The Knott's Berry Farm Employers prohibited Green and the other Aggrieved Employees from leaving work until their work was complete but prohibited them from recording double-time hours.

At all relevant times during the applicable limitations period, the Knott's Berry Farm Employers failed to compensate Green and all of the other Aggrieved Employees for all hours worked, including, but not limited to minimum, regular, overtime, and doubletime wages for all hours they worked at the correct rates of pay. Accordingly, Green now seeks civil penalties on behalf of herself and all of the other Aggrieved Employees as follows:

1. \$50 for each aggrieved employee for each initial violation of Labor Code § 510, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code § 558);
2. \$100 for each aggrieved employee for each initial violation of Labor Code § 1194, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2));
3. \$100 for each underpaid aggrieved employee for each initial violation of Labor Code § 1197, and \$250 for each underpaid aggrieved employee for each subsequent violation per pay period (regardless of whether the initial violations were intentionally committed), in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203 (penalties set by Labor Code § 1197.1) and
4. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

Failure to Provide Meal Periods
(Lab. Code §§ 226.7, 512, and 1198)

In relevant part, section 2(H) of the Wage Order states,

“Hours worked” means 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.

In relevant part, Labor Code section 1198 states, “The employment of any employee ... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Labor Code section 512 states:

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

In relevant part, section 11 of the Wage Order states:

Meal Periods:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee.
- (B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee

with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

- (C) Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.
- (D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.
- (E) In all places of employment where employees are required to eat on the premises, a suitable place for that purpose shall be designated.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational

Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

At all relevant times, the Knott's Berry Farm Employers failed to provide Green and all of the other Aggrieved Employees with all timely meal periods. The Knott's Berry Farm Employers denied Green and all of the other Aggrieved Employees their 30-minute off-duty meal period within the first five hours of work. The Knott's Berry Farm Employers also required Green and the other Aggrieved Employees to work during meal periods in which they were clocked out. Further, The Knott's Berry Farm Employers interrupted the meal periods of Green and the other Aggrieved Employees. , The Knott's Berry Farm Employers postponed the meal periods of Green and the other Aggrieved Employees so that they were not within the first five hours of work. The Knott's Berry Farm Employers did not pay premium wages to Green and the other Aggrieved Employees for these violations of their rights to timely, duty-free 30-minute meal periods. Furthermore, the Knott's Berry Farm Employers failed to pay premium wages for days on which they failed to provide Green and all of the other Aggrieved Employees with timely meal periods. Accordingly, Green now seeks civil penalties for these Labor Code violations that the Knott's Berry Farm Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2));
2. \$50 for each aggrieved employee for each initial violation of Labor Code section 512, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code section 558); and
3. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Authorize and Permit Rest Periods
(Lab. Code §§ 226.7 & 1198)

Section 2(H) of the Wage Order states,

“Hours worked” means 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.

In relevant part, Labor Code section 1198 states,

The employment of any employee . . . under conditions of labor prohibited by the [Wage Order] is unlawful.

Section 12 of the Wage Order provides, in relevant part:

Rest Periods:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

The Knott's Berry Farm Employers failed to authorize and permit Green and all of the other Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every four hours worked or major fraction thereof. The Knott's Berry Farm Employers did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. The Knott's Berry Farm Employers also required Green and the other Aggrieved Employees to work during rest breaks. Further, The Knott's Berry Farm Employers interrupted the rest breaks of Green and the other Aggrieved Employees. The Knott's Berry Farm Employers did not pay premium wages to Green and the other Aggrieved Employees for these violations of their rights to timely, duty-free 10-minute rest breaks. Moreover, the Knott's Berry Farm Employers failed to pay Green and all of the other Aggrieved Employees premium wages on workdays the Knott's Berry Farm Employers failed to provide Green and all of the other Aggrieved Employees with 10-minute rest periods every four hours worked or major fraction thereof. Accordingly, Green now seeks civil penalties for these Labor Code violations that the Knott's Berry Farm Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent

violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and

2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Reimburse for Expenses
(Lab. Code §§ 1198 and 2802)

In pertinent part, Labor Code § 2802(a) states, “An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.”

Additionally, the Wage Order states,

- (A) When uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.

...

- (B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.

Wage Order, §§ 9(A) and (B).

Labor Code Section 1198 prohibits an employer from employing any person under conditions that violate the Wage Order.

As described above, the Knott's Berry Farm Employers required Green and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The Knott's Berry Farm Employers required Green and all of

the other Aggrieved Employees to supply mobile phones to perform their job duties. However, the Knott's Berry Farm Employers did not provide these items and did not reimburse Green and the other Aggrieved Employees for these items. The Knott's Berry Farm Employers required Green and the other Aggrieved Employees to use their mobile phones to perform their job duties because the walkie-talkies assigned to the employees did not work. Accordingly, Green seeks civil penalties for these Labor Code violations that the Knott's Berry Farm Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 2802, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Timely Pay Wages During Employment
(Lab. Code § 204)

Labor Code section 204 states all wages (other than those mentioned in Labor Code sections 201 and 202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

The Knott's Berry Farm Employers failed to compensate Green and all of the other Aggrieved Employees for wages earned, including minimum wages, regular wages, overtime wages, doubletime wages, unprovided meal period premium wages, unprovided rest break premium wages, and related compensation at the intervals stated above. As a result, the Knott's Berry Farm Employers failed to timely pay all earned

wages due during employment within the time periods set by Labor Code section 204. Accordingly, Green now seeks civil penalties for the Labor Code violations that the Knott's Berry Farm Employers have committed against her and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code section 204, and \$200 for each aggrieved employee for each subsequent violation, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code section 210).

Failure to Timely Pay Wages Upon Termination of Employment
(Lab. Code §§ 201-203)

Under Labor Code § 2019, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under § 202, if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting. *Id.*

Under Labor Code § 203, if an employer willfully fails to pay without abatement or reduction, in accordance with §§ 201 and 202, the wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

The Knott's Berry Farm Employers failed to pay Green and all of the other Aggrieved Employees whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Green, including minimum wages, regular wages, overtime wages, doubletime wages, unprovided meal period premium wages, unprovided rest break premium wages, and related compensation. Additionally, the Knott's Berry Farm Employers failed to issue to Green and all of the other Aggrieved Employees whose employment ended their final paychecks until the next regular pay day following the termination. By failing to pay Green and all of the other

Aggrieved Employees as set forth above at the end of employment, the Knott's Berry Farm Employers are liable for violations of Labor Code §§ 201, 202, and 203. Accordingly, on behalf of herself and all of the other Aggrieved Employees, Green seeks civil penalties from the Knott's Berry Farm Employers as follows:

1. For violations of Labor Code § 201, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 201 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 201 occurred (penalties set by Labor Code § 2699(f)(2));
2. For violations of Labor Code § 202, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 202 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 202 occurred (penalties set by Labor Code § 2699(f)(2)); and
3. For violations of Labor Code § 203, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 203 occurred, and \$200 for per aggrieved employee per pay period in which subsequent violations of § 203 occurred (penalties set by Labor Code § 2699(f)(2)).

Failure to Maintain Accurate Employment Records
(Lab. Code §§ 1174 & 1198)

Labor Code section 1174, which also pertains to recordkeeping, states:

Every person employing labor in this state shall:

...

- (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.
- (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate

paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

Labor Code section 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

Section 7 of Wage Order states,

(A) Every employer shall keep accurate information with respect to each employee including the following:

- (1) Full name, home address, occupation and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the Employee.

- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.
- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

The Knott's Berry Farm Employers failed to compensate Green and all of the other Aggrieved Employees for all hours worked at the correct rates of pay, including all minimum wages earned, all regular wages earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages earned, all rest break premium wages earned. As a result, the Knott's Berry Farm Employers have failed to accurately maintain all records required by section 1174 and the Wage Order, including but not limited to Green and all of the other Aggrieved Employees' total hours worked, total wages paid, and applicable hourly rates during each payroll period. Accordingly, Green seeks civil penalties on behalf of herself and all of the other Aggrieved Employees as follows:

1. \$500 for each aggrieved employee for each violation of Labor Code section 1174 (penalties set by Labor Code section 1174.5); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Conclusion

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Tojyia Green will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a

LWDA / The Knott's Berry Farm Employers
Re: Tojyia Green
August 19, 2022
Page 20 of 20

formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



David Spivak, Esq.
David@spivaklaw.com

cc: Tojyia Green

Mr. Walter L. Haines Esq.
United Employees Law Group
4276 Katella Ave
Suite 301
Los Alamitos CA 90720
walter@uelglaw.com

Magnum Management Corporation
C/O Justin D. Harris, Esq.
Reminger Co., LPA
154 Columbus Avenue
Sandusky, OH 44870

Cedar Fair, L.P.
C/O Justin D. Harris, Esq.
Reminger Co., LPA
154 Columbus Avenue
Sandusky, OH 44870

1 **PROOF OF SERVICE**

2
3 State of California,
4 County of Los Angeles

5 1. I am a citizen of the United States and am employed in the County
6 of Los Angeles, State of California. I am over the age of 18 years, and not a
party to the within action. My business address is 15303 Ventura Bl, Ste 900,
Sherman Oaks, CA 91403.

7 2. I am familiar with the practice of The Spivak Law Firm, for
8 collection and processing of correspondence for mailing with the United States
Postal Service. It is the practice that correspondence is deposited with the
United States Postal Service the same day it is submitted for mailing.

9 On Wednesday, October 26, 2022, I served the foregoing document described
10 as **FIRST AMENDED COMPLAINT** on interested parties by placing a true and correct
11 copy thereof enclosed in a sealed envelope, with postage fully prepaid,
addressed as follows:

12 **CSC-AGENT OF SERVICE OF PROCESS FOR**
13 **MAGNUM MANAGEMENT CORPORATION**
14 **2710 Gateway Oaks Drive, Suite 150N**
Sacramento, CA 98533

15 **UNITED STATES CORPORATION COMPANY**
16 **AGENT OF SERVICE OF PROCESS FOR**
17 **CEDAR FAIR, L.P.**
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 98533

18 XXXX (BY MAIL) I caused such an envelope to be mailed by placing it for
19 collection and mailing, in the course of ordinary business practice, with other
correspondence of The Spivak Law Firm, 15303 Ventura Bl, Ste 900, Sherman Oaks,
CA 91403.

20
21 (BY EMAIL) I caused the documents to be sent to the persons at the
22 electronic service addresses listed above from my electronic service address
nora@spivaklaw.com.

23 EXECUTED on Wednesday, October 26, 2022, at Burbank, California.

24 XXXX (State) I declare under penalty of perjury under the laws of the State of
25 California that the above is true and correct.

26 (Federal) I declare that I am employed in the office of a member of the
bar of this court at whose direction the service was made.