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Attorneys for Plaintiff ARCELI YAMIDO,
Individually and on behalf of all others similarly situated and , on behalf of the general public as
private attorney general.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

ARCELI YAMIDO, individually and on
behalf of all others similarly situated and, on
behalf of the general public as private attorney
general,

Plaintiff,

v.

COURTYARD MANAGEMENT
CORPORATION dba THE CLANCY,
AUTOGRAPH COLLECTION; MARRIOTT
INTERNATIONAL; MARRIOTT HOTEL
SERVICES, INC.; and DOES 1-50, inclusive,

Defendants.

CASE NO.: CGC-22-603015
Judge: Ethan P. Schulman
Dept.: 304

**FIRST AMENDED COMPLAINT
PURSUANT TO CALIFORNIA CODE OF
CIVIL PROCEDURE §382:**

- 1. Failure to Pay Wages Including Overtime as Required by Labor Code §§ 510 and 1194**
- 2. Failure to Provide Meal Periods as Required by Labor Code §§ 226.7, 512**
- 3. Failure to Provide Rest Periods as Required by Labor Code §§ 226.7, 512**
- 4. Failure to Pay Timely Wages Required by Labor Code § 203**
- 5. Failure to Provide Accurate Itemized Wage Statements as Required by Labor Code § 226**
- 6. Failure to Indemnify Necessary Business Expenses as Required by Labor Code § 2802**
- 7. Violation of Business & Professions Code § 17200, et seq.**
- 8. Private Attorneys General Act of 2004**

DEMAND FOR JURY TRIAL

**ELECTRONICALLY
FILED**
*Superior Court of California,
County of San Francisco*

10/07/2025
Clerk of the Court
BY: EDWARD SANTOS
Deputy Clerk

1 Plaintiff ARCELI YAMIDO (“Plaintiff”), individually and on behalf of all others similarly
2 situated (hereinafter collectively referred to as the “Class” or “Class Member”), hereby files this
3 First Amended Complaint against Defendants COURTYARD MANAGEMENT
4 CORPORATION dba THE CLANCY, AUTOGRAPH COLLECTION; MARRIOTT
5 INTERNATIONAL; MARRIOTT HOTEL SERVICES, INC.; and DOES 1-50, inclusive
6 (collectively “Defendants”) and alleges on information and belief as follows:

7 1. This is a representative action for recovery of penalties under the Private Attorneys
8 General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved
9 employees” to bring a lawsuit as a representative action on behalf of the general public as private
10 attorney general and all other current and former aggrieved employees, to recover civil penalties
11 and address an employer’s violations of the California Labor Code.

12 2. In this case, Defendants violated various provisions of the California Labor Code.
13 As set forth below, Defendants implemented policies and practices which led to Defendant’s: (a)
14 failure to pay wages including overtime; (b) failing to pay timely wages required by Labor Code §
15 203; (c) failing to provide accurate itemized wage statements; (d) failing to reimburse expenses.
16 As a result Plaintiff seeks penalties under Labor Code 2698, *et seq.* on behalf of the general public
17 as private attorney general and all other aggrieved employees.

18 **I. JURISDICTION AND VENUE**

19 3. The California Superior Court has jurisdiction over this action pursuant to
20 California Constitution Article VI, Section 10, which grants the Superior Court “original
21 jurisdiction in all cases except those given by statute to other trial courts.” The statutes under
22 which this action is brought do not give jurisdiction to any other court.

23 4. This Court has jurisdiction over Defendants because, upon information and belief,
24 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
25 avails itself of the California market so as to render the exercise of jurisdiction over it by the
26 California Courts consistent with traditional notions of fair play and substantial justice.

27 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
28 Civil Procedure section 395. Defendants are doing business throughout California, including but

1 not limited to Los Angeles County, and each Defendant is within the jurisdiction of this Court for
2 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and
3 all other aggrieved employees within the State of California. Defendants employ numerous
4 aggrieved employees in in the State of California.

5 6. On information and belief, Defendants have conducted business within the State of
6 California during the purported liability period and continue to conduct business throughout the
7 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
8 similarly situated non-exempt aggrieved employees within California.

9 7. The California Superior Court also has jurisdiction in this matter because on
10 information and belief there are no federal questions at issue, as the issues herein are based solely
11 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
12 California Code of Civil Procedure, the California Civil Code, and the California Business and
13 Professions Code.

14 8. On information and belief, during the statutory liability period and continuing to
15 the present (“liability period”), Defendant consistently maintained and enforced against
16 Defendant’s Non-Exempt aggrieved Employees, among others, the following unlawful practices
17 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
18 overtime; (b) failing to pay all wages earned and owed upon separation from Defendant’s employ;
19 (c) failing to provide accurate itemized wage statements; and (d) failing to reimburse expenses.

20 9. Plaintiff on behalf of the general public as private attorney general and all other
21 aggrieved employees bring this action pursuant to Labor Code 2698, et seq. for violations
22 enumerated under 2699.5 as follows: sections §§ 200, 201, 201.1, 201.3, 201.5, 202, 203, 204 *et*
23 *seq.*, 205.5, 206, 210, 218, 218.5, 218.6, 221, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8,
24 227.3, 233, 246, 256, 432, 510, 511, 512, 515, 516, 558, 1174, 1174.5, 1175, 1182.12, 1194,
25 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 *et seq.*, 2699 *et seq.*, 2800, and 2802 and
26 seeking penalties, interest, attorneys’ fees and costs.

II. PARTIES

10. Plaintiff ARCELI YAMIDO was employed by Defendants in approximately 2016 as a Non-Exempt Employee with the title of Barista and worked during the liability period for Defendants until Plaintiff's separation from Defendants' employ in approximately August 27, 2021. Plaintiff's duties included, but were not limited to making coffee beverages, restocking, cleaning, and operating the cash register.

11. Defendants COURTYARD MANAGEMENT CORPORATION dba THE CLANCY, AUTOGRAPH COLLECTION; MARRIOTT INTERNATIONAL; and MARRIOTT HOTEL SERVICES, INC., operate as a hotel and hospitality business. Plaintiff estimates there are in excess of 100 Non-Exempt Employees who work or have worked for Defendants over the last four years.

12. Other than identified herein, Plaintiff is unaware of the true names, capacities, relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. Plaintiff will amend this complaint when their true names and capacities are ascertained.

13. Plaintiff is informed and believes and thereon alleges that each defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and other members of the Class, and exercised control over their wages, hours, and working conditions. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other defendants.

III. CLASS ACTION ALLEGATION

14. Plaintiff brings this action individually and on behalf of all others similarly situated as a class action pursuant to Code of Civil Procedure § 382. The members of the Class are defined as follows:

1 All persons who have been employed by Defendants as Non-Exempt Employees or
2 equivalent positions, however titled, in the state of California from August 19, 2018 until
3 the matter has resolved. (collectively referred to as the "Class" or "Plaintiff's Class" or
"Class Members").

4 15. Plaintiff also seeks to represent the subclass(es) composed of and defined as follows:

5 **Sub-Class 1:** All Class Members who are or were employed by Defendants at any time
6 between August 19, 2018 and the present and who received wage statements from
Defendant (hereinafter collectively referred to as the "Wage Statement Subclass").

7 **Sub-Class 2:** All Class Members who are or were employed by Defendants who worked in
8 excess of six hours in a work day but were not provided with a timely, uninterrupted, duty-
free thirty-minute meal period (hereinafter collectively referred to as the "Meal Period
Subclass").

9
10 **Sub-Class 3:** All Class Members who are or were employed by Defendants who worked in
11 excess of three and a half (3.5) hours in a work day but were not authorized and permitted
a rest period (hereinafter collectively referred to as the "Rest Period Subclass").

12
13 **Sub-Class 4:** All Class Members who have been employed by Defendants at any time
14 between August 19, 2018 and the present and have separated their employment (hereinafter
collectively referred to as the "Waiting Time Penalty Subclass").

15 **Sub-Class 5:** All Class Members who are or were employed by Defendants and subject to
16 Defendant's Unfair Business Practices (hereinafter collectively referred to as the "Unfair
Business Practice Subclass").

17
18 16. Plaintiff reserves the right under California Rule of Court 3.765(b) and other
19 applicable laws to amend or modify the class definition with respect to issues or in any other
20 ways. Plaintiff is a member of the Class as well as each of the Sub-Classes.

21 17. The term "Class" includes Plaintiff and all members of the Class and each of the
22 Sub-Classes, if applicable. Plaintiff seeks class-wide recovery based on the allegations set forth in
23 this complaint.

24 18. There is a well-defined community of interest in the litigation and the proposed
25 Class is easily ascertainable through the records Defendants are required to keep.

26 19. Numerosity. The members of the Class are so numerous that individual joinder of
27 all of them as Plaintiff is impracticable. While the exact number of the Class members is unknown
28 to Plaintiff at this time, Plaintiff is informed and believes and thereon alleges that there are at least

1 100 (one hundred) Class members.

2 20. Commonality. Common questions of law and fact exist as to all Class members
3 and predominate over any questions that affect only individual members of the Class. These
4 common questions include, but are not limited to:

5 i. Whether Defendants failed to pay minimum wage compensation to Plaintiff
6 and Class Members for all hours worked;

7 ii. Whether Defendants failed to accurately pay overtime to Plaintiff and Class
8 Members;

9 iii. Whether Defendants violated Labor Code sections 226.7, 512, and
10 applicable IWC Wage Orders, by failing to authorize and permit daily rest periods to Plaintiff and
11 Class Members for every four hours or major fraction thereof worked and failing to compensate
12 said employees one hours wages in lieu of rest periods;

13 iv. Whether Defendants violated Labor Code sections 226.7, 512 and
14 applicable IWC Wage Orders, by failing to provide a meal period to Plaintiff and Class Members
15 on days they worked work periods in excess of six and ten hours and failing to compensate said
16 employees one hour wages in lieu of meal periods;

17 v. Whether Defendants failed to reimburse necessary business expense
18 pursuant to Labor Code § 2802;

19 vi. Whether Defendants provided accurate itemized wage statements pursuant
20 to Labor Code section 226;

21 vii. Whether Defendants violated Business and Professions Code and Labor
22 Code §§ 200, 201, 201.1, 201.3, 201.5, 202, 203, 204 *et seq.*, 205.5, 206, 210, 218, 218.5, 218.6,
23 221, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 233, 246, 256, 432, 510, 511, 512, 515,
24 516, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5,
25 2698 *et seq.*, 2699 *et seq.*, 2800, and 2802 and applicable IWC Wage Orders which violation
26 constitutes a violation of fundamental public policy; and
27

28 viii. Whether Plaintiff and the Members of the Plaintiff Class are entitled to

1 equitable relief pursuant to Business and Professions Code §§ 17200, *et. seq.*

2 ix. Whether Plaintiff and the Members of the Plaintiff Class are entitled to
3 relief in the form of back wages, penalties and interest for failure to pay minimum wages pursuant
4 to Labor Code §§ 558, 1194 and 1197.

5 21. Typicality. Plaintiff's claims herein alleged are typical of those claims which could
6 be alleged by any member of the Class and/or Subclass, and the relief sought is typical of the relief
7 which would be sought by each member of the Class and/or Subclass in separate actions. Plaintiff
8 and all members of the Class and or Subclass sustained injuries and damages arising out of and
9 caused by Defendants' common course of conduct in violation of California laws, regulations, and
10 statutes as alleged herein.

11 22. Adequacy. Plaintiff is qualified to, and will fairly and adequately protect the
12 interests of each member of the Class and/or Subclass with whom she has a well-defined
13 community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges an
14 obligation to make known to the Court any relationships, conflicts, or differences with any
15 member of the Class and/or Subclass. Plaintiff's attorneys and the proposed Counsel for the Class
16 and Subclass are versed in the rules governing class action discovery, certification, litigation, and
17 settlement and experienced in handling such matters. Other former and current employees of
18 Defendants may also serve as representatives of the Class and Subclass if needed.

19 23. Superiority. A class action is superior to other available means for the fair and
20 efficient adjudication of the claims of the Class and would be beneficial for the parties and the
21 court. Class action treatment will allow a large number of similarly situated persons to prosecute
22 their common claims in a single forum, simultaneously, efficiently, and without the unnecessary
23 duplication of effort and expense that numerous individual actions would require. The damages
24 suffered by each Class member are relatively small in the sense pertinent to class action analysis,
25 and the expense and burden of individual litigation would make it extremely difficult or
26 impossible for the individual Class Members to seek and obtain individual relief. A class action
27 will serve an important public interest by permitting such individuals to effectively pursue
28 recovery of the sums owed to them. Further, class litigation prevents the potential for inconsistent

1 or contradictory judgments raised by individual litigation.

2 24. Public Policy Considerations: Employers in the state of California violate
3 employment and labor laws every day. Current employees are often afraid to assert their rights out
4 of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because
5 they believe their former employers may damage their future endeavors through negative
6 references and/or other means. The nature of this action allows for the protection of current and
7 former employees' rights without fear or retaliation or damage.

8 **IV. FACTUAL ALLEGATIONS**

9 25. At all times set forth herein, Defendants employed Plaintiff and other persons in the
10 capacity of non-exempt positions, however titled, throughout the state of California.

11 26. Plaintiff is informed and believes Class Members have at all times pertinent hereto
12 been Non-Exempt within the meaning of the California Labor Code and the implementing rules
13 and regulations of the IWC California Wage Orders.

14 27. Defendants continue to employ Non-Exempt Employees, however titled, in
15 California and implement a uniform set of policies and practices to all non-exempt employees, as
16 they were all engaged in the generic job duties related to Defendant's hotel and hospitality
17 business.

18 28. Plaintiff is informed and believes, and thereon alleges, that Defendants are and
19 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
20 of the requirements of California's wage and employment laws.

21 29. On information and belief, during the relevant time frame, Plaintiff and Class
22 Members frequently worked well over eight (8) hours in a day and forty (40) hours in a work
23 week.

24 30. During the relevant time frame, Defendants compensated Plaintiff and Class
25 Members based upon an hourly rate.

1 31. In addition, the Class Members frequently worked in excess of eight (8) hours a
2 day and/or over forty (40) hours in a workweek, but were not properly paid for such time at the
3 employee's correct rate of pay per hour for overtime.

4 32. Defendants also failed to properly calculate Plaintiff's and the Class Members'
5 regular rate of pay including but not limited to by failing to include all forms of
6 compensation/remuneration in the regular rate including but not limited to bonuses, incentives
7 (COVID vaccine incentive), commissions, shift differential pay, and other compensation for
8 overtime calculation purposes.

9 33. On information and belief, Defendants also required Plaintiff and Class Members
10 to work off the clock. Plaintiff, and on information and belief Class Members, were not
11 compensated for their time communicating for work purposes on their personal cell phone. For
12 instance, on a daily basis, Plaintiff would be required to spend approximately 20-30 minutes while
13 off the clock communicating on the group chat Defendant maintained for work related
14 communications. Defendant would send work schedules via the group chat on Plaintiff's personal
15 cell phone. Despite these realities of the job, Plaintiff was not compensated for her off the clock
16 work. Over time, this resulted in a disproportionate underpayment of wages, including minimum
17 and overtime wages.

18 34. Defendants also shaved Plaintiff and Class Members' time. For instance, Plaintiff
19 would arrive and work before the start of her scheduled shift, but was not compensated for that
20 time. Instead, Defendant's management changed employees' time clock records after they were
21 entered. Defendant would alter the time records if the employee punched in too early or too late,
22 despite Plaintiff and Class Members clocking in with their fingerprints that recorded the time
23 exactly to the minute.

24 35. Indeed, during the relevant time, as a consequence of Defendants' staffing and
25 scheduling practices, work demands, and Defendants' policies and practices, Defendants
26 frequently failed to provide Plaintiff and the Class Members timely, legally compliant
27 uninterrupted 30-minute meal periods on shifts over five hours as required by law.

28 36. On information and belief, Plaintiff and Class Members did not waive their rights

1 to meal periods under the law.

2 37. Plaintiff and the Class Members were not provided with valid lawful on-duty meal
3 periods.

4 38. Despite the above-mentioned meal period violations, Defendants failed to
5 compensate Plaintiff, and on information and belief, failed to compensate Class Members, one
6 additional hour of pay at their regular rate as required by California law when meal periods were
7 not timely or lawfully provided in a compliant manner.

8 39. Plaintiff is informed and believe, and thereon alleges, that Defendants know,
9 should know, knew, and/or should have known that Plaintiff and the other Class Members were
10 entitled to receive premium wages based on their regular rate of pay under Labor Code §226.7 but
11 were not receiving such compensation.

12 40. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
13 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
14 period for every four hours worked or major fraction thereof, including third rest breaks which is a
15 violation of the Labor Code and IWC wage order.

16 41. Plaintiff and Class Members were unlawfully prohibited from leaving the premises
17 during their meal and rest periods. Defendants maintained and enforced scheduling practices,
18 policies, and imposed work demands that frequently required Plaintiff and Class Members to
19 forego their lawful, paid rest periods of a net ten minutes for every four hours worked or major
20 fraction thereof. Such requisite rest periods were not timely authorized and permitted as a result of
21 Defendants' failure to provide relief for Plaintiff and Class Members to take their lawfully
22 required breaks.

23 42. Despite the above-mentioned rest period violations, Defendants did not compensate
24 Plaintiff, and on information and belief, did not pay Class Members one additional hour of pay at
25 their regular rate as required by California law, including Labor Code section 226.7 and the
26 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
27 permitted.

28 43. Defendants also failed to reimburse Plaintiff and Class Members for business

1 expenses incurred pursuant to Labor Code section 2802. Defendants did not reimburse Plaintiff
2 and Class Members for use of personal cellphones to carry out their work-related duties while
3 under the direction and control of Defendants. Plaintiff and Class Members were required to use
4 their personal cell phones to communicate with Defendants' management regarding work and to
5 receive their work schedules. Plaintiff used her personal cell phone daily (for approximately 20-30
6 minutes each time) for work purposes and Defendants did not reimburse her for any work-related
7 use of her personal cell phone.

8 44. Defendant also failed to provide accurate, lawful itemized wage statements to
9 Plaintiff and the Class Members in part because of the above specified violations. In addition,
10 upon information and belief, Defendants omitted an accurate itemization of total hours worked,
11 including premiums due and owing for overtime pay, gross pay, and net pay figures from Plaintiff
12 and the Class Members' wage statements.

13 45. Plaintiff is informed and believes, and thereon alleges, that at all times herein
14 mentioned, Defendants knew that at the time of termination of employment (or within 72 hours
15 thereof for resignations without prior notice as the case may be) they had a duty to accurately
16 compensate Plaintiff and Class Members for all wages owed including minimum wages, meal and
17 rest period premiums, and that Defendants had the financial ability to pay such compensation, but
18 willfully, knowingly, recklessly, and/or intentionally failed to do so in part because of the above-
19 specified violations.

20 46. Defendant also failed to provide Plaintiff with her timely final pay. Plaintiff's
21 employment with Defendant ended on August 27, 2021 and she did not receive her last pay within
22 72 hours as required, but instead she received her final pay on September 2, 2021. Plaintiff's final
23 pay did not include waiting time penalties, despite Defendant's failure to timely pay her final
24 wages.

25 47. Upon information and belief, Defendants knew and or should have known that it is
26 improper to implement policies and commit unlawful acts such as:

27 (a) failing to pay overtime and minimum wages;

28 (b) requiring employees to work four (4) hours or a major fraction thereof without

1 being provided a minimum ten (10) minute rest period and without compensating the employees
2 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
3 rest period was not provided;

4 (c) requiring employees to work in excess of five (5) hours or ten (10) hours per day
5 without being provided an uninterrupted thirty-minute meal period and/or a second meal period,
6 and without compensating employees with one (1) hour of pay at the regular rate of compensation
7 for each workday that such a meal period was not provided;

8 (d) failing to provide accurate itemized wage statements;

9 (e) failing to timely pay Plaintiff and Class Members;

10 (f) failing to reimburse business expenses; and

11 (g) conducting and engaging in unfair business practices.

12 48. In addition to the violations above, and on information and belief, Defendants knew
13 they had a duty to compensate Plaintiff and Class Members for the allegations asserted herein, and
14 that Defendants had the financial ability to pay such compensation, but willfully, knowingly,
15 recklessly, and/or intentionally failed to do so.

16 49. Plaintiff and Class Members they seek to represent are covered by, and Defendants
17 are required to comply with, applicable California Labor Codes, Industrial Welfare Commission
18 Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding applicable
19 provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

20 **FIRST CAUSE OF ACTION**

21 **FAILURE TO PAY WAGES INCLUDING OVERTIME**

22 **(Against All Defendants)**

23 50. Plaintiff incorporates and re-alleges each and every allegation contained above as
24 though fully set forth herein.

25 51. At all times relevant, the IWC wage orders applicable to Plaintiff's and the Class
26 require employers to pay its employees for each hour worked at least minimum wage. "Hours
27 worked" means the time during which an employee is subject to the control of an employer, and
28 includes all the time the employee is suffered or permitted to work, whether or not required to do

1 so, and in the case of an employee who is required to reside on the employment premises, that
2 time spent carrying out assigned duties shall be counted as hours worked.

3 52. At all relevant times, Labor Code §1197 provides that the minimum wage for
4 employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a
5 lesser wage than the established minimum is unlawful. Further, pursuant to the IWC Wage Order
6 and Labor Code, Plaintiff and Class Members are to be paid minimum wage for each hour
7 worked, and cannot be averaged At all times relevant, the IWC wage orders applicable to Plaintiff
8 and Class Members' employment by Defendants provided that employees working for more than
9 eight (8) hours in a day or forty (40) hours in a work week are entitled to overtime compensation
10 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight
11 (8) hours in a day or forty (40) hours in a work week. An employee who works more than twelve
12 (12) hours in a day is entitled to overtime compensation at a rate of twice the regular rate of pay.

13 53. At all relevant times, Labor Code §1197.1 states "[a]ny employer or other persons
14 acting individually as an officer, agent, or employee of another person, who pays or causes to be
15 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or
16 by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
17 damages payable to the employee, and any applicable penalties pursuant to Section 203.

18 54. Labor Code §510 codifies the right to overtime compensation at the rate of one and
19 one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or
20 forty (40) hours in a work week and to overtime compensation at twice the regular rate of pay for
21 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
22 seventh day of work in a particular work week.

23 55. At all times relevant, Plaintiff and Class Members regularly performed non-exempt
24 work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR § 11000,
25 et. seq. and the Labor Code.

26 56. At all times relevant, Plaintiff and Class Members consistently worked in excess of
27 eight (8) hours in a day and/or forty (40) hours in a week and Defendant's failed to accurately
28 calculate overtime pay to Plaintiff and Class Members.

1 57. At all times relevant, Plaintiff and Class Members consistently worked off-the-
2 clock, for pre-shift duties, post-shift duties, and for unlawfully deducted 30-minute meal periods
3 that were not provided, resulting in an inaccurate payment of minimum and overtime wages to
4 Plaintiff and Class Members.

5 58. Defendants further failed to incorporate bonuses, shift differentials, and other
6 remunerations into the employees' regular rates of pay for purposes of calculating overtime.

7 59. At all times relevant, Defendants have failed to accurately pay minimum and
8 overtime owed to Plaintiff and Class Members.

9 60. Accordingly, Defendants owe Plaintiff and Class Members minimum and overtime
10 wages, and have failed to pay Plaintiff and Class Members their wages owed.
11 Pursuant to Labor Code §§ 510, 558 and 1194, Plaintiff and Class Members are entitled to recover
12 their unpaid wages and overtime compensation, as well as interest, costs, and attorneys' fees.

13 **SECOND CAUSE OF ACTION**

14 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**
15 **(Against All Defendants)**

16 61. Plaintiff incorporates and re-alleges each and every allegation contained above as
17 though fully set forth herein.

18 62. Pursuant to Labor Code §512, no employer shall employ an employee for a work
19 period of more than five (5) hours without providing a meal break of not less than thirty (30)
20 minutes in which the employee is relieved of all of his or her duties. An employer may not employ
21 an employee for a work period of more than ten (10) hours per day without providing the
22 employee with a second meal period of not less than thirty (30) minutes, except that if the total
23 hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual
24 consent of the employer and the employee only if the first meal period was not waived.

25 63. Pursuant to the IWC wage orders applicable to Plaintiff and Class Members'
26 employment by Defendants, in order for an "on duty" meal period to be permissible, the nature of
27 the work of the employee must prevent an employee from being relieved of all duties relating to
28 his or her work for the employer and the employees must consent in writing to the "on duty" meal

1 period. On information and belief, Plaintiff and Class Members did not consent in writing to an
2 “on duty” meal period. Further, the nature of the work of Plaintiff and Class Members was not
3 such that they were prevented from being relieved of all duties. Despite the requirements of the
4 IWC wage orders applicable to Plaintiff and Class Members’ employment by Defendants and
5 Labor Code §512 and §226.7, Defendants did not provide Plaintiff and Class Members with all
6 their statutorily authorized meal periods.

7 64. From August 19, 2018 onward, Defendants failed to provide Plaintiff and Class
8 Members, timely and uninterrupted meal periods of not less than thirty (30) minutes pursuant to
9 the IWC wage orders applicable to Plaintiff and Class Members’ employment by Defendants. As
10 a proximate result of the aforementioned violations, Plaintiff and the other Class Members have
11 been damaged in an amount according to proof at time of trial.

12 65. By their failure to provide a compliant meal period for each shift worked over five
13 (5) hours and their failure to provide a compliant second meal period for any shift worked over
14 ten (10) hours per day by Plaintiff and the Class Members, and by failing to provide
15 compensation in lieu of such non-provided meal periods, as alleged above, Defendants violated
16 the provisions of Labor Code §§226.7 and 512 and applicable IWC Wage Orders.

17 66. Plaintiff and the Class Members she seeks to represent did not voluntarily or
18 willfully waive meal periods and were regularly required to work shifts without being provided
19 all of their legally required meal periods. Defendants created a working environment in which
20 Plaintiff and Class Members were not provided all of their meal periods due to shift scheduling
21 and/or work related demands placed upon them by Defendants as discussed above. On
22 information and belief, Defendants’ implemented a policy and practice which resulted in
23 systematic and class-wide violations of the Labor Code. On information and belief, Defendants’
24 violations have been widespread throughout the liability period and will be evidenced by
25 Defendants’ time records for the Class Members.

26 67. As a result of the unlawful acts of Defendants described herein, Plaintiff and the
27 Class Members they seek to represent have been deprived of premium wages in amounts to be
28 determined at trial. Pursuant to Labor Code §226.7, Plaintiff and Class Members are entitled to

1 recover one (1) hour of premium pay for each day in which a meal period was not provided, along
2 with interest and penalties thereon, attorneys' fees, and costs.

3 **THIRD CAUSE OF ACTION**

4 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

5 **(Against All Defendants)**

6 68. Plaintiff incorporates and re-alleges each and every allegation contained above as
7 though fully set forth herein.

8 69. Pursuant to the IWC wage orders applicable to Plaintiff and Class Members'
9 employment by Defendants, "Every employer shall authorize and permit all employees to take rest
10 periods, which insofar as practicable shall be in the middle of each work period.... [The]
11 authorized rest period time shall be based on the total hours worked daily at the rate of ten (10)
12 minutes net rest time per four (4) hours worked or major fraction thereof.... Authorized rest period
13 time shall be counted as hours worked, for which there shall be no deduction from wages." Labor
14 Code §226.7(a) prohibits an employer from requiring any employee to work during any rest period
15 mandated by an applicable order of the IWC.

16 70. Defendants were required to authorize and permit employees such as Plaintiff and
17 Class Members to take rest periods, based upon the total hours worked at a rate of ten (10) minutes
18 net rest per four (4) hours worked, or major fraction thereof, with no deduction from wages.
19 Despite said requirements of the IWC wage orders applicable to Plaintiff ' and Class Members'
20 employment by Defendants, Defendants failed and refused to authorize and permit Plaintiff and
21 Class Members, to take ten (10) minute rest periods for every four (4) hours worked, or major
22 fraction thereof.

23 71. On information and belief, Defendants created a working environment in which
24 Plaintiff and Class Members were not provided all of their rest periods due to shift scheduling
25 and/or work-related demands placed upon them by Defendants to meet the needs of Defendants'
26 business as discussed above. On information and belief, Defendants implemented a policy and
27 practice which resulted in systematic and class-wide violations of the Labor Code. On information
28 and belief, Defendants' violations have been widespread throughout the liability period.

72. As a proximate result of the aforementioned violations, Plaintiff and Class Members have been damaged in an amount according to proof at time of trial. Pursuant to Labor Code §226.7, Plaintiff and Class Members are entitled to recover one (1) hour of premium pay for each day in which Defendants failed to provide a rest period to Plaintiff and the Class, plus interest and penalties thereon, attorneys' fees, and costs.

73. Defendants also failed to provide heat breaks to Plaintiff and Class Members in order to prevent heat exhaustion or heat illness, in violation of OSHA standards and SB 1167 and 435.

74. Defendants failed to provide heat breaks to avoid heat illness. This failure is remedied under Labor Code 226.7.

FOURTH CAUSE OF ACTION

FAILURE TO PAY TIMELY PAY WAGES

(Against All Defendants)

75. Plaintiff incorporates and re-alleges each and every allegation contained above as though fully set forth herein.

76. Labor Code §§201-202 requires an employer who discharges an employee to pay compensation due and owing to said employee immediately upon discharge and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages on their last day of work.

77. Labor Code §203 provides that if an employer willfully fails to pay compensation promptly upon discharge, as required by Labor Code §§201-202, the employer is liable for waiting time penalties in the form of continued compensation for up to thirty (30) work days.

78. During the relevant time period, Defendants willfully failed and refused, and continue to willfully fail and refuse, to pay Plaintiff and Class Members their wages, earned and unpaid, either at the time of discharge, or within seventy-two (72) hours of their voluntarily leaving Defendants' employ. These wages include regular and overtime.

1 79. As a result, Defendants are liable to Plaintiff and members of the Non-Exempt
2 Production Employee class for waiting time penalties pursuant to Labor Code §203, in an amount
3 according to proof at the time of trial.

4 **FIFTH CAUSE OF ACTION**

5 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

6 **(Against All Defendants)**

7 80. Plaintiff incorporates and re-alleges each and every allegation contained above as
8 though fully set forth herein.

9 81. Section 226(a) states that An employer, semimonthly or at the time of each
10 payment of wages, shall furnish to his or her employee, either as a detachable part of the check,
11 draft, or voucher paying the employee's wages, or separately if wages are paid by personal check
12 or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
13 worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units
14 earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
15 deductions, provided that all deductions made on written orders of the employee may be
16 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
17 which the employee is paid, (7) the name of the employee and only the last four digits of his or her
18 social security number or an employee identification number other than a social security number,
19 (8) the name and address of the legal entity that is the employer.

20 82. Section 226(a) of the California Labor Code requires Defendants to itemize in wage
21 statements all deductions from payment of wages and to accurately report total hours worked by
22 Plaintiff and the Class including applicable hourly rates among other things. Defendants have
23 knowingly and intentionally failed to comply with Labor Code section 226 and 204 on wage
24 statements that have been provided to Plaintiff and the Class.

25 83. IWC Wage Orders require Defendants to maintain time records showing, among
26 others, when the employee begins and ends each work period, meal periods, split shift intervals
27 and total daily hours worked in an itemized wage statement, and must show all deductions and
28 reimbursements from payment of wages, and accurately report total hours worked by Plaintiff and

1 the Class. On information and belief, Defendants have failed to record all or some of the items
2 delineated in Industrial Wage Orders and Labor Code §226.

3 84. Defendants have failed to accurately record all time worked.

4 85. Defendants have also failed to accurately record the meal and rest period premiums
5 owed and all wages owed per pay period.

6 86. Plaintiff and the Class have been injured as they were unable to determine whether
7 they had been paid correctly for all hours worked per pay period among other things.

8 87. Pursuant to Labor Code section 226, Plaintiff and the Class are entitled up to a
9 maximum of \$4,000 each for record keeping violations.

10 88. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
11 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
12 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
13 for each violation in a subsequent citation, for which the employer fails to provide the employee a
14 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

15 **SIXTH CAUSE OF ACTION**

16 **FAILURE TO INDEMNIFY NECESSARY BUSINESS EXPENSES**

17 **(Against All Defendants)**

18 89. Plaintiff incorporates and re-alleges each and every allegation contained above as
19 though fully set forth herein.

20 90. Labor Code § 2802 requires Defendants to indemnify Plaintiff and Class Members
21 for necessary expenditures incurred in direct consequences of the discharge of his or her duties. As
22 a necessary part of employment, Plaintiff and on information and belief Class Members, were not
23 adequately reimbursed by Defendants for expenses related to all expenses incurred as a result of
24 their work related cell phone use, which was incurred as a direct consequence of the discharge of
25 duties by Plaintiff and Class Members. Despite these realities of the job, Defendants failed to
26 provide reimbursements.

27 91. Defendants also failed to reimburse Plaintiff and Class Members for business
28 expenses incurred pursuant to Labor Code section 2802. Defendants did not reimburse Plaintiff

1 and Class Members for use of personal cellphones to carry out their work-related duties while
2 under the direction and control of Defendants. Plaintiff and Class Members were required to use
3 their personal cell phones to communicate with Defendants' management regarding work and to
4 receive their work schedules. Plaintiff used her personal cell phone daily (for approximately 20-30
5 minutes each time) for work purposes and Defendants did not reimburse her for any work-related
6 use of her personal cell phone.

7 92. Labor Code §2804 states in pertinent part: "Any contract or agreement, express or
8 implied, made by any employee to waive the benefits of this article or any part thereof is null and
9 void, and this article shall not deprive any employee or his or her personal representative of any
10 right or remedy to which he is entitled under the laws of this State.

11 93. As a result of the unlawful acts of Defendants, Plaintiff and the Class Members
12 have been deprived of un-reimbursed expense amounts to be determined at trial, and are entitled to
13 the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs,
14 pursuant to Labor Code § 2802.

15 **SEVENTH CAUSE OF ACTION**

16 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200, et.seq.**

17 **(Against All Defendants)**

18 94. Plaintiff incorporates and re-alleges each and every allegation contained above as
19 though fully set forth herein.

20 95. Defendants' conduct, as alleged in this complaint, has been, and continues to be,
21 unfair, unlawful, and harmful to Plaintiff and Class Members, Defendants' competitors, and the
22 general public. Plaintiff seeks to enforce important rights affecting the public interest within the
23 meaning of the California Code of Civil Procedure §1021.5.

24 96. Defendants' policies, activities, and actions as alleged herein, are violations of
25 California law and constitute unlawful business acts and practices in violation of California
26 Business and Professions Code §§17200, et seq.

27 97. A violation of California Business and Professions Code §§17200, et seq., may be
28 predicated on the violation of any state or federal law. Defendants' illegal policies included failing

1 to pay wages, minimum wages, straight time compensation, overtime compensation, double-time
2 compensation, and interest; failing to calculate the regular rate of pay correctly; illegal time
3 rounding; failing to pay sick pay; failing to provide meal periods; failing to authorize and permit
4 rest periods and/or recovery periods; failing to pay meal period, rest period, and/or recovery period
5 premiums at the regular rate of pay; failing to pay for all hours worked, including off-the-clock
6 work; failing to reimburse business expenses; inaccurate wage statements; failing to pay for
7 vacation; improper deductions; failing to provide final wages; failing to keep/maintain accurate
8 records including payroll records; and failing to provide suitable seating. This includes but is not
9 limited to violations of California Labor Code §§ 200, 201, 201.1, 201.3, 201.5, 202, 203, 204 *et*
10 *seq.*, 205.5, 206, 210, 218, 218.5, 218.6, 221, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8,
11 227.3, 233, 246, 256, 432, 510, 511, 512, 515, 516, 558, 1174, 1174.5, 1175, 1182.12, 1194,
12 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 *et seq.*, 2699 *et seq.*, 2800, and 2802
13 and applicable IWC Wage Orders and California Code of Regulations.

14 98. Plaintiff and Class Members have been personally aggrieved by Defendants'
15 unlawful and unfair business acts and practices alleged herein by the loss of money and/or
16 property.

17 99. Pursuant to California Business and Professions Code §§17200, *et seq.*, Plaintiff
18 and Class Members are entitled to restitution of the wages withheld and retained by Defendants
19 during a period that commences from August 19, 2018; an award of attorneys' fees, interest; and
20 an award of costs.

21 **EIGHTH CAUSE OF ACTION**

22 **REPRESENTATIVE CLAIMS**

23 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

24 100. Plaintiff incorporates by reference and re-alleges each and every allegation
25 contained above, as though fully set forth herein.

26 101. On August 19, 2022 and March 11, 2025 Plaintiff complied with notice
27 requirements pursuant to Labor Code section 2699.3. A copy of the letter sent to the LWDA is
28 attached hereto as **Exhibit A**, indicating that the LWDA and Defendants were put on notice of the

1 claims alleged here and that the notice requirement has been satisfied. Sixty-five days have passed
2 and the LWDA has not indicated intent to investigate the claims. Therefore, Plaintiff may proceed
3 with this action in a representative capacity. The substance and violations set forth in this
4 Complaint of which the LWDA was provided timely notice, Plaintiff has also sent a copy of this
5 PAGA Representative Action Complaint to the LWDA.

6 102. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
7 Plaintiff brings this cause of action on behalf of all current and former California Non-Exempt
8 Employees of Defendants.

9 103. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
10 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
11 including without limitation Labor Code §§ 200, 201, 201.1, 201.3, 201.5, 202, 203, 204 *et seq.*,
12 205.5, 206, 210, 218, 218.5, 218.6, 221, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3,
13 233, 246, 256, 432, 510, 511, 512, 515, 516, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2,
14 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 *et seq.*, 2699 *et seq.*, 2800, and 2802, and
15 applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et seq.*

16 104. At all times relevant, Plaintiff and all other aggrieved employees regularly
17 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
18 rest break requirements of the applicable IWC wage order and the Labor Code.

19 105. Defendants violated Labor Code section 200, 558, 1194, 1197, by failing to
20 accurately pay at least minimum wages due as a result of Defendants' requiring Plaintiff and
21 aggrieved Employees to work off-the-clock as outlined above.

22 106. Defendants violated Labor Code section 510, and 1194 by failing to accurately pay
23 overtime wages owed as discussed above due to Defendants' failure to incorporate bonuses and
24 other forms of remuneration as described above into the regular rate of pay for overtime
25 calculation purposes. Defendants further failed to accurately pay overtime wages due to
26 Defendants' requiring Plaintiff and aggrieved Employees to work off-the-clock as outlined above.
27 Therefore, Defendants violated section 510, and 1194 by not compensating its Non-Exempt
28 Employees for work performed in excess of eight hours (8) in a day or forty hours in a work week

1 (40). Section 510 of the Labor Code codifies the right to overtime compensation at the rate of one
2 and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day
3 or forty (40) hours in a work week and to overtime compensation twice the regular rate of pay for
4 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
5 seventh day of work in a particular work week.

6 107. Defendants also willfully violated Labor Code sections 201-203 by failing to
7 provide all owed wages at separation from employment. Labor Code sections 201 and 202 require
8 Defendants to pay their employees all wages due either at time of firing, or within seventy-two
9 (72) hours of voluntary separation, if not sooner. Section 203 of the Labor Code provides that if an
10 employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay
11 the subject employee's wages until the back wages are paid in full or an action is commenced.
12 The penalty cannot exceed 30 days of wages.

13 108. Plaintiff and all other aggrieved employees who were separated from employment
14 are entitled to compensation for all forms of wages earned, including but not limited to
15 compensation regular and overtime wages, but to date have not received such compensation,
16 therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-203.

17 109. On information and belief, Defendants willfully failed to pay all wages due and
18 owing upon separation from employment. These wages include but are not limited to regular and
19 overtime wages.

20 110. On information and belief, Defendants failed to provide accurate itemized wage
21 statements which failed to include the rate of pay and total hours worked per pay period, failed to
22 account for all hours worked, including overtime, and lastly the accurate accounting of, the lawful
23 meal and rest period premiums due and owing to Plaintiff and the aggrieved employees, pursuant
24 to Labor Code section 226(a).

25 111. Defendants have failed to provide Plaintiff and aggrieved Employees rates of pay
26 and the hours for which they worked for any given pay period.

27 112. Defendants have failed to accurately record all time worked.

28 113. Plaintiff and aggrieved Employees have been injured as they were unable to

1 determine whether they had been paid correctly for all hours worked per pay period among other
2 things.

3 114. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
4 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
5 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
6 for each violation in a subsequent citation, for which the employer fails to provide the employee a
7 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

8 115. On information and belief, Defendants failed to reimburse Plaintiff and aggrieved
9 Employees for business expenses incurred as described above. Labor Code § 2802 requires
10 Defendants to indemnify Plaintiff and aggrieved Employees for necessary expenditures incurred in
11 direct consequences of the discharge of his or her duties. Despite these realities of the job,
12 Defendants failed to provide reimbursements.

13 116. Labor Code §2804 states in pertinent part: “Any contract or agreement, express or
14 implied, made by any employee to waive the benefits of this article or any part thereof is null and
15 void, and this article shall not deprive any employee or his or her personal representative of any
16 right or remedy to which he is entitled under the laws of this State.

17 117. Additionally, Defendants have no accurate records relating to aggrieved
18 employees’ work periods, total daily hours worked, total hours worked per payroll period and
19 applicable pay rates, in violation of Wage Order. Similarly, Defendants failed to maintain
20 accurate records relating to hours worked daily in violation of Labor Code sections 1174(d),
21 1174.5.

22 118. As a result of Defendants' unlawful conduct, Plaintiff and aggrieved employees
23 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
24 worked.

25 119. Plaintiff and the Representative aggrieved Employees are entitled to recover
26 Penalties and attorneys’ fees and costs under Labor Code section 2698, et seq.

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Class Certification

1. That this action be certified as a class action;
2. That Plaintiff be appointed as the representative of the Class;
3. That Plaintiff be appointed as the representative of the Subclass; and
4. That counsel for Plaintiff is appointed as counsel for the Class and Subclass.

1. For compensatory damages equal to the unpaid balance of minimum wage compensation and overtime owed to Plaintiff and Class members as well as interest and costs;
2. For reasonable attorneys' fees and costs pursuant to Labor Code §§ 510, and 1194;
3. For liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon pursuant to Labor Code §§ 1194.2, 558;
4. For such other and further relief as the Court deems proper.

1. For one (1) hour of premium pay for each day in which a required meal period was not provided or not provided in a timely manner; and
2. For such other and further relief as the Court deems proper.

1. For one (1) hour of premium pay for each day in which a required rest period was not authorized or permitted; and
2. For such other and further relief as the Court deems proper.

1. For statutory penalties pursuant to Labor Code §203;
2. For interest for wages untimely paid; and
3. For such other and further relief as the Court deems proper.

1. For statutory penalties pursuant to Labor Code §226;

2. For interest for wages untimely paid;
3. For penalties pursuant to Labor Code §266.3; and
4. For such other and further relief as the Court deems proper.

On the Sixth Cause of Action

1. For statutory penalties pursuant to Labor Code §2802;
2. For interest for wages untimely paid; and
3. For such other and further relief as the Court deems proper.

On the Seventh Cause of Action

1. That Defendants, jointly and/or severally, pay restitution of sums to Plaintiff and Class Members for their past failure to pay wages, minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; failure to calculate the regular rate of pay correctly; illegal time rounding; failure to pay sick pay; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; failure to pay meal period, rest period, and/or recovery period premiums at the regular rate of pay; failure to pay for all hours worked, including off-the-clock work; failure to reimburse business expenses; inaccurate wage statements; failure to pay for vacation; improper deductions; failure to provide final wages; failure to keep/maintain accurate records including payroll records; and failure to provide suitable seating, including but not limited to violations of California Labor Code §§ 200, 201, 201.1, 201.3, 201.5, 202, 203, 204 *et seq.*, 205.5, 206, 210, 218, 218.5, 218.6, 221, 223, 224, 225, 225.5, 226, 226.3, 226.7, 226.8, 227.3, 233, 246, 256, 432, 510, 511, 512, 515, 516, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1198, 1198.5, 2698 *et seq.*, 2699 *et seq.*, 2800, and 2802 and applicable IWC Wage Orders and California Code of Regulations.

2. For pre-judgment interest on any unpaid wages due from the day that such amounts were due;
3. For reasonable attorneys' fees that Plaintiff and Class Members are entitled to recover;
4. For costs of suit incurred herein; and
5. For such other and further relief as the Court deems proper.

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On October 7, 2025, I served on the interested parties in this action the following document(s) entitled:

SUMMONS ON FIRST AMENDED COMPLAINT

SERVICE LIST

(See Service List Attached)

Executed on October 7, 2025, at Irvine, California


Eddie Magana

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11 CLANCY, AUTOGRAPH COLLECTION; MARRIOTT INTERNATIONAL; MARRIOTT
12 HOTEL SERVICES, INC.

13 **Via LWDA Website Only**

14 Labor and Workforce Development Agency

15 Attn: PAGA Administrator

16 1515 Clay Street, Ste 801

17 Oakland, CA 94612

18 <http://www.dir.ca.gov/Private-Attorneys-General-Act>