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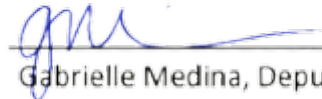
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**6/10/2025 10:54 AM**

San Luis Obispo Superior Court

By:

  
Gabrielle Medina, Deputy Clerk

6 Attorneys for Plaintiff(s),

7 HEATHER WELLS, and all others similarly situated

(additional attorneys for Plaintiff(s) on following page)

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9  
10 **FOR THE COUNTY OF SAN LUIS OBISPO**  
11 **(UNLIMITED JURISDICTION)**

12 HEATHER WELLS, on behalf of herself and all  
13 others similarly situated, and the general public,  
14 and as an “aggrieved employee” on behalf of  
15 other “aggrieved employees” and the State of  
California under the Labor Code Private  
Attorneys General Act of 2004,

16 *Plaintiff,*

17 vs.

18 MILLER EVENT MANAGEMENT, INC., a  
19 California corporation; and DOES 1–50,  
20 inclusive,

21 *Defendants.*

Case No. 25CV-0213

**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 Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
3. Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
4. Wage Statement Penalties (Lab. Code § 226);
5. Waiting Time Penalties (Lab. Code § 203);
6. Unfair Competition (Bus. & Prof. Code §§ 17200, et seq.; and
7. Civil Penalties (Lab. Code §§ 2898, et seq.)

**JURY TRIAL DEMANDED**



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HEATHER WELLS, and all others similarly situated



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1 Plaintiff, Heather Wells (hereafter “Plaintiff” or “Wells”), on behalf of herself and all  
2 others similarly situated, the general public, and as an “aggrieved employee” on behalf of other  
3 “aggrieved employees” and the State of California under the Labor Code Private Attorneys  
4 General Act of 2004, complains and alleges as follows:

5 **I. INTRODUCTION**

6 1. Plaintiff brings this class and representative action for alleged violations of the  
7 California Labor Code, Industrial Welfare Commission Order No. 4-2001 (hereafter “the Wage  
8 Order”), and the California Business and Professions Code against Defendants Miller Event  
9 Management, Inc., a California corporation, and Does 1 through 50, inclusive (collectively  
10 “Defendants”).

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

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

16 (B) Provide all meal periods;

17 (C) Authorize and permit all rest breaks;

18 (D) Pay premium wages for unprovided meal periods;

19 (E) Pay premium wages for unprovided rest breaks;

20 (F) Issue only accurate and complete itemized wage statements; and

21 (G) Timely pay wages upon termination of employment.

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

25 **II. THE PARTIES**

26 3. Plaintiff Heather Wells is a resident of California. At all relevant times, Plaintiff  
27 was an “employee” within the meaning of Title 8 California Code of Regulations § 11050 and an  
28 “aggrieved employee” within the meaning of Labor Code § 2699 (c).



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1 a class action.

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

8 11. **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 12. **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 13. **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  
17 Members. These questions include, but are not limited to:

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

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

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

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

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



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1 F. 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 G. 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 14. **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 15. **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 16. **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 17. **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 ///



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1 **IV. STATEMENT OF FACTS**

2 18. The Wage Order applies to “all persons employed in professional, technical,  
3 mechanical, and similar occupations whether paid on a time, piece rate, commission, or other  
4 basis...” Wage Order, § 1. The Wage Order defines “Professional, Technical, Clerical,  
5 Mechanical, and Similar Occupations” to include

6 professional, semiprofessional, managerial, supervisory, laboratory, research,  
7 technical, clerical, office work, and mechanical occupations. Said occupations  
8 shall include, but not be limited to, the following: accountants; agents; appraisers;  
9 artists; attendants; audio-visual technicians; bookkeepers; bundlers; billposters;  
10 canvassers; carriers; cashiers; checkers; clerks; collectors; communications and  
11 sound technicians; compilers; copy holders; copy readers; copy writers; computer  
12 programmers and operators; demonstrators and display representatives;  
13 dispatchers; distributors; door-keepers; drafters; elevator operators; estimators;  
14 editors; graphic arts technicians; guards; guides; hosts; inspectors; installers;  
15 instructors; interviewers; investigators; librarians; laboratory workers; machine  
16 operators; mechanics; mailers; messengers; medical and dental technicians and  
17 technologists; models; nurses; packagers; photographers; porters and cleaners;  
18 process servers; printers; proof readers; salespersons and sales agents; secretaries;  
19 sign erectors; sign painters; social workers; solicitors; statisticians; stenographers;  
20 teachers; telephone, radiotelephone, telegraph and call-out operators; tellers;  
21 ticket agents; tracers; typists; vehicle operators; x-ray technicians; their assistants  
22 and other related occupations listed as professional, semiprofessional, technical,  
23 clerical, mechanical, and kindred occupations

24 Wage Order, § 2(O). At all relevant times during the applicable limitations period, the  
25 Defendants, Wells, and all of the Class Members were covered by the Wage Order because Wells  
26 and all of the Class Members worked for the Defendants as guards, their assistants and other  
27 related occupations listed as professional, semiprofessional, technical, clerical, mechanical, and  
28 kindred occupations. Accordingly, Wells and all of the other Class Members are entitled to the  
protections the Wage Order provides.

19 19. On approximately May 16, 2018, the Defendants began to employ Wells in San  
20 Luis Obispo in the position of hourly, non-exempt security guard. The Defendants continuously  
21 employed her in that capacity until on or about May 26, 2024 when her employment ended.

22 20. At all relevant times, the Defendants issued wages to Wells and all of the other  
23 Class Members on a weekly (52 paychecks/year) basis and paid them by the hour. At all relevant



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1 times, the Defendants classified Wells and all of the other Class Members as non-exempt  
2 employees entitled to the protections of the Labor Code and the Wage Order.

3 21. At all relevant times, the Defendants failed to compensate Wells and all of the  
4 other Class Members for all hours worked at the applicable minimum or regular rates of pay. The  
5 Defendants required Wells and the other Class Members to work through meal periods, though  
6 the Defendants did not pay Wells and the other Class Members for the time.

7 22. At all relevant times, the Defendants failed to compensate Wells and all of the  
8 other Class Members at the correct rates of pay for all hours worked over eight in a day, over 40  
9 in a week, and for the first eight hours of the seventh day of the workweek. The Defendants  
10 required Wells and the other Class Members to work over eight hours per day, over 40 hours per  
11 week, and on the seventh day of the same workweek. During such workdays and workweeks, the  
12 Defendants required Wells and the other Class Members to work through meal periods, though  
13 the Defendants did not pay Wells and the other Class Members for the time.

14 23. At all relevant times, the Defendants failed to compensate Wells and all of the  
15 other Class Members at the correct rates of pay for all hours worked over 12 in a day, and all over  
16 the first eight of the seventh day of the workweek. The Defendants required Wells and the other  
17 Class Members to work over 12 hours per day and over eight hours on the seventh day of the  
18 same workweek. During such workdays and workweeks, the Defendants required Wells and the  
19 other Class Members to work through meal periods, though the Defendants did not pay Wells and  
20 the other Class Members for the time.

21 24. At all relevant times, the Defendants failed to provide Wells and all of the other  
22 Class Members with all timely 30-minute, off-duty meal periods. The Defendants required Wells  
23 and the other Class Members to work through meal periods, though the Defendants did not pay  
24 Wells and the other Class Members for the time. The Defendants also failed to pay premium  
25 wages for days on which they failed to provide Wells and all of the other Class Members with  
26 meal periods as required by law.

27 25. At all relevant times, the Defendants failed to authorize and permit Wells and all  
28 of the other Class Members to take ten-minute, off-duty, paid rest breaks every four hours worked



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1 or major portion thereof. The Defendants required Wells and the other Class Members to work  
2 through rest periods. The Defendants also failed to pay premium wages for days on which they  
3 failed to authorize and permit Wells and all of the other Class Members to take rest breaks as  
4 required by law.

5 26. At all relevant times, the Defendants failed to issue to Wells and all of the other  
6 Class Members complete and accurate wage statements that state all hours worked at the correct  
7 rates of pay, and all wages earned. The Defendants knowingly and intentionally failed to state on  
8 the wage statements they issued to Wells and all of the other Class Members the unpaid wages  
9 discussed above. The wage statements fail to state all minimum wages earned, all regular wages  
10 earned, all overtime wages earned, all doubletime wages earned, all meal period premium wages  
11 earned, all rest break premium wages earned, and related information.

12 27. At all relevant times, the Defendants also failed to timely pay Wells and all of the  
13 other Class Members all earned wages as described above during and at the conclusion of  
14 employment.

15 28. At all relevant times, the Defendants failed to maintain accurate employee records  
16 of Wells and all of the other Class Members.

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

- 19 A. Not provided with all off duty meal periods;
- 20 B. Not authorized and permitted to take all rest break periods;
- 21 C. Not paid one hour's pay for each workday in which Defendants failed to  
22 authorize and permit them to take one or more timely rest periods;
- 23 D. Not paid one hour's pay for each workday in which Defendants failed to  
24 provide them with one or more timely meal periods;
- 25 E. Not paid all wages earned, including, but not limited to, minimum, regular,  
26 overtime, and doubletime wages for work performed while clocked out;
- 27 F. Not indemnified for all necessary business expenditures incurred during  
28 the discharge of their duties;



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- 1 G. Not provided with accurate and complete wage statements; and  
2 H. Not timely paid all earned and unpaid wages at the time their employment  
3 ended.

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO PAY ALL WAGES AT THE CORRECT RATES**

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

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

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

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

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

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

16 33. Section 3 of the Wage Order states:

17 **(A) Daily Overtime - General Provisions**

18 (1) The following overtime provisions are applicable to  
19 employees 18 years of age or over and to employees 16 or  
20 17 years of age who are not required by law to attend  
21 school and are not otherwise prohibited by law from  
22 engaging in the subject work. Such employees shall not be  
23 employed more than eight (8) hours in any workday or  
24 more than 40 hours in any workweek unless the employee  
25 receives one and one-half (1 ½) times such employee’s  
26 regular rate of pay for all hours worked over 40 hours in  
27 the workweek. Eight (8) hours of labor constitutes a day’s  
28 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 (1 ½) times the employee’s  
regular rate of pay for all hours worked in excess of  
eight (8) hours up to and including 12 hours in any



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workday, and for the first eight (8) hours worked on the seventh (7<sup>th</sup>) 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 (7<sup>th</sup>) consecutive day of work in a workweek.

(c) 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.

34. Section 4 of the Wage Order requires an employer to pay non-exempt employees 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.

35. 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 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. 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.

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

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

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



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

6           40. At all relevant times during the applicable limitations period, Defendants failed to  
7 compensate Plaintiff and the Class Members for all hours worked, including, but not limited to  
8 minimum, regular, overtime and doubletime wages for all minimum, regular, overtime and  
9 doubletime hours, respectively, that they worked at the correct rates of pay.

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

14                                   **SECOND CAUSE OF ACTION**

15                                   **FAILURE TO PROVIDE MEAL PERIODS**

16                                   **Lab. Code §§ 226.7 and 512**

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

18          42. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

19          43. At all relevant times during the applicable limitations period, Plaintiff and the  
20 Class Members have been employees of Defendants and entitled to the benefits and protections  
21 of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

22          44. In relevant part, California Labor Code § 1198 states:

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

25          45. In relevant part, In relevant part, California Labor Code § 512 states:

26                                   An employer shall not employ an employee for a work period of  
27 more than five hours per day without providing the employee with  
28



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1 a meal period of not less than 30 minutes, except that if the total  
2 work period per day of the employee is no more than six hours, the  
3 meal period may be waived by mutual consent of both the  
4 employer and employee.

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

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

12 **Meal Periods**

13 (A) No employer shall employ any person for a work period of more  
14 than five (5) hours without a meal period of not less than 30  
15 minutes, except that when a work period of not more than six (6)  
16 hours will complete the day's work the meal period may be waived  
17 by mutual consent of the employer and the employee. Unless the  
18 employee is relieved of all duty during a 30 minute meal period,  
19 the meal period shall be considered an "on duty" meal period and  
20 counted as time worked. . . .

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

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

27 (b) An employer shall not require an employee to work during  
28 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



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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.

48. 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.

49. Defendants intentionally failed to provide Plaintiff and the Class Members with all required 30-minute duty free meal periods in accordance with the Wage Order. The Defendants required Wells and the other Class Members to work through meal periods, though the Defendants did not pay Wells and the other Class Members for the time.

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

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

52. 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 meal periods not provided to them.

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

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**THIRD CAUSE OF ACTION**  
**FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**

**Lab. Code § 226.7**

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

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

55. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 226.7 and 1198, and the Wage Order.

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

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

57. In relevant part, Section 12 of the Wage Order states:

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.

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

(b) An employer shall not require an employee to work during



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1 a meal or rest period mandated pursuant to an applicable  
2 statute, or applicable regulation, standard, or order of the  
3 Industrial Welfare Commission, the Occupational Safety  
4 and Health Standards Board, or the Division of  
5 Occupational Safety and Health.

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

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

19 60. Defendants intentionally failed to authorize and permit Plaintiff and the Class  
20 Members to take all 10-minute rest periods free from any work duties in accordance with the  
21 Wage Order.

22 61. At all relevant times, Defendants failed to authorize and permit Plaintiff and the  
23 Class Members to take all timely rest periods. Furthermore, Defendants failed to pay premium  
24 wages to Plaintiff and the Class Members for days on which they failed to authorize and permit  
25 Plaintiff and the other Class Members to take timely rest periods.

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

63. Plaintiff is informed and believes and thereon alleges that, at all relevant times



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1 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy  
2 which resulted in Defendants not authorizing and permitting Plaintiff and the Class Members to  
3 take all rest breaks required by California law.

4 64. Defendants failed to provide Plaintiff with all required rest breaks in accordance  
5 with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at relevant times  
6 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy  
7 which resulted in Defendants not providing the Class Members with all rest breaks required by  
8 California law.

9 65. Defendants failed to pay Plaintiff the additional wages required by California  
10 Labor Code § 226.7 for all rest breaks not provided to her. Plaintiff is informed and believes and  
11 thereon alleges that, at relevant times within the applicable limitations period, Defendants have  
12 maintained a policy, practice, or a lack of a policy which resulted in Defendants not providing the  
13 Class Members with additional wages for all rest breaks not provided to them as required by  
14 California Labor Code § 226.7.

15 66. 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 rest breaks not provided to them.

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

#### 21 **FOURTH CAUSE OF ACTION**

#### 22 **FAILURE TO ISSUE ACCURATE AND COMPLETE WAGE STATEMENTS**

#### 23 **Lab. Code § 226**

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

#### 25 **A. FAILURE TO PROVIDE ACCURATE AND COMPLETE WRITTEN WAGE** 26 **STATEMENTS**

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

28 69. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were  
entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized



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1 statement showing:

- 2           A.     Gross wages earned;
- 3           B.     Total hours worked by the employee, except for any employee whose
- 4 compensation is solely based on a salary and who is exempt from payment of overtime under
- 5 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
- 6           C.     The number of piece rate units earned and any applicable piece rate if the
- 7 employee is paid on a piece-rate basis;
- 8           D.     All deductions, provided that all deductions made on written orders of the
- 9 Employee may be aggregated and shown as one item;
- 10          E.     Net wages earned;
- 11          F.     The inclusive dates of the period for which the employee is paid;
- 12          G.     The name of the employee and his or her social security number, except
- 13 that by January 1, 2008, only the last four digits of his or her social security number or an
- 14 employee identification number other than a social security number may be shown on the itemized
- 15 statement;
- 16          H.     The name and address of the legal entity that is the employer; and
- 17          I.     All applicable hourly rates in effect during the pay period and the
- 18 corresponding number of hours worked at each hourly rate by the employee.

19       70.     Pursuant to California Labor Code § 226, an employee is deemed to suffer injury

20 if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if

21 the employer fails to provide accurate and complete information as required by California Labor

22 Code § 226(a) and the employee cannot “promptly and easily determine” from the wage statement

23 alone one or more of the following:

- 24           A.     The amount of the gross wages or net wages paid to the employee during
- 25 the pay period or any of the other information required to be provided on the itemized wage
- 26 statement pursuant to California Labor Code § 226(a);
- 27           B.     Which deductions the employer made from gross wages to determine the
- 28 net wages paid to the employee during the pay period;



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

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

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

7 71. "Promptly and easily determine," as stated in California Labor Code § 226(e),  
8 means a reasonable person would be able to readily ascertain the information without reference  
9 to other documents or information.

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

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

27 74. As a result of being provided with inaccurate wage statements by Defendants,  
28 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive accurate



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1 wage statements were violated and they were misled about the amount of wages they had actually  
2 earned and were owed. In addition, the absence of accurate information on their wage statements  
3 prevented immediate challenges to Defendants' unlawful pay practices, has required discovery  
4 and mathematical computations to determine the amounts of wages owed, has caused difficulty  
5 and expense in attempting to reconstruct time and pay records and/or has led to the submission of  
6 inaccurate information about wages to state and federal government agencies. Further, Plaintiff  
7 and the other Class Members were not able to ascertain from the wage statements whether  
8 Defendants complied with their obligations under California Labor Code section 226(a).

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

#### 15 **FIFTH CAUSE OF ACTION**

#### 16 **WILLFUL FAILURE TO TIMELY PAY FINAL WAGES**

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

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

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

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

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

25 79. Labor Code § 202 provides that all earned and unpaid wages of an employee who  
26 quits after providing at least 72-hours notice before quitting are due and payable at the time of  
27 quitting and that all earned and unpaid wages of an employee who quits without providing at least  
28 72-hours notice before quitting are due and payable within 72 hours.



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1           80.     The Defendants failed to pay Wells and all of the other Class Members whose  
2 employment ended all of the earned but unpaid wages described above by the conclusion of their  
3 employment with Wells, including minimum, regular, overtime, doubletime, meal period  
4 premium, and rest period premium wages, and related compensation.

5           81.     By failing to pay such earned wages to Plaintiff and the Class Members,  
6 Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code  
7 § 201 or § 202.

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

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

16                               **SIXTH CAUSE OF ACTION**

17                               **UNFAIR COMPETITION**

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

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

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

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

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



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1           87. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the  
2 Class Members have suffered injuries in fact and lost money or property. Plaintiff and the Class  
3 Members were deprived of minimum wages, regular wages, overtime wages, doubletime wages,  
4 missed meal period premium wages, missed rest period premium wages, and comparable money  
5 and property.

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

10           89. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in  
11 connection with their unfair competition claims pursuant to California Code of Civil Procedure §  
12 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

### 13                           **SEVENTH CAUSE OF ACTION**

#### 14                           **CIVIL PENALTIES**

#### 15                           **Lab.Code §§ 2698, et seq.**

16           **(By Plaintiff, on behalf of himself, the Aggrieved Employees, and the State of California,**  
17                           **against all Defendants)**

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

19           91. The "Aggrieved Employees" are all members of the Class defined above who  
20 Defendants employed during the period beginning April 3, 2024, and ending on the date that final  
21 judgment is entered in this action.

22           92. Labor Code § 204 states

23                   (a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1,  
24 or 204.2, earned by any person in any employment are due and payable twice  
25 during each calendar month, on days designated in advance by the employer as the  
26 regular paydays. Labor performed between the 1st and 15th days, inclusive, of any  
27 calendar month shall be paid for between the 16th and the 26th day of the month  
28 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.



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(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 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.

93. 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.

94. During the applicable time period, Defendants violated California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, and 1198.

95. 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.

96. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff, the State, and the Aggrieved Employees, 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, 1174, 1194, 1197, and 1198 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



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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 § 1174, five hundred dollars (\$500.00) for each Aggrieved Employee for each violation of Labor Code § 1174 (penalty amounts established by Labor Code § 1174.5).

E. 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 established by California Labor Code § 1197.1).

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

97. Plaintiff has complied with the procedures for bringing suit specified in California Labor Code § 2699.3. By letter dated April 3, 2025, Plaintiff filed written notice online with the Labor and Workforce Development Agency (“LWDA”) and gave written notice by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. A true and correct copy of the notice to the LWDA dated April 3, 2025 is attached as Exhibit A. Plaintiff submitted her LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to take action in response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff anticipates that the LWDA will provide written notice to Plaintiff informing her that it does not intend to investigate these allegations.

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

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1 **V. PRAYER FOR RELIEF**

2 99. WHEREFORE, Plaintiff, on behalf of herself and the Class Members, prays for  
3 relief and judgment against Defendants as follows:

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

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

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

8 D. Unpaid wages, including minimum, regular, overtime, double-time, split  
9 shift, vacation, missed meal period, and missed rest period wages;

10 E. Liquidated damages;

11 F. Statutory penalties, including waiting time penalties;

12 G. Civil penalties;

13 H. Restitution;

14 I. Declaratory relief;

15 J. Actual damages;

16 K. Pre-judgment interest;

17 L. Costs of suit;

18 M. Reasonable attorneys' fees; and

19 N. Such other relief as the Court deems just and proper.

20 **VI. DEMAND FOR JURY TRIAL**

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

23 Respectfully submitted,

24 THE SPIVAK LAW FIRM

25  
26 Dated: June 10, 2025

By:



27 DAVID G. SPIVAK, Attorney for  
28 Plaintiff(s), HEATHER WELLS, and all  
others similarly situated



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# **EXHIBIT A**



# THE SPIVAK LAW FIRM

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**\*SENT BY ELECTRONIC SUBMISSION, CERTIFIED MAIL, AND EMAIL\***

April 3, 2025

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

Re: Heather Wells / Miller Event Management

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Heather Wells (hereafter “Wells” or “Complainant”) provides notice that Miller Event Management, Inc., and related entities (collectively “the Miller Event Management Employers” or “the Employers”) violated her rights and those of all other individuals the Miller Event Management Employers have employed or otherwise contracted with in California as hourly, non-exempt workers, including security guards, 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, 226.7, 510, 512, 1174, 1194, 1197, 1198, and other Labor Code statutes. On behalf of herself and all other Aggrieved Employees, Wells hereby provides this notice to the Labor & Workforce Development Agency and the Miller Event Management Employers and their agents and representatives.

At all relevant times, the Miller Event Management Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Wells and all of the other Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 4-2001 (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 May 16, 2018, the Miller Event Management Employers began to employ Wells in San Luis Obispo in the position of hourly, non-exempt security guard. The Miller Event Management Employers continuously employed her in that capacity until on or about May 26, 2024 when her employment ended.

At all relevant times, the Miller Event Management Employers issued wages to Wells and all of the other Aggrieved Employees on a weekly (52 paychecks/year) basis and paid them by the hour. At all relevant times, the Miller Event Management Employers classified Wells and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

The Miller Event Management Employers failed to compensate Wells and all of the other Aggrieved Employees for all hours worked at the applicable minimum or regular rates of pay. The Miller Event Management Employers required Wells and the other Aggrieved Employees to work through meal periods, though the Miller Event Management Employers did not pay Wells and the other Aggrieved Employees for the time.

The Miller Event Management Employers failed to compensate Wells 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 Miller Event Management Employers required Wells and the other Aggrieved Employees to work over eight hours per day, over 40 hours per week, and on the seventh day of the same workweek. During such workdays and workweeks, the Miller Event Management Employers required Wells and the other Aggrieved Employees to work through meal periods, though the Miller Event Management Employers did not pay Wells and the other Aggrieved Employees for the time.

The Miller Event Management Employers failed to compensate Wells 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 Miller Event Management Employers required Wells and the other Aggrieved Employees to work over 12 hours per day and over eight hours on the seventh day of the same workweek. During such workdays and workweeks, the Miller Event Management Employers required Wells and the other Aggrieved Employees to work through meal periods,

though the Miller Event Management Employers did not pay Wells and the other Aggrieved Employees for the time.

At all relevant times, the Miller Event Management Employers failed to provide Wells and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal periods. The Miller Event Management Employers required Wells and the other Aggrieved Employees to work through meal periods, though the Miller Event Management Employers did not pay Wells and the other Aggrieved Employees for the time. The Miller Event Management Employers also failed to pay premium wages for days on which they failed to provide Wells and all of the other Aggrieved Employees with meal periods as required by law.

At all relevant times, the Miller Event Management Employers failed to authorize and permit Wells 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 Miller Event Management Employers required Wells and the other Aggrieved Employees to work through rest periods. The Miller Event Management Employers also failed to pay premium wages for days on which they failed to authorize and permit Wells and all of the other Aggrieved Employees to take rest breaks as required by law.

At all relevant times, the Miller Event Management Employers failed to issue to Wells 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 Miller Event Management Employers knowingly and intentionally failed to state on the wage statements they issued to Wells 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 other required information.

The Miller Event Management Employers also failed to timely pay Wells and all of the other Aggrieved Employees all earned wages as described above during and at the conclusion of employment.

The Miller Event Management Employers failed to maintain accurate employee records of Wells and all of the other Aggrieved Employees.

For the reasons stated herein, Wells 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 Miller Event Management Employers failed to pay Wells 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 Miller Event Management Employers failed to provide Wells and all of the other Aggrieved Employees all meal periods in compliance with California law;
- (c) The Miller Event Management Employers failed to authorize and permit Wells and all of the other Aggrieved Employees to take rest breaks in compliance with California law;
- (d) The Miller Event Management Employers failed to compensate Wells and all of the other Aggrieved Employees at one hour's pay for each day in which the Miller Event Management Employers failed to provide them with one or more meal periods as required by law;
- (e) The Miller Event Management Employers failed to compensate Wells and all of the other Aggrieved Employees at one hour's pay for each day in which the Miller Event Management Employers failed to authorize and permit them to take one or more rest breaks as required by law;
- (f) The Miller Event Management Employers knowingly and intentionally failed to provide Wells and all of the other Aggrieved Employees with accurate wage statements;
- (g) The Miller Event Management Employers willfully failed to timely pay Wells and all of the other Aggrieved Employees all earned and unpaid wages during their employment with the Miller Event Management Employers and when their employment ended; and
- (h) The Miller Event Management Employers failed to maintain accurate employment records pertaining to Wells and all of the other Aggrieved Employees.

Accordingly, Wells now seeks civil penalties on behalf of herself and all of the other Aggrieved Employees based on the Miller Event Management Employers' alleged violations of the Labor Code and the Wage Order.

### **The Wage Order**

The Wage Order applies to “all persons employed in professional, technical, mechanical, and similar occupations whether paid on a time, piece rate, commission, or other basis...” Wage Order, § 1. The Wage Order defines “Professional, Technical, Clerical, Mechanical, and Similar Occupations” to include

professional, semiprofessional, managerial, supervisory, laboratory, research, technical, clerical, office work, and mechanical occupations. Said occupations shall include, but not be limited to, the following: accountants; agents; appraisers; artists; attendants; audio-visual technicians; bookkeepers; bundlers; billposters; canvassers; carriers; cashiers; checkers; clerks; collectors; communications and sound technicians; compilers; copy holders; copy readers; copy writers; computer programmers and operators; demonstrators and display representatives; dispatchers; distributors; door-keepers; drafters; elevator operators; estimators; editors; graphic arts technicians; guards; guides; hosts; inspectors; installers; instructors; interviewers; investigators; librarians; laboratory workers; machine operators; mechanics; mailers; messengers; medical and dental technicians and technologists; models; nurses; packagers; photographers; porters and cleaners; process servers; printers; proof readers; salespersons and sales agents; secretaries; sign erectors; sign painters; social workers; solicitors; statisticians; stenographers; teachers; telephone, radiotelephone, telegraph and call-out operators; tellers; ticket agents; tracers; typists; vehicle operators; x-ray technicians; their assistants and other related occupations listed as professional, semiprofessional, technical, clerical, mechanical, and kindred occupations

Wage Order, § 2(O). At all relevant times during the applicable limitations period, the Miller Event Management Employers, Wells, and all of the Aggrieved Employees were covered by the Wage Order because the Miller Event Management Employers operated, and Wells, and all of the Aggrieved Employees, worked for the Miller Event Management Employers as guards, their assistants and other related occupations listed

as professional, semiprofessional, technical, clerical, mechanical, and kindred occupations. Accordingly, Wells and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

**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(K) 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 (7<sup>th</sup>) 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 (7<sup>th</sup>) consecutive day of work in a workweek; and
- (c) 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.4<sup>th</sup> 575, 585.

The Miller Event Management Employers required Wells and the other Aggrieved Employees to work through meal periods, though the Miller Event Management Employers did not pay Wells and the other Aggrieved Employees for the time.

The Miller Event Management Employers required Wells and the other Aggrieved Employees to work over eight hours per day, over 40 hours per week, and on the seventh day of the same workweek. During such workdays and workweeks, the Miller Event Management Employers required Wells and the other Aggrieved Employees to work through meal periods, though the Miller Event Management Employers did not pay Wells and the other Aggrieved Employees for the time.

The Miller Event Management Employers 8 required Wells and the other Aggrieved Employees to work over 12 hours per day and over eight hours on the seventh day of the same workweek. During such workdays and workweeks, the Miller Event Management Employers required Wells and the other Aggrieved Employees to work through meal periods, though the Miller Event Management Employers did not pay Wells and the other Aggrieved Employees for the time.

At all relevant times during the applicable limitations period, the Miller Event Management Employers failed to compensate Wells 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, Wells 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(K) 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. 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. . . .
- (B) 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.

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.
- (a) ©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 Miller Event Management Employers failed to provide Wells and all of the other Aggrieved Employees with all timely meal periods. The Miller Event Management Employers denied Wells and all of the other Aggrieved Employees their 30-minute off-duty meal period within the first five hours of work. The Miller Event Management Employers required Wells and the other Aggrieved Employees to work through meal periods, though the Miller Event Management Employers did not pay Wells and the other Aggrieved Employees for the time. Furthermore, the Miller Event Management Employers failed to pay premium wages for days on which they failed to provide Wells and all of the other Aggrieved Employees with timely meal periods. Accordingly, Wells now seeks civil penalties for these Labor Code violations that the Miller Event Management 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(K) 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.
- (a) ©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 Miller Event Management Employers failed to authorize and permit Wells 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 Miller Event Management Employers did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. The Miller Event Management Employers required Wells and the other Aggrieved Employees to work through rest periods. Moreover, the Miller Event Management Employers failed to pay Wells and all of the other Aggrieved Employees premium wages on workdays the Miller Event Management Employers failed to provide Wells and all of the other Aggrieved Employees with 10-minute rest periods every four hours worked or major fraction thereof. Accordingly, Wells now seeks civil penalties for these Labor Code violations that the Miller Event Management 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 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 1<sup>st</sup> and 15<sup>th</sup> days, inclusive, of any calendar month shall be paid for between the 16<sup>th</sup> and the 26<sup>th</sup> day of the month during

which the labor was performed, and labor performed between the 16<sup>th</sup> and the last day, inclusive, of any calendar month, shall be paid for between the 1<sup>st</sup> and 10<sup>th</sup> 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 Miller Event Management Employers failed to compensate Wells 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 other compensation, at the intervals stated above. As a result, the Miller Event Management Employers failed to timely pay all earned wages due during employment within the time periods set by Labor Code section 204. Accordingly, Wells now seeks civil penalties for the Labor Code violations that the Miller Event Management 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, 202, and 203)**

Under Labor Code § 201, 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 Miller Event Management Employers failed to pay Wells 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 Wells, including minimum wages, regular wages, overtime wages, doubletime wages, unprovided meal period premium wages, unprovided rest break premium wages, and other compensation. Additionally, the Miller Event Management Employers failed to issue to Wells 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 Wells and all of the other Aggrieved Employees as set forth above at the end of employment, the Miller Event Management Employers are liable for violations of Labor Code §§ 201, 202, and 203. Accordingly, on behalf of herself and all of the other Aggrieved Employees, Wells seeks civil penalties from the Miller Event Management Employers as follows:

- a. 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));
- a. 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
- a. 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)).

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**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:

...

- (a) ©Keep a record showing the names and addresses of all employees employed and the ages of all minors.
- (a) 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 © 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 Miller Event Management Employers failed to compensate Wells 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, and related compensation. As a result, the Miller Event Management Employers have failed to accurately maintain all records required by section 1174 and the Wage Order, including but not limited to Wells and all of the other Aggrieved Employees' total hours worked, total wages paid, and applicable hourly rates

*LWDA / The Miller Event Management Employers*  
*Re: Heather Wells*  
*April 3, 2025*  
*Page 18 of 18*

during each payroll period. Accordingly, Wells 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 Heather Wells 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 formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



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cc: Heather Wells  
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