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all others similarly situated, and on behalf of the general public
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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **IN AND FOR THE COUNTY OF SAN JOAQUIN**

11 JULIE FRITTS on behalf of herself, all
others similarly situated, and on behalf
12 of the general public,

13 Plaintiffs,

14 v.

15 GREAT LAKES SERVICES, LLC; and
16 DOES 1-100,

17 Defendants.
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Case No.

STK-CV-UNE-2025-93405

**PLAINTIFF JULIE FRITTS'S PRIVATE
ATTORNEYS GENERAL ACT OF 2004 ("PAGA")
COMPLAINT FILED PURSUANT TO
CALIFORNIA LABOR CODE § 2698, ET. SEQ.**

1. Violation of the PAGA for Failure to Pay All Straight Time Wages;
2. Violation of the PAGA for Failure to Pay All Overtime Wages;
3. Violation of PAGA for Failure to Provide Meal Periods;
4. Violation of PAGA for Failure to Provide Rest Periods;
5. Violation of the PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions;
6. Violation of the PAGA for Failure to Pay All Wages Due at the Time of Termination of Employment; and
7. Violation of PAGA for Failure to Reimburse Business Expenses Incurred in Discharging Duties.

DEMAND FOR JURY TRIAL

1 Plaintiff JULIE FRITTS (hereinafter referred to as “Plaintiff” or “Ms. Fritts”), on behalf herself and
2 all other non-exempt, hourly employees who worked in California (hereinafter referred to as the
3 “Aggrieved Employees”), files this Complaint against Defendant GREAT LAKES SERVICES, LLC
4 (“DEFENDANT” OR “GREAT WOLF LODGE”) and/or DOES 1-100.

5 **I. INTRODUCTION**

6 1. This is a representative action seeking recovery of penalties under the California Labor Code
7 Private Attorneys General Act of 2004 (“PAGA”), California Labor Code Sections 2698 et.
8 seq., against GREAT WOLF LODGE and/or DOES 1-100. The PAGA permits an “aggrieved
9 employee” to bring a lawsuit on behalf of herself and other current and former employees to
10 address an employer’s violations of the *California Labor Code*.

11 2. GREAT WOLF LODGE operates indoor water parks in California.

12 3. GREAT WOLF LODGE employs hourly, non-exempt employees, such as Ms. Fritts, to work
13 at its locations.

14 4. GREAT WOLF LODGE has maintained uniform policies that violate the wage and hour rights
15 of Plaintiff and similarly situated non-exempt employees in the manner complained of herein.

16 5. This action is brought on behalf of Plaintiff and all other Aggrieved Employees of GREAT
17 WOLF LODGE and/or DOES who: worked a shift of at least five (5) hours without receiving
18 a meal period; worked four (4) hours, or a major fraction thereof, without receiving a ten (10)
19 minute net rest break; were not provided accurate itemized wage statements; were not paid
20 compensation for all time worked at the straight or overtime rate; were not paid waiting time
21 penalties; were not timely paid all wages owed; and were not reimbursed for all business
22 expenses. Plaintiff seeks penalties on behalf of herself and all other Aggrieved Employees of
23 Defendant and/or DOES as provided herein. This Complaint also seeks attorneys’ fees and
24 costs under the PAGA, *California Labor Code* section 2699(g)(1).

25 6. At all times mentioned herein, Plaintiff and the other Aggrieved Employees were not classified
26 as “Exempt” or primarily employed in an executive, professional, or administrative capacity.
27 Thus, under California law, Plaintiff and the Aggrieved Employees should be: paid
28 compensation for all time worked at the regular or overtime rate; provided meal periods;

1 authorized and permitted to take rest periods; paid one hour of premium pay for all unprovided
2 meal periods; paid one hour of premium pay for all rest periods that were not authorized and/or
3 permitted; paid penalties for not being provided itemized wage statements; and paid penalties
4 for not being paid timely at the time of termination.

- 5 7. At all times mentioned herein, GREAT WOLF LODGE and/or DOES control the working
6 conditions of Plaintiff and the Aggrieved Employees including, but not limited to, having the
7 authority to hire and fire Plaintiff and the Aggrieved Employees, setting the wages of Plaintiff
8 and the Aggrieved Employees, and instructing Plaintiff and the Aggrieved Employees when
9 and/or where to work. In addition, GREAT WOLF LODGE and/or DOES develop, wrote,
10 dictated, approved and/or authorized wage and hour policies and/or practices that Plaintiff and
11 the Aggrieved Employees labored under. These policies and/or practices included, but were
12 not limited to, policies and/or practices regarding straight-time, overtime, meal periods, rest
13 periods, wage statements, timing of payment, paying compensation at the time of termination,
14 and business expense reimbursement. Further, GREAT WOLF LODGE and/or DOES have
15 the ability to prevent Plaintiff and the Aggrieved Employees from working.

16 **II. JURISDICTION AND VENUE**

- 17 8. Plaintiff is an individual residing in California. At all times relevant to this action, Plaintiff was
18 employed by GREAT WOLF LODGE and/or DOES in California. Plaintiff, and each of the
19 Aggrieved Employees, were employees of GREAT WOLF LODGE and/or DOES, and/or its
20 operating divisions and subsidiaries, within the State of California. Plaintiff and each of the
21 Aggrieved Employees were subject to the unlawful policies beginning one (1) year prior to the
22 date Plaintiff sent Notice to the State of California Labor and Workforce Development Agency
23 (LWDA).

- 24 9. Venue as to each Defendant and/or DOE is proper in this judicial district. Each Defendant
25 and/or DOE operate facilities, employ hourly employees, conduct business, and commit
26 *California Labor Code* violations within San Joaquin County and California. Each Defendant
27 and/or DOE is within the jurisdiction of this Court for service of process purposes. The
28 unlawful acts alleged herein have a direct effect on Plaintiff and the other aggrieved employees

1 situated within the State of California and within San Joaquin County. GREAT WOLF
2 LODGE and/or DOES employ numerous aggrieved employees in California and/or San
3 Joaquin County.

4 10. Plaintiff brings this action on behalf of herself and the Aggrieved Employees of GREAT
5 WOLF LODGE and/or DOES pursuant to the PAGA. Plaintiff, as personal representatives of
6 the general public, will and does seek to recover any and all penalties for each and every
7 violation shown to exist or to have occurred during the one (1) year period before Plaintiff filed
8 Notice with the LWDA of her intent to bring this action, in an amount according to proof, as
9 to those penalties that are otherwise only available to public agency enforcement
10 actions. Funds recovered will be distributed in accordance with the PAGA, with at least
11 seventy-five (75) percent of the penalties recovered being reimbursed to the State of California
12 and the LWDA.

13 11. There is no federal question at issue as the issues herein are based solely upon California
14 statutes and law, including the *California Labor Code*, IWC Wage Orders, Code of Civil
15 Procedure, and Civil Code.

16 12. The California Superior Court also has jurisdiction in this matter because the penalties sought
17 exceed the minimum jurisdictional limits of the Superior Court and will be established at trial,
18 according to proof. Defendant and/or DOES either own, maintain offices, transact business,
19 have an agent or agents, have their principal place of business in, and/or otherwise are found
20 within the County of San Joaquin, California.

21 **III. THE PARTIES**

22 **A. Plaintiffs**

23 13. Throughout the Statutory Period, Plaintiff JULIE FRITTS is and was a resident of California.
24 During the Statutory Period, Plaintiff JULIE FRITTS is and was employed in a non-exempt
25 capacity by Defendant GREAT WOLF LODGE and/or DOES in California. Plaintiff JULIE
26 FRITTS is currently employed by Defendant GREAT WOLF LODGE and/or DOES.

27 14. Plaintiff and the Aggrieved Employees were and are employed in the State of California by
28 GREAT WOLF LODGE and/or DOES. Plaintiff and the Aggrieved Employees are or were

employed in a non-exempt, hourly capacity.

15. A notice correspondence showing compliance with *Labor Code* Section 2699.3 was sent to the LWDA and Defendant on April 2, 2025. This notice demonstrates that Plaintiff is an aggrieved employee and has standing to bring a representative action on behalf of the LWDA and as a private attorney general. The violations alleged in this notice also forms the basis for the allegations herein. No notice of investigation was received from the LWDA in the statutorily proscribed sixty-five (65) day period since the mailing of the notices of the action. Accordingly, Plaintiff files this action as a “Representative Action” as authorized by Labor Code section 2699.3(a)(2)(C).

B. Defendants

16. GREAT WOLF LODGE operates indoor water parks in California.

17. GREAT WOLF LODGE and/or DOES employed Plaintiff and similarly situated hourly non-exempt employees to work at its locations in California.

18. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct alleged, of the Defendants sued as DOES 1 through 100, inclusive, but on information and belief alleges that said Defendants are now, and/or at all times mentioned in this Complaint were doing business in the State of California and/or throughout the United States. Plaintiff is informed and believes that each of the Defendants designated as a DOE is legally responsible in some manner for the unlawful acts alleged. Plaintiff will amend this Complaint to allege the true names and capacities of the DOE Defendants when ascertained.

19. Plaintiff is informed and believes each Defendant acted, in whole or in part, 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 as each Defendant has ratified, approved, and/or authorized the acts of each of the remaining Defendants.

20. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are partners, agents, owners, and/or shareholders of Defendants and/or DOES and were acting on behalf of Defendants and/or DOES at all times.

1 **IV. GENERAL ALLEGATIONS**

2 21. During all, or a portion, of the relevant time period, Plaintiff and each of the Aggrieved
3 Employees were employed by GREAT WOLF LODGE and/or DOES in the State of
4 California. Plaintiff and the Aggrieved Employees are composed of all current and former non-
5 exempt, hourly employees of GREAT WOLF LODGE and/or DOES within the State of
6 California.

7 22. At all times mentioned herein, GREAT WOLF LODGE and/or DOES fail to pay Plaintiff and
8 the Aggrieved Employees all straight time and overtime wages owed.

9 23. At all times mentioned herein, GREAT WOLF LODGE and/or DOES fail to provide Plaintiff
10 and the Aggrieved Employees with meal periods that comply with California law and fail to
11 authorize and permit rest periods that comply with California law.

12 24. At all times mentioned herein, GREAT WOLF LODGE and/or DOES knew and/or should
13 have known that Plaintiff and the Aggrieved Employees were entitled to be provided legally
14 compliant meal periods in a timely manner or payment of one hour of pay as additional
15 compensation at Plaintiff's and the aggrieved employees' regular rate of pay when they did
16 not receive a timely, uninterrupted meal period.

17 25. At all times mentioned herein, GREAT WOLF LODGE and/or DOES require Ms. Fritts and
18 Aggrieved Employees to work through their meal periods thereby denying Ms. Fritts and
19 Aggrieved Employees of the right to be completely free from employer control under
20 California law.

21 26. At all times mentioned herein, Ms. Fritts and Aggrieved Employees are not free of all work
22 duties and/or employer control during meal periods.

23 27. At all times mentioned herein, GREAT WOLF LODGE and/or DOES breach the legal duty to
24 provide meal periods to employees by failing to provide employees with meal periods within
25 the timeframes outlined by California law. Specifically, GREAT WOLF LODGE and/or
26 DOES fail to provide Ms. Fritts and the Aggrieved Employees with meal periods within the
27 first five (5) continuous hours of work.

28 28. By failing to provide a duty-free meal period of not less than thirty (30) minutes for every shift

of at least five (5) hours worked per day by Plaintiff and all Aggrieved Employees, and by failing to provide compensation for these unprovided meal periods, GREAT WOLF LODGE and/or DOES willfully violate the provisions of Labor Code section 226.7, IWC Wage Order No. 10-2001, and California Code of Regulations, Section 11100(11). In addition, GREAT WOLF LODGE and/or DOES fail to provide Plaintiff and the Aggrieved Employees with another duty-free meal period of not less than thirty (30) minutes for every shift of more than ten (10) hours per day.

29. At all times mentioned herein, GREAT WOLF LODGE and/or DOES knew and/or should have known that Plaintiff and the Aggrieved Employees were entitled to be authorized and/or permitted to take legally compliant rest periods in a timely manner or payment of one hour of pay as additional compensation at Plaintiff's and the Aggrieved Employees' regular rate of pay when they were not authorized and/or permitted to take a legally compliant rest period.

30. At all times mentioned herein, GREAT WOLF LODGE and/or DOES breach the legal duty to provide lawful rest periods to employees.

31. At all times mentioned herein, GREAT WOLF LODGE and/or DOES have had a consistent policy and/or practice of not providing duty-free net ten-minute rest periods to Ms. Fritts and all Aggrieved Employees and/or providing compensation in lieu thereof.

32. At all times mentioned herein, GREAT WOLF LODGE and/or DOES breached the legal duty to provide rest periods to employees by imposing a continuous and consistent policy requiring Ms. Fritts and Aggrieved Employees to keep working during their rest periods, thereby denying Ms. Fritts and Aggrieved Employees of the right to be completely free from employer control under California law.

33. At all times mentioned herein, Plaintiff and the Aggrieved Employees are not free of all work duties and/or employer control during rest periods.

34. By failing to provide paid net ten (10) minute rest periods for every four (4) hours or major fraction thereof, worked per day by Plaintiff and all Aggrieved Employees and by failing to provide compensation for these periods, GREAT WOLF LODGE and/or DOES willfully violate the provisions of Labor Code section 226.7, IWC Wage Order No. 10-2001, and

1 California Code of Regulations, Section 11100(12).

2 35. At all times mentioned herein, GREAT WOLF LODGE and/or DOES knowingly and
3 intentionally provide wage statements to employees that fail to specifically itemize everything
4 required under *California Labor Code* section 226(a).

5 36. At all times mentioned herein, GREAT WOLF LODGE and/or DOES knew and/or should
6 have known that Plaintiff and the Aggrieved Employees were entitled to receive complete and
7 accurate pay statements in accordance with California law.

8 37. At all times mentioned herein, GREAT WOLF LODGE and/or DOES knew and/or should
9 have known that they were not providing complete and accurate pay statements in accordance
10 with California law to Plaintiff and the Aggrieved Employees.

11 38. At all times mentioned herein, GREAT WOLF LODGE and/or DOES fail to pay all wages
12 owed to Plaintiff and to other terminated or resigned Aggrieved Employees and failed to timely
13 pay wages during employment.

14 39. At all times mentioned herein, GREAT WOLF LODGE and/or DOES knew and/or should
15 have known that they had a duty to compensate Plaintiff and the Aggrieved Employees in
16 accordance with California law, and that GREAT WOLF LODGE and DOES have the ability
17 to pay such compensation, but willfully and intentionally failed to do so, and GREAT WOLF
18 LODGE and DOES falsely represent to Plaintiff and the Aggrieved Employees that they were
19 properly compensating Plaintiff and the Aggrieved Employees.

20 40. At all times mentioned herein, GREAT WOLF LODGE and/or DOES knowingly and
21 intentionally fail to pay all wages owed to non-exempt, hourly employees in a timely manner
22 at the time non-exempt, hourly employees terminated their employment – either voluntarily or
23 involuntarily – with GREAT WOLF LODGE and/or DOES.

24 41. At all times mentioned herein, GREAT WOLF LODGE and/or DOES knew and/or should
25 have known that Plaintiff and the Aggrieved Employees were entitled to timely wages at the
26 time of termination. GREAT WOLF LODGE and/or DOES did not timely pay all wages owed,
27 straight-time wages owed, overtime wages owed, meal period premiums, and rest period
28 premiums owed at the time of termination.

1 42. At all times mentioned herein, GREAT WOLF LODGE and/or DOES fail to pay Plaintiff and
2 the Aggrieved Employees a sum certain at the time of termination or within seventy-two (72)
3 hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter.

4 43. At all times mentioned herein, GREAT WOLF LODGE and/or DOES knew and/or should
5 have known that they had a duty to compensate Plaintiff and the other Aggrieved Employees
6 in accordance with California law, and that GREAT WOLF LODGE and/or DOES had the
7 ability to pay such compensation, but willfully and intentionally failed to do so, and Defendant
8 and DOES falsely represented to Plaintiff and the other aggrieved employees that they were
9 properly compensating Plaintiff and the other Aggrieved Employees.

10 44. At all times mentioned herein, GREAT WOLF LODGE and/or DOES knew and/or should
11 have known that Plaintiff and the Aggrieved Employees were entitled to receive be reimbursed
12 for business expenses in accordance with California law.

13 45. Plaintiff brings this action on behalf of herself and all Aggrieved Employees defined as all
14 GREAT WOLF LODGE'Ss non-exempt employees employed in California beginning one
15 year prior to the date Plaintiff sent notice to the LWDA.

16 46. Plaintiff reserves the right to amend or modify the definition of Aggrieved Employees with
17 respect to the issues or in any other way.

18 **FIRST CAUSE OF ACTION AGAINST GREAT WOLF LODGE AND/OR DOES: Violation**
19 **of the PAGA for Failure to Pay Straight Time Wages (California Labor Code §2698 et. seq.).**

20 47. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
21 as if fully plead.

22 48. GREAT WOLF LODGE and/or DOES have had a continuous policy of not paying Plaintiff
23 and the Aggrieved Employees for all hours worked.

24 49. It is fundamental that an employer must pay its employees for the time worked. *California*
25 *Labor Code* section 222 prohibits the withholding on part of a wage. *California Labor Code*
26 section 223 prohibits the payment of less than a statutory or contractual wage scale. *California*
27 *Labor Code* sections 1194 – 1197.1 prohibit the payment of less than the minimum wage.
28 *California Labor Code* section 224 only permits deductions from wages when the employer is

1 required or empowered to do so by state or federal law or when the deduction is expressly
2 authorized in writing by the employee for specified purposes that do not in effect reduce the
3 agreed upon wage.

4 50. Section 1197.1 of the *California Labor Code* states “[a]ny employer or other person acting
5 individually as an officer, agent, or employee of another person, who pays or causes to be paid
6 to any employee a wage less than the minimum fixed by an applicable state or local law, or by
7 an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
8 damages payable to the employee, and any applicable penalties pursuant to Section 203.”

9 51. GREAT WOLF LODGE and/or DOES have had a continuous policy of not paying Plaintiff
10 and those similarly situated for all hours worked. Specifically, Defendant and/or DOES have
11 a continuous and consistent policy of requiring employees to work before clocking in, after
12 clocking out, and during meal periods. Plaintiff and Aggrieved Employees are not paid for this
13 time. Failing to pay for all hours worked while under GREAT WOLF LODGE’S and/or
14 DOES’ control and/or while suffered or permitted to work has resulted in Plaintiff and
15 Aggrieved Employees being deprived of straight time wages throughout the Statutory Period.

16 52. Further, GREAT WOLF LODGE and/or DOES require Plaintiff and Aggrieved Employees to
17 review and fill out paperwork after they are hired by GREAT WOLF LODGE and/or DOES,
18 but before the employees’ first day of work. As such, GREAT WOLF LODGE and/or DOES
19 fail to pay Plaintiff and Aggrieved Employees for this time.

20 53. Plaintiff and the Aggrieved Employees are informed and believe and thereon allege that
21 GREAT WOLF LODGE and/or DOES breach the legal duty to pay full wages to Plaintiff and
22 the Aggrieved Employees by failing to pay employees for meal period time when employees
23 were not relieved of all duties and employer control.

24 54. Defendant and/or DOES have a continuous policy of not paying Plaintiff and Aggrieved
25 Employees for all hours worked in that Defendant and/or DOES continuously and consistently
26 clock Plaintiff and Aggrieved Employees out for a meal period and/or require Plaintiff and
27 Aggrieved Employees to record a meal period, even though Plaintiff and Aggrieved Employees
28 work through their meal periods, were unable to take meal periods, and/or were not free of all

- work duties and employer controls during meal periods. Thus, Defendant and/or DOES shave/steal earned wages from Plaintiff and Aggrieved Employees every day they work without a meal period and have time deducted.
55. Likewise, Plaintiff and Aggrieved Employees are informed and believe and thereon allege that Defendant and/or DOES breached the legal duty to pay full wages to Plaintiff and Aggrieved Employees by deducting a portion of the wages earned by Plaintiff and Aggrieved Employees when they work through their meal periods and/or when Defendant and/or DOES record a meal period for Plaintiff and Aggrieved Employees when no meal period was taken. Specifically, Plaintiff and Aggrieved Employees work through their meal periods to satisfy their demanding work duties imposed by Defendant and/or DOES, thereby denying them the right to be completely free from employer control under California law. Further, Plaintiff and Aggrieved Employees are forced to work through their meal periods due to Defendant and/or DOES providing insufficient staffing.
56. Failing to pay for all hours worked while under GREAT WOLF LODGE'S and/or DOES' control and/or while suffered or permitted to work has resulted in Plaintiff and the Aggrieved Employees being deprived of straight time wages.
57. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial unpaid wages, and lost interest on such wages, and expenses.
58. Plaintiff and the Aggrieved Employees were employed by GREAT WOLF LODGE and/or DOES at all relevant times. GREAT WOLF LODGE and/or DOES were required to compensate Plaintiff and the Aggrieved Employees for all hours worked and were prohibited from making deductions that had the effect of reducing the agreed upon wage.
59. GREAT WOLF LODGE and/or DOES commit the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring Plaintiff and the Aggrieved Employees.
60. These claims are on behalf of Plaintiff and all non-exempt hourly employees employed by Defendant and/or DOES in California.
61. Plaintiff, as former "non-exempt" hourly employee of GREAT WOLF LODGE and/or DOES

1 who GREAT WOLF LODGE and/or DOES fail to pay all wages. Therefore, Plaintiff is an
2 aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all
3 prerequisites to serve as representatives of the general public to enforce California's labor laws,
4 and the penalty provisions identified in *California Labor Code* section 2699.5.

5 62. Plaintiff, as a representative of the people of the State of California, will seek any and all
6 penalties otherwise capable of being collected by the Labor Commission and/or the
7 Department of Labor Standards Enforcement ("DLSE"). This includes each of the following,
8 as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a)
9 applies to any alleged violation of the following provisions: sections 510, 1194, 1197, and
10 1199.

11 63. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on
12 behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil
13 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
14 initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars
15 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per
16 *California Labor Code* section 2699(f)(2).

17 64. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved
18 Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations
19 pursuant to this chapter or any provisions regulating hours and days of the week of the
20 Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

21 **SECOND CAUSE OF ACTION AGAINST GREAT WOLF LODGE AND/OR DOES:**

22 **Violation of the PAGA for Failure to Pay All Overtime Wages Owed**

23 65. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
24 as if fully plead.

25 66. *California Labor Code* section 510 states that eight (8) hours of labor constitutes a day's work.
26 Any work in excess of eight (8) hours in one workday and any work in excess of forty (40)
27 hours in any one workweek and the first eight (8) hours worked on the seventh day of work in
28 any one workweek shall be compensated at the rate of no less than one and one-half (1.5) times

1 the regular rate of pay for an employee.

2 67. *California Labor Code* section 510 dictates that any work in excess of twelve (12) hours in
3 one day shall be compensated at the rate of no less than twice the regular rate of pay for an
4 employee. In addition, any work in excess of eight (8) hours on any seventh day of a workweek
5 shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

6 68. GREAT WOLF LODGE and/or DOES fail to pay overtime when employees worked over
7 eight (8) hours per day and when employees worked over forty (40) hours per week.

8 69. Plaintiff and Aggrieved Employees were deprived of wages for all overtime hours worked
9 because Defendant and/or DOES fail to pay them overtime wages for all overtime hours
10 worked. This resulted in Plaintiff and Aggrieved Employees not being paid all overtime wages
11 owed to them.

12 70. Defendant and/or DOES have a continuous policy of not paying Plaintiff and Aggrieved
13 Employees for all hours worked. Specifically, Defendant and/or DOES have a continuous and
14 consistent policy of requiring employees to work before clocking in, after clocking out, and
15 during meal periods. Plaintiff and Aggrieved Employees are not paid for this time. When
16 Plaintiff and Aggrieved Employees work over eight (8) hours in a day, these hours are owed
17 at an overtime rate.

18 71. In addition, Defendant and/or DOES have a continuous policy of not paying Plaintiff and
19 Aggrieved Employees for all hours worked in that Defendant and/or DOES continuously and
20 consistently clocks Plaintiff and Aggrieved Employees out for a meal period and/or requires
21 Plaintiff and Aggrieved Employees to record a meal period, even though Plaintiff and
22 Aggrieved Employees work through their meal periods, were unable to take meal periods,
23 and/or were not free of all work duties and employer controls during meal periods. Thus,
24 Defendant and/or DOES shave/steal earned wages from Plaintiff and Aggrieved Employees
25 every day they work without a meal period and have time deducted. When employees work
26 over eight (8) hours in a day, these hours are owed at an overtime rate.

27 72. Likewise, Plaintiff and Aggrieved Employees are informed and believe and thereon allege that
28 Defendant and/or DOES breached the legal duty to pay full wages to Plaintiff and Aggrieved

1 Employees by deducting a portion of the wages earned by Plaintiff and Aggrieved Employees
2 when they work through their meal periods and/or when Defendant and/or DOES record a meal
3 period for Plaintiff and Aggrieved Employees when no meal period was taken. Specifically,
4 Plaintiff and Aggrieved Employees work through their meal periods to satisfy their demanding
5 work duties imposed by Defendant and/or DOES, thereby denying them the right to be
6 completely free from employer control under California law. Further, Plaintiff and Aggrieved
7 Employees are forced to work through their meal periods due to Defendant and/or DOES
8 providing insufficient staffing. When employees work over eight (8) hours in a day, these hours
9 are owed at an overtime rate.

10 73. Additionally, Defendant and/or DOES failed to pay Plaintiff and Aggrieved Employees at the
11 appropriate regular rate of pay for all overtime hours worked. Defendant and/or DOES fails to
12 incorporate bonuses Plaintiff and Aggrieved Employees were paid when calculating
13 employees' regular rate of pay for purposes of paying overtime compensation.

14 74. Plaintiff and Aggrieved Employees are informed and believe and thereon allege that Defendant
15 and/or DOES breach the legal duty to pay full wages to Plaintiff and Aggrieved Employees by
16 failing to pay Plaintiff and Aggrieved Employees for time when Plaintiff and Aggrieved
17 Employees were not relieved of all duties and/or employer control. By failing to pay for this
18 time when Plaintiff and Aggrieved Employees work over eight (8) hours in a shift and forty
19 (40) hours in a week, these unpaid hours must be compensated at an overtime rate.

20 75. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial
21 unpaid wages, and lost interest on such wages, and expenses.

22 76. These claims are on behalf of Plaintiff and all non-exempt employees employed by Defendant
23 and/or DOES in California.

24 77. Plaintiff, as a representative of the people of the State of California, will seek any and all
25 penalties otherwise capable of being collected by the Labor Commission and/or the
26 Department of Labor Standards Enforcement (DLSE) for violations of *California Labor Code*
27 section 510.

28 78. Plaintiff, as a representative of the people of the State of California, will seek all penalties

otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 222, 223, and 510.

79. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

80. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

THIRD CAUSE OF ACTION AGAINST GREAT WOLF LODGE AND/OR DOES: Violation of the PAGA for Failure to Provide Meal Periods (*California Labor Code* §2698 et. seq.).

81. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

82. Under *California Labor Code* section 512, and IWC Wage Order 10-2001, no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes. During this meal period of not less than thirty (30) minutes, the employee is to be completely free of the employer's control and must not perform any work for the employer. If the employee does perform work for the employer during the thirty (30) minute meal period, the employee has not been provided a meal period in accordance with the law. Also, the employee is to be compensated for any work performed during the thirty (30) minute meal period.

83. In addition, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with another meal period of not less than thirty

1 (30) minutes.

2 84. Under *California Labor Code* section 226.7, if the employer does not provide an employee a
3 meal period in accordance with the above requirements, the employer shall pay the employee
4 one (1) hour of pay at the employee's regular rate of compensation for each workday that the
5 meal period is not provided.

6 85. GREAT WOLF LODGE and/or DOES have a consistent policy and/or practice of not
7 providing meal periods to Plaintiff and the Aggrieved Employees and/or providing
8 compensation in lieu thereof.

9 86. GREAT WOLF LODGE and/or DOES breached the legal duty to provide meal periods to
10 employees by failing to provide employees with meal periods within the timeframes outlined
11 by California law. Specifically, Defendant and/or DOES fail to provide Plaintiff and Aggrieved
12 Employees with meal periods within the first five (5) continuous hours of work.

13 87. GREAT WOLF LODGE and/or DOES have a consistent policy and/or practice of requiring
14 Plaintiff and the Aggrieved Employees to work at least five (5) hours without a meal period
15 and failing to pay such employees one (1) hour of pay at the employees' regular rate of
16 compensation for each workday that the meal period is not provided, or other compensation in
17 lieu thereof, as required by California's state wage and hour laws.

18 88. Defendant and/or DOES breached the legal duty to provide meal periods to employees by
19 imposing a continuous and consistent policy of failing to provide sufficient staffing so that
20 Plaintiff and Aggrieved Employees could freely take their meal periods.

21 89. Further, Defendant and/or DOES breach the legal duty to provide meal periods to employees
22 by imposing a continuous and consistent policy requiring Plaintiff and the Aggrieved
23 Employees to keep working during their meal periods, thereby denying Plaintiff and the
24 Aggrieved Employees of the right to be completely free from employer control under
25 California law.

26 90. When Plaintiff and Aggrieved Employees are able to take a meal period, Plaintiff and
27 Aggrieved Employees are not relieved of all duties and/or employer control during their meal
28 periods.

1 91. GREAT WOLF LODGE and/or DOES have a consistent policy and/or practice of not
2 providing second meal periods to Plaintiff and the Aggrieved Employees and/or providing
3 compensation in lieu thereof. Specifically, Plaintiff and the Aggrieved Employees were not
4 provided with second meal periods when they worked ten (10) to twelve (12) hours.

5 92. In addition, Plaintiff and Aggrieved Employees have to take meal periods when scheduled by
6 Defendant and/or DOES and/or when coverage was provided by Defendant and/or DOES. As
7 such, if a meal period appears late in Plaintiff's and Aggrieved Employees' time records, that
8 is because it was provided late by Defendant and/or DOES and/or coverage was only provided
9 at that time. Similarly, if Plaintiff's and Aggrieved Employees' time records do not show a
10 meal period in a given shift, that is because they were not provided with a meal period by
11 Defendant and/or DOES and/or coverage was not provided so Plaintiff and the Aggrieved
12 Employees could not take a meal period.

13 93. By failing to provide statutory first and/or second meal periods, and by failing to provide
14 compensation for unprovided meal periods, as alleged above, GREAT WOLF LODGE and/or
15 DOES willfully violate the provisions of the *California Labor Code* section 226.7 and 512.

16 94. These claims are on behalf of Plaintiff and all non-exempt employees employed by Defendant
17 and/or DOES in California.

18 95. By failing to provide statutory first and/or second meal periods, and by failing to provide
19 compensation for unprovided meal periods, as alleged above, GREAT WOLF LODGE and/or
20 DOES willfully violate the provisions of *California Labor Code* sections 226.7 and 512, and
21 IWC Wage Order No. 10-2001.

22 96. As a result of the unlawful acts of GREAT WOLF LODGE and/or DOES, Plaintiff and the
23 Aggrieved Employees have been deprived of premium wages and/or other compensation in
24 amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest,
25 attorneys' fees, and costs.

26 97. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled
27 to work for a period of time in excess of six (6) hours were required to work for periods longer
28 than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

- 1 98. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled
2 to work for a period of time in excess of ten (10) hours and/or (12) hours, and who did not
3 waive their legally-mandated meal periods by mutual consent were required to work in excess
4 of ten (10) hours and/or twelve (12) hours without receiving a second uninterrupted meal
5 period of not less than thirty (30) minutes.
- 6 99. During the relevant time period, GREAT WOLF LODGE and/or DOES fail to pay Plaintiff
7 and the Aggrieved Employees the full meal period premium due pursuant to *California Labor*
8 *Code* section 226.7.
- 9 100. GREAT WOLF LODGE'Ss and/or DOES' conduct violates applicable IWC Wage Order 10-
10 2001 and *California Labor Code* sections 226.7 and 512(a).
- 11 101. Plaintiff, as a non-exempt employee who unlawfully was deprived of first and second meal
12 periods, is an Aggrieved Employee with standing to bring an action under the PAGA. Plaintiff
13 has satisfied all prerequisites to serve as a representative of the general public to enforce
14 California's labor laws, and the penalty provisions identified in *California Labor Code* section
15 2699.5 for violations of *California Labor Code* sections 226.7 and 512.
- 16 102. Plaintiff, as a representative of the people of the State of California, will seek all penalties
17 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
18 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
19 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
20 226.7, and 512.
- 21 103. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an Aggrieved Employee, on
22 behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil
23 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
24 initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars
25 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per
26 *California Labor Code* section 2699(f)(2).
- 27 104. In the alternative, Plaintiff, as an Aggrieved Employee, on behalf of herself and other
28 Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for

violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

FOURTH CAUSE OF ACTION AGAINST GREAT WOLF LODGE AND/OR DOES:

Violation of the PAGA for Failure to Provide Rest Periods (*California Labor Code* §2698 et. seq.).

105. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

106. Industrial Welfare Commission Order No. 10-2001 section 12(A) states “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work week 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.”

107. At all times mentioned herein, GREAT WOLF LODGE and/or DOES fail to authorize and/or permit rest period time based upon the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

108. Defendant and/or DOES failed to provide rest periods to Plaintiff and Aggrieved Employees. Defendant and/or DOES breached the legal duty to provide rest periods to employees by imposing a continuous and consistent policy of failing to provide sufficient staffing so that Plaintiff and Aggrieved Employees could freely take their net ten (10) minute rest periods.

109. Defendant and/or DOES also breach the legal duty to provide rest periods to employees by imposing a continuous and consistent policy of requiring Plaintiff and Aggrieved Employees to work through their rest periods thereby denying Plaintiff and the Aggrieved Employees of the right to be completely free from employer control under California law.

110. When Plaintiff and Aggrieved Employees are able to take a rest period, Plaintiff and Aggrieved Employees are not relieved of all duties and/or employer control during their rest periods.

111. In addition, Plaintiff and Aggrieved Employees have to take rest periods when coverage was provided by Defendant and/or DOES. As such, if coverage is not provided, Plaintiff and the Aggrieved Employees cannot take a rest period.

1 112. By failing to provide rest periods for every four (4) hours or major fraction thereof worked per
2 day by Plaintiff and the Aggrieved Employees, and by failing to provide compensation for
3 these unprovided rest periods, as alleged above, GREAT WOLF LODGE and/or DOES
4 willfully violate the provisions of *California Labor Code* section 226.7.

5 113. These claims are on behalf of Plaintiff and all hourly non-exempt employees employed by
6 Defendant and/or DOES in California.

7 114. Plaintiff, as a non-exempt employee who was unlawfully deprived of paid ten (10) minute rest
8 periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
9 has satisfied all prerequisites to serve as a representative of the general public to enforce
10 California's labor laws, and the penalty provisions identified in *California Labor Code* section
11 2699.5 for violations of *California Labor Code* section 226.7.

12 115. Plaintiff, as a representative of the people of the State of California, will seek all penalties
13 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
14 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
15 that section 2699.3(a) applies to any alleged violation of the following provisions: section
16 226.7.

17 116. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an Aggrieved Employee, on
18 behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil
19 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
20 initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars
21 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per
22 *California Labor Code* section 2699(f)(2).

23 117. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved
24 Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations
25 pursuant to this chapter or any provisions regulating hours and days of the week of the
26 Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

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1 **FIFTH CAUSE OF ACTION AGAINST GREAT WOLF LODGE AND/OR DOES: Violation**
2 **of the PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage**
3 **Statement Provisions (*California Labor Code* §2698 et. seq.).**

4 118. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
5 as if fully plead.

6 119. *California Labor Code* section 226(a) requires GREAT WOLF LODGE and/or DOES to
7 itemize in wage statements all deductions from payment of wages and to accurately report total
8 hours worked by Plaintiff and the Aggrieved Employees. *California Labor Code* section 226(a)
9 requires GREAT WOLF LODGE and/or DOES, at the time of each payment of wages, to
10 “furnish each of her or her employees, either as an detachable part of the check, draft, or
11 voucher paying the employee’s wages, or separately when wages are paid by personal check
12 or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total
13 hours worked by the employee...(3) the number of piece-rate units earned and any applicable
14 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
15 deductions made on written orders of the employee may be aggregated and shown as one item,
16 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7)
17 the name of the employee and only the last four digits of his or her social security number or
18 an employee identification number other than the social security number, (8) the name and
19 address of the legal entity that is the employer...(9) all applicable hourly rates in effect during
20 the pay period and the corresponding number of hours worked at each hourly rate and the
21 corresponding number of hours worked at each hourly rate by the employee....”

22 120. *California Labor Code* section 226(a) also requires that “deductions made from payment of
23 wages shall be recorded in ink or other indelible form, properly dates, showing the month, day
24 and year, and a copy of the statement and the record of the deductions shall be kept on file by
25 the employer for at least three years at the place of employment or at a central location within
26 the State of California.”

27 121. GREAT WOLF LODGE and/or DOES have knowingly and intentionally failed to comply with
28 *California Labor Code* section 226(a) on each and every wage statement provided to Plaintiff

- 1 and the Aggrieved Employees.
- 2 122. *California Labor Code* section 1174 requires GREAT WOLF LODGE and/or DOES to
3 maintain and preserve, in a centralized location, records showing the daily hours worked by
4 and the wages paid to its employees. GREAT WOLF LODGE and/or DOES have knowingly
5 and intentionally failed to comply with *California Labor Code* section 1174. The failure of
6 GREAT WOLF LODGE and/or DOES, and each of them, to comply with *California Labor*
7 *Code* section 1174 is unlawful pursuant to *California Labor Code* section 1175.
- 8 123. GREAT WOLF LODGE and/or DOES fail to maintain accurate time records - as required by
9 IWC Wage Order No. 10-2001(7), and *California Code of Regulations*, Title 8, section 11100
10 - showing, among other things, when the employee begins and ends each work period, the total
11 daily hours worked in itemized wage statements, total wages, bonuses and/or incentives
12 earned, and all deductions made.
- 13 124. GREAT WOLF LODGE and/or DOES have knowingly and intentionally failed to provide
14 Plaintiff and the Aggrieved Employees with accurate itemized wage statements which show:
15 “(1) gross wages earned, (2) total hours worked by the employee... (3) the number of piece-
16 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4)
17 all deductions, provided that all deductions made on written orders of the employee may be
18 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period
19 for which the employee is paid, (7) the name of the employee and only the last four digits of
20 his or her social security number or an employee identification number other than a social
21 security number, (8) the name and address of the legal entity that is the employer and, if the
22 employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
23 and address of the legal entity that secured the services of the employer, and (9) all applicable
24 hourly rates in effect during the pay period and the corresponding number of hours worked at
25 each hourly rate by the employee[.]” *California Labor Code* section 226(a).
- 26 125. GREAT WOLF LODGE and/or DOES knowingly and intentionally did not itemize the total
27 hours worked on wage statements as *California Labor Code* section 226, subsection (a),
28 requires.

1 126. Defendant and/or DOES knowingly and intentionally did not include the gross wages earned
2 on wage statements. Defendant and/or DOES therefore knowingly and intentionally failed to
3 itemize the gross wages earned on Plaintiff's and Aggrieved Employees' wage statements.

4 127. In every pay period during the period of the relevant statute of limitations, GREAT WOLF
5 LODGE and/or DOES knowingly and intentionally did not include the total hours worked on
6 wage statements. GREAT WOLF LODGE and/or DOES therefore knowingly and
7 intentionally fail to itemize the total hours worked on Ms. Fritts' and the Aggrieved
8 Employees' wage statements.

9 128. In every pay period during the period of the relevant statute of limitations, GREAT WOLF
10 LODGE and/or DOES knowingly and intentionally did not itemize the total hours worked on
11 wage statements as *California Labor Code* section 226(a) requires. As outlined above,
12 Defendant and/or DOES have a continuous policy of not paying Plaintiff and Aggrieved
13 Employees for all hours worked by requiring employees to work before clocking in, after
14 clocking out, and during meal periods. For example, GREAT WOLF LODGE and/or DOES
15 have a continuous policy of not paying Ms. Fritts and similarly Aggrieved Employees for all
16 hours worked by requiring employees to work before clocking in, after clocking out, and
17 during meal periods. Ms. Fritts and the Aggrieved Employees are not paid for this time. As
18 such, Defendant and/or DOES fail to pay Plaintiff and Aggrieved Employees for all time
19 worked.

20 129. In addition, GREAT WOLF LODGE and/or DOES knowingly and intentionally did not
21 itemize meal and rest period premiums owed to Plaintiff and the Aggrieved Employees on
22 wage statements.

23 130. Section 246(i) of the *California Labor Code* states, "[a]n employer shall provide an employee
24 with written notice that sets forth the amount of sick leave available, or paid time off an
25 employer provides in lieu of sick leave, for use on either the employee's itemized wage
26 statement described in Section 226 or in a separate writing provided on the designated pay date
27 with the employee's payment of wages."

28 131. GREAT WOLF LODGE and/or DOES fail to itemize sick leave available, or paid time off an

1 employer provides in lieu of sick leave, for use on Plaintiff's and the Aggrieved Employees'
2 itemized wage statements or in a separate writing provided on the designated pay date with the
3 employee's payment of wages.

4 132. As a result of the knowing and intentional failure by GREAT WOLF LODGE and/or DOES
5 to comply with itemized employee wage statement provisions, Plaintiff and the Aggrieved
6 Employees have been able to reconstruct only a reasonable estimate of the hours worked and
7 have, therefore, not received full compensation.

8 133. These claims are on behalf of Plaintiff and all non-exempt employees employed by Defendant
9 and/or DOES in California.

10 134. Plaintiff, as a non-exempt hourly employee who Defendants and/or DOES failed to provide
11 accurate and itemized wage statements, is an aggrieved employee with standing to bring an
12 action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the
13 general public to enforce California's labor laws, and the penalty provisions identified in
14 *California Labor Code* section 2699.5.

15 135. Plaintiff, as a representative of the people of the State of California, will seek all penalties
16 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
17 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
18 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
19 226, 1174, 1199.

20 136. Pursuant to Labor Code section 2699(f), Plaintiff, as an Aggrieved Employee, on behalf of
21 herself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one
22 hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation
23 per Labor Code section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved
24 Employee per pay period for each subsequent violation, per *California Labor Code* section
25 2699(f)(2).

26 137. In the alternative, Plaintiff, as an Aggrieved Employee, on behalf of herself and other
27 Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for
28 violations pursuant to this chapter or any provisions regulating hours and days of the week of

the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

SIXTH CAUSE OF ACTION AGAINST GREAT WOLF LODGE AND/OR DOES: Violation of the PAGA for Failure to Pay Wages Due at Termination and During Employment (*California Labor Code* §2698 et. seq.).

138. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

139. GREAT WOLF LODGE and/or DOES and/or their officers and/or managing agents willfully failed to pay, in a timely manner, wages owed to the Aggrieved Employees who left GREAT WOLF LODGE'S and/or DOES' employ or who were terminated.

140. Aggrieved Employees who ended their employment with GREAT WOLF LODGE and/or DOES during the last year were entitled to be promptly paid all lawful compensation, and other premiums, as required by *California Labor Code* sections 201 through 203.

141. At all relevant times, *California Labor Code* sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable no later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' 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.

142. During the relevant time period, GREAT WOLF LODGE and/or DOES intentionally and willfully fail to pay the Aggrieved Employees who are no longer employed by GREAT WOLF LODGE and/or DOES their wages, that were earned and unpaid, within seventy-two (72) hours of their leaving GREAT WOLF LODGE'S and/or DOES' employ.

143. As outlined above, GREAT WOLF LODGE and/or DOES have a continuous policy of not paying Ms. Fritts and similarly Aggrieved Employees for all hours worked by requiring employees to work before clocking in, after clocking out, and during meal periods. Ms. Fritts and the Aggrieved Employees are not paid for this time. As such, Defendant and/or DOES fail to pay Plaintiff and Aggrieved Employees all wages owed at the time of their termination.

1 144. Moreover, Plaintiff and Aggrieved Employees are informed and believe and thereon allege
2 that Defendant and/or DOES failed to pay all meal and rest period premium wages owed to
3 Plaintiff and Aggrieved Employees at the time of their termination.

4 145. GREAT WOLF LODGE'S and/or DOES' failure to pay the Aggrieved Employees who are no
5 longer employed by GREAT WOLF LODGE and/or DOES their wages, that were earned and
6 unpaid, within seventy-two (72) hours of their leaving GREAT WOLF LODGE'S and/or
7 DOES' employ, is in violation of *California Labor Code* sections 201 and 202.

8 146. *California Labor Code* section 203 provides that when an employer willfully fails to pay wages
9 owed, in accordance with *California Labor Code* sections 201 and 202, the wages of the
10 employee shall continue as a penalty from the due date thereof at the same rate until paid or
11 until and action is commenced; but the wages shall not continue for more than thirty (30) days.

12 147. GREAT WOLF LODGE and/or DOES fail to pay employees their final wages in accordance
13 with *California Labor Code* sections 201 and 202 because GREAT WOLF LODGE and/or
14 DOES pay employees their final wages on the next regularly scheduled pay date.

15 148. Plaintiff, as a non-exempt employee who GREAT WOLF LODGE and/or DOES fail to pay
16 all wages, failed to provide a minimum statutory first and/or second meal periods, and failed
17 to provide paid net ten (10) minute rest periods, is an Aggrieved Employee with standing to
18 bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative
19 of the general public to enforce California's labor laws, and the penalty provisions identified
20 in *California Labor Code* section 2699.5.

21 149. Plaintiff, as a representative of the people of the State of California, seeks all penalties
22 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
23 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
24 that section 2699.3(a) applies to any alleged violation of the following provisions: sections 201
25 through 203.

26 150. These claims are on behalf of Plaintiff and all non-exempt hourly employees employed by
27 Defendant and/or DOES in California.

28 151. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on

1 behalf of herself and the other Aggrieved Employees, seeks recovery of applicable civil
2 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
3 initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars
4 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per
5 *California Labor Code* section 2699(f)(2).

6 152. In the alternative, Plaintiff, as an aggrieved employee, on behalf of herself and other Aggrieved
7 Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations
8 pursuant to this chapter or any provisions regulating hours and days of the week of the
9 Industrial Welfare Commission under *California Labor Code* section 558(a)(1) and 558(a)(2).

10 **SEVENTH CAUSE OF ACTION AGAINST GREAT WOLF LODGE AND/OR DOES:**

11 **Violation of the Private Attorneys General Act of 2004 (PAGA) for Failing to Reimburse**
12 **Employees for Business Expenses (California Labor Code §2698 et. seq.)**

13 153. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
14 as if fully plead.

15 154. California Labor Code section 2802 provides: “An employer shall indemnify his or her
16 employees for all necessary expenditures or losses incurred by the employee in direct
17 consequence of the discharge of his or her duties, or of his or her obedience to the directions
18 of the employer...[which includes] all reasonable costs, including, but not limited to, attorneys’
19 fees incurred by the employee enforcing the rights granted by this section.”

20 155. Under *California Labor Code* section 221, “[i]t shall be unlawful for any employer to collect
21 or receive from an employee any part of wages theretofore paid by said employer to said
22 employee.”

23 156. Plaintiff and Aggrieved Employees incurred expenses in the discharge of their duties without
24 receiving reimbursement from Defendant and/or DOES.

25 157. Defendant and/or DOES require Plaintiff and Aggrieved Employees to use their personal cell
26 phones for work purposes. Defendant and/or DOES require Plaintiff and Aggrieved Employees
27 to clock in and out for their shifts on their personal cell phones. In addition, Defendant and/or
28 DOES call and/or texts Plaintiff and Aggrieved Employees on their personal cell phones for

work related purposes. Yet, GREAT WOLF LODGE and/or DOES fail to reimburse employees for this expense.

158. *California Labor Code* section 2802(a) entitles Plaintiff and the Aggrieved Employees to reimbursement for said necessary expenditures, plus interest and expenses.

159. These claims are for Plaintiff and all similarly aggrieved hourly, non-exempt employees who worked for Defendant and/or DOES in California.

160. Plaintiff, as a non-exempt employee who incurred business expenses which Defendant and/or DOES failed to reimburse, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *Labor Code* section 2699.5 for violations of *Labor Code* section 2802.

161. Pursuant to *Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per *Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per *Labor Code* section 2699(f)(2).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other Aggrieved Employees, prays for relief and judgment against Defendant GREAT WOLF LODGE and/or DOES, jointly and severally, as follows:

- A. For penalties as provided under *California Labor Code* sections 558(a)(1) and 558(a)(2).
- B. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to provide compensation at the regular and overtime rate for all time worked;
- C. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section 2699, et. seq. for failure to provide compliant meal periods;
- D. For all statutory penalties for each pay period during which an employee was underpaid due to failure to provide compliant meal periods;

- 1 E. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
2 2699, et. seq. for failure to provide all rest periods;
- 3 F. For all statutory penalties provided under *California Labor Code* for each pay period during
4 which an employee was underpaid due to failure to provide paid rest periods;
- 5 G. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
6 2699, et. seq. for failure to provide accurate, itemized wage statements;
- 7 H. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
8 2699, et. seq. for failure to timely pay wages at separation;
- 9 I. For penalties as provided, per each violation, by the PAGA, *Labor Code* section 2699, et. seq.
10 for failure to reimburse business expenses; and
- 11 J. For reasonable attorneys' fees and costs under the PAGA, *California Labor Code* section
12 2699(g)(1).

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff demands a jury trial as to liability.

15
16 **MARA LAW FIRM, PC**

17 Date: July 9, 2025

Signed: 

David Mara, Esq.

Jill Vecchi, Esq.

Attorneys for Plaintiff JULIE FRITTS, on
behalf of herself and all others similarly
situated, and on behalf of the general public