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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By A. Gidron, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

CRISTIAN CRUZ, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

STAR & CRESCENT BOAT CO., a
corporation; and DOES 1 through 100, inclusive,

Defendants.

Case No. 25CU029244C

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. FAILURE TO PAY OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- 2. MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 1198);**
- 3. REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 1198);**
- 4. WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- 5. WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- 6. UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*); and**
- 7. PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Cristian Cruz (“Plaintiff”), on behalf of himself and all others similarly situated,
2 and as a private attorney general on behalf of the State of California and other aggrieved
3 employees, brings this Class and Representative Action Complaint against Star & Crescent Boat
4 Co. and Does 1 through 100, inclusive (collectively, “Defendants”), and on information and belief
5 alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of himself and all others similarly situated, and as a private
8 attorney general on behalf of the State of California and other aggrieved employees, brings this
9 class and representative action for recovery of unpaid wages and penalties under California
10 Business and Professions Code section 17200, *et. seq.*; Labor Code §§ 201-204, 226, 226.7, 510,
11 512, 516, 558, 1194, 1198, 2698 *et seq.*; and Industrial Welfare Commission Wage Order No. 9
12 (“Wage Order 9”), in addition to seeking declaratory relief and restitution. This class action is
13 brought pursuant to Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’
14 Labor Code violations as the amount in controversy exceeds this Court’s jurisdictional minimum.

15 **VENUE**

16 2. Venue is proper in this judicial district pursuant to California Code of Civil
17 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
18 occurred in San Diego County. Defendants’ “nerve center” is in Coronado, California, and
19 Defendants otherwise own, maintain offices, transact business, have an agent or agents within
20 San Diego County, and/or otherwise are found within San Diego County, and Defendants are
21 within the jurisdiction of this Court for purposes of service of process.

22 **PARTIES**

23 3. Plaintiff is over the age of eighteen (18). At all relevant times, Plaintiff was, and
24 is, a California resident. Within the statute of limitations periods applicable to each cause of action
25 pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and
26 is, a victim of Defendants’ policies and/or practices complained of herein, lost money and/or
27 property, and has been deprived of the rights guaranteed by California Labor Code §§ 201-204,
28 226, 226.7, 510, 512, 516, 558, 1194, 1198, 2698 *et seq.*; Business & Professions Code § 17200,

1 *et seq.* (Unfair Competition), and Wage Order 9, which sets employment standards for the
2 transportation industry, which includes cruise boats and ferries.

3 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
4 years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do)
5 business as a local cruise boat and ferry operator, offering private chartered cruises and ferry rides
6 in San Diego County, California, and that they employed Plaintiff and other similarly situated
7 non-exempt employees within San Diego County and the State of California.

8 5. Plaintiff does not know the true names or capacities, whether individual, partner,
9 or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said
10 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
11 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed
12 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,
13 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
14 and proximately caused Plaintiff and the Classes (as defined in Paragraph 19) to be subject to the
15 unlawful employment practices, wrongs, injuries, and damages complained of herein.

16 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
17 mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

18 7. At all times herein mentioned, each of said Defendants participated in the acts
19 herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and
20 each of them, were the agents, servants, and employees of each of the other Defendants, as well
21 as the agents of all Defendants, and at all times herein mentioned were acting within the course
22 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
23 and/or otherwise ratified each of the acts or omissions alleged herein.

24 8. At all times mentioned herein, Defendants, and each of them, were members of
25 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
26 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
27 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
28 Members (as defined in Paragraph 19).

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10. During his employment with Defendants, Plaintiff worked more than 8.0 hours in a workday and/or over 40.0 hours in a workweek, but Defendants failed to pay Plaintiff's overtime or double-time wages at 1.5 times or 2 times his "regular rate" of pay. Specifically, in addition to his hourly wages, Plaintiff earned additional non-discretionary compensation and/or other forms of compensation that cannot be excluded from the regular rate (these forms of pay shall be referred to herein collectively as "Incentive Pay"), but Defendants fail to incorporate Incentive Pay into the regular rate when calculating overtime compensation, resulting in underpaid overtime wages. For example, Plaintiff earned additional wages that were labeled "Gratuities" on his wage statement. However, these payments were not traditional gratuities or tips; rather, they represented a percentage of the food and liquor sales sold at events, which were distributed to Plaintiff and other employees based on a pre-set formula. Each day, Defendants would have all employees sign a sign-in sheet so that Defendants would know who was working that day so they could distribute "Gratuities" to those employees.

11. Defendants failed to incorporate the value of Gratuities or other Incentive Pay in employees' "regular rate" when calculating overtime wages. For example, in the pay period of July 15-28, 2024, Plaintiff's wage statement reflects that he worked 9.48 overtime hours and 0.1 double-time hours, and also earned \$318.08 in "Gratuities," but his overtime and double-time wages were paid at \$25.275 and \$33.70 per hour, respectively, which were 1.5 times and 2 times Plaintiff's *base* rate of pay of \$16.85, rather than 1.5 times or 2 times his "regular rate" of pay. As another example, in the pay period of October 21 to November 3, 2024, Plaintiff's wage statement reflects that he worked some overtime and also earned \$193.39 in "Gratuities." However, Defendants paid Plaintiff's overtime wages at \$25.275 per hour, which was 1.5 times

1 his *base* hourly rate of \$16.85, not 1.5 times his “regular rate” of pay. On information and belief,
2 Defendants have likewise underpaid overtime wages to their other non-exempt employees during
3 the putative class period by failing to incorporate the value of Incentive Pay into the regular rate.

4 12. Defendants have also failed to provide meal periods to Plaintiff and other non-
5 exempt employees as required under California law. Specifically, Plaintiff was not relieved for a
6 30-minute meal period on his shifts, and, at the direction of management, he did not clock out for
7 meal periods. Management told Plaintiff that he did not receive meal periods since he had
8 supposedly signed a “waiver” of his meal periods. However, Plaintiff does not recall signing any
9 such waiver, and regardless, any such waiver would be invalid as Plaintiff’s and other employees’
10 shifts were generally more than 6 hours long and therefore their meal periods were not subject to
11 waiver. Nor did the “nature of [Plaintiff] work” prevent him from taking off-duty meal periods;
12 rather, Plaintiff and other employees were prevented from taking meal periods due to Defendants’
13 failure to properly staff events and/or failure to make any other efforts to provide legally
14 compliant meal periods to their employees.

15 13. Defendants would often provide food for Plaintiff and other employees, but these
16 meals were frequently provided after more than 5 hours of work, they were not for 30 minutes,
17 and they were not off-duty. Plaintiff and other employees were restricted to the kitchen when
18 eating these meals, and Plaintiff would often be interrupted by management with questions about
19 his tables and other work-related issues, and would often be grabbed to help with guests.

20 14. Despite failing to provide Plaintiff and other non-exempt employees with legally
21 compliant meal periods, Defendants have failed to pay the meal period premiums required by
22 Labor Code § 226.7. Upon information and belief, during at least a portion of the putative class
23 period, Defendants have maintained no payroll code or other mechanism for paying meal period
24 premiums when Defendants failed to provide a legally compliant meal period.

25 15. Defendants have also failed to authorize and permit compliant rest periods to
26 Plaintiff and other non-exempt employees. As with meal periods, Defendants told Plaintiff that
27 he was not entitled to 10-minute rest periods because he had supposedly “waived” them.
28 However, Plaintiff does not recall signing any such waiver, and regardless, rest periods are not

1 subject to waiver under Wage Order 9. Despite failing to authorize and permit legally compliant
2 rest periods to Plaintiff and other non-exempt employees, Defendants have failed to pay the rest
3 period premiums required by Labor Code § 226.7. Upon information and belief, during at least a
4 portion of the putative class period, Defendants have maintained no payroll code or other
5 mechanism for paying rest period premiums when Defendants failed to authorize and permit a
6 legally compliant rest period.

7 16. As a result of Defendants' unlawful practices described above, Defendants have
8 maintained inaccurate time and payroll records, and have issued inaccurate wage statements to
9 Plaintiff and other non-exempt employees.

10 17. As a further result of Defendants' unlawful practices described above, Defendants
11 have failed to timely pay all owed final wages to Plaintiff and other former employees at the
12 termination of their employment.

13 18. On information and belief, Defendants have engaged in the above unlawful
14 practices throughout the putative class period and continuing to the present.

15 **CLASS ACTION ALLEGATIONS**

16 19. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
17 following Classes pursuant to California Code of Civil Procedure § 382:

18 a. The Overtime Class consists of all of Defendants' current and former non-exempt
19 employees in California who worked more than 8.0 hours in a workday and/or over 40.0
20 hours in a workweek, and who earned Incentive Pay in a corresponding time period, at any
21 time from four years prior to the filing of this action through the present.

22 b. The Meal Period Class consists of all of Defendants' current and former non-
23 exempt employees in California who worked at least one shift in excess of 5.0 hours, at
24 any time from four years prior to the filing of this action through the present.

25 c. The Rest Period Class consists of all of Defendants' current and former non-
26 exempt employees in California who worked at least one shift of 3.5 hours or more, at any
27 time from four years prior to the filing of this action through the present.

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d. The Wage Statement Class consists of all members of the Overtime Class, Meal Period Class, and/or Rest Period Class who received a wage statement from Defendants at any time from one year prior to the filing of this action through the present.

e. The Waiting Time Class consists of all members of Overtime Class, Meal Period Class, and/or Rest Period Class whose employment with Defendants ended at any time from three years prior to the filing of this action through the present.

20. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and impracticable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via Defendants' employment records.

21. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

- i. Whether Defendants' timekeeping and payroll practices violate the applicable Labor Code provisions including, but not limited to, §§ 510 and 1194 by requiring overtime work and not paying the Overtime Class for said work according to California's overtime laws;
- ii. Whether Defendants provided legally compliant meal periods to members of the Meal Period Class;
- iii. Whether Defendants authorized and permitted legally compliant rest periods to members of the Rest Period Class;
- iv. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- v. Whether Defendants timely paid all final wages to members of the Waiting Time Class.

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1 22. **Predominance of Common Questions:** Common questions of law and fact
2 predominate over questions that affect only individual members of the Classes. The common
3 questions of law set forth above are numerous and substantial and stem from Defendants' policies
4 and/or practices applicable to each individual class member, such as Defendants' overtime, wage
5 statement, meal period, and rest period policies/practices. As such, the common questions
6 predominate over individual questions concerning each individual class member's showing as to
7 his or her eligibility for recovery or as to the amount of his or her damages.

8 23. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
9 Plaintiff was employed by Defendants as a non-exempt employee in California during the
10 statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As
11 alleged herein, Plaintiff, like the members of the Classes, was not paid all earned overtime wages;
12 was subject to Defendants' uniform meal and rest period policies/practices; was furnished with
13 inaccurate wage statements; and was not paid all of his final wages at termination of employment.

14 24. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary
15 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
16 Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of
17 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class
18 actions in state and federal courts in the past and are committed to vigorously prosecuting this
19 action on behalf of the members of the Classes.

20 25. **Superiority:** The California Labor Code is broadly remedial in nature and serves
21 an important public interest in establishing minimum working conditions and standards in
22 California. These laws and labor standards protect the average working employee from
23 exploitation by employers who have the responsibility to follow the laws and who may seek to
24 take advantage of superior economic and bargaining power in setting onerous terms and
25 conditions of employment. The nature of this action and the format of laws available to Plaintiff
26 and members of the Classes make the class action format a particularly efficient and appropriate
27 procedure to redress the violations alleged herein. If each employee were required to file an
28 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able

1 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
2 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue
3 an individual remedy would discourage the assertion of lawful claims by employees who would
4 be disinclined to file an action against their former and/or current employer for real and justifiable
5 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the
6 prosecution of separate actions by individual class members would create a substantial risk of
7 inconsistent or varying verdicts or adjudications with respect to the individual class members
8 against Defendants herein; and which would establish potentially incompatible standards of
9 conduct for Defendants. Further, the claims of the individual members of the Classes are not
10 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant
11 costs and expenses attending thereto. As such, the Classes identified in Paragraph 19 are
12 maintainable under California Code of Civil Procedure § 382.

13 **FIRST CAUSE OF ACTION**

14 **FAILURE TO PAY OVERTIME WAGES**

15 **(AGAINST ALL DEFENDANTS)**

16 26. Plaintiff re-alleges and incorporates by reference all prior paragraphs.

17 27. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
18 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
19 overtime hours worked, and which provide a private right of action for the failure to pay all
20 overtime compensation for overtime work performed.

21 28. At all times relevant herein, Defendants were required to properly compensate
22 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
23 Labor Code § 1194 and Wage Order 9. Wage Order 9, § 3 requires an employer to pay an
24 employee “one and one-half (1½) times the employee’s regular rate of pay” for work in excess of
25 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours on
26 the seventh consecutive workday in a workweek. Wage Order 9, § 3 also requires an employer to
27 pay an employee double the employee’s regular rate of pay for work in excess of 12 hours in a
28 workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek.

1 As alleged herein, Defendants caused Plaintiff and Overtime Class members to work overtime
2 and double-time hours but did not compensate them at one and one-half times (or two times) their
3 regular rate of pay for such hours.

4 29. The foregoing policies and practices are unlawful and create entitlement to
5 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
6 premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of
7 suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of
8 Civil Procedure § 1021.5.

9 **SECOND CAUSE OF ACTION**

10 **MEAL PERIOD VIOLATIONS**

11 **(AGAINST ALL DEFENDANTS)**

12 30. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

13 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 failed in their affirmative obligation to provide all their non-exempt employees, including
15 Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with
16 the mandates of the California Labor Code and Wage Order 9, for the reasons set forth in this
17 Complaint.

18 32. As a result, Defendants owe premium compensation for meal period violations,
19 including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 9, Labor
20 Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

21 **THIRD CAUSE OF ACTION**

22 **REST PERIOD VIOLATIONS**

23 **(AGAINST ALL DEFENDANTS)**

24 33. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25 34. Labor Code §§ 226.7 and 516, and Wage Order 9 establish the right of employees
26 to be authorized and permitted a rest period of at least ten (10) minutes for each four (4) hour
27 period worked, or major fraction thereof.

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35. As alleged herein, Defendants have failed to authorize and permit Plaintiff and Rest Period Class members to take their legally entitled rest periods. Defendants have also failed to compensate Plaintiff and Rest Period Class members with a rest period premium for each workday they were not authorized and permitted all rest periods to which they were entitled.

36. The foregoing violations create an entitlement to recovery by Plaintiff and Rest Period Class members in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, § 1 of the California Constitution.

FOURTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(AGAINST ALL DEFENDANTS)

37. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

38. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that included, among other requirements, all wages earned, including but not limited to all overtime wages and all meal and rest period wages earned; all hourly rates in effect during the pay period; and other requirements of § 226(a).

39. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in injury, as said failures led to, among other things, the non-payment of all their wages and meal and rest period premium wages, and deprived them of the information necessary to identify and reconcile the discrepancies in Defendants' reported data.

40. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs of suit, pursuant to Labor Code §§ 226 and 226.3.

1 **FIFTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(AGAINST ALL DEFENDANTS)**

4 41. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 42. This cause of action is brought pursuant to Labor Code §§ 201-202, which require
6 an employer to pay all wages immediately at the time of separation of employment in the event
7 the employer discharges the employee, or the employee provides at least 72 hours of notice of
8 their intent to quit. In the event the employee provides less than 72 hours of notice of their intent
9 to quit, said employee's wages become due and payable not later than 72 hours upon said
10 employee's last date of employment.

11 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
13 at their separation from employment, including (but not limited to) unpaid overtime wages and
14 unpaid meal and rest period premium wages.

15 44. Further, Plaintiff is informed and believes, and based thereon alleges, that as a
16 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members
17 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
18 to the requirements of Labor Code §§ 201-202.

19 45. Defendants' failure to pay all final wages was willful within the meaning of Labor
20 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
21 Time Class their earned wages upon separation from employment results in a continued payment
22 of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the
23 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable
24 attorneys' fees and costs of suit.

25 **SIXTH CAUSE OF ACTION**

26 **UNFAIR COMPETITION**

27 **(AGAINST ALL DEFENDANTS)**

28 46. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

1 47. Defendants have engaged, and continue to engage, in unfair and/or unlawful
2 business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay
3 Plaintiff and the Classes all overtime wages due, failing to provide meal periods or pay meal
4 period premium wages, failure to authorize and permit rest periods or pay rest period premium
5 wages, failing to furnish accurate and complete itemized wage statements, and failing to pay all
6 earned wages at termination of employment.

7 48. Defendants' utilization of these unfair and/or unlawful business practices has
8 deprived Plaintiff and members of the Classes of compensation to which they are legally entitled,
9 constitutes unfair and/or unlawful competition, and provides an unfair advantage over
10 Defendants' competitors who have been and/or are currently employing workers and attempting
11 to do so in honest compliance with applicable wage and hour laws.

12 49. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
13 herein, Plaintiff, for himself and on behalf of the members of the Classes, seeks full restitution of
14 monies as necessary and according to proof, to restore all monies withheld, acquired, and/or
15 converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

16 50. The acts complained of herein occurred within the four years immediately
17 preceding the filing of this action.

18 51. Plaintiff was compelled to retain the services of counsel to file this court action to
19 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
20 of Defendants' current non-exempt employees, and to enforce important rights affecting the
21 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
22 which he is entitled to recover under Code of Civil Procedure § 1021.5.

23 **SEVENTH CAUSE OF ACTION**

24 **PRIVATE ATTORNEYS GENERAL ACT**

25 **(AGAINST ALL DEFENDANTS)**

26 52. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27 53. Defendants have committed several Labor Code violations against Plaintiff and
28 other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor

Code § 2698 *et seq.* Plaintiff, acting on behalf of himself, the State of California, and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof, as well as for injunctive relief, as provided under the Private Attorneys General Act, based on the following violations:

- a. Failing to pay Plaintiff and other aggrieved employees all overtime and/or double-time compensation earned, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to provide Plaintiff and other aggrieved employees with all legally required meal periods, and failing to pay meal period premiums, in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- c. Failing to authorize and permit all legally required rest periods to Plaintiff and other aggrieved employees, and failing to pay rest period premiums, in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- d. Failing to furnish Plaintiff and other aggrieved employees with accurate and complete itemized wage statements, in violation Labor Code § 226;
- e. Failing to timely pay all final wages to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 201-202;
- f. Failing to maintain accurate records of, *inter alia*, meal periods taken by Plaintiff and other aggrieved employees, and other records regarding Plaintiff and other aggrieved employees, in violation of Labor Code §§ 1174, 1198, and 1199.

54. On or about May 21, 2025, Plaintiff notified Defendant Star & Crescent Boat Co. via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in paragraph 53 (a)-(f) above. Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, Plaintiff has exhausted his

administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

55. As noted in Plaintiff's PAGA notice letter, the "aggrieved employees" whom Plaintiff seeks to represent in his PAGA action are all of Defendants' current and former non-exempt employees who have worked for Defendants in California at any time from one year prior to the date of Plaintiff's PAGA notice letter through the date that judgment is entered in Plaintiff's PAGA action or any alternative date agreed upon by the parties and/or approved by the Court.

56. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants and to seek injunctive relief under the PAGA. Plaintiff has thereby incurred attorneys' fees and costs, which he is entitled to recover under Labor Code § 2699(k).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 226.7, 512, 558, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226.7, 516, 558, and 1198;
7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.*;
8. Upon the Fifth Cause of Action, for waiting time penalties pursuant to Labor Code §§ 201-203;

1 9. Upon the Sixth Cause of Action, for restitution to Plaintiff and members of the
2 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
3 practices declared by this Court to be in violation of Bus. & Prof Code § 17200, *et seq.*;

4 10. Upon the Seventh Cause of Action, for any and all civil penalties available to
5 Plaintiff, the State of California, and other aggrieved employees under the Private Attorneys
6 General Act, as well as injunctive relief under the Private Attorneys General Act prohibiting
7 Defendants from engaging in the unlawful conduct alleged herein;

8 11. Prejudgment interest on all due and unpaid wages and other damages pursuant to
9 Cal. Labor Code §§ 218.6, 1194(a); Civil Code § 3287; and Art. XV, § 1 of the California
10 Constitution;

11 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
12 226(e), 1194 *et seq.*, Code of Civil Procedure § 1021.5, and all other applicable statutes; and

13 13. For such other and further relief the Court may deem just and proper.
14

15 Date: July 28, 2025

MARQUEE LAW GROUP, APC

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18 Tuvia Korobkin
19 Attorneys for Plaintiff

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21 **DEMAND FOR JURY TRIAL**

22 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

23 Date: July 28, 2025

MARQUEE LAW GROUP, APC

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26 Tuvia Korobkin
27 Attorneys for Plaintiff
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