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on behalf of himself and all others similarly situated

FILED
Superior Court of California
County of Los Angeles
07/21/2025

David W. Stryba, Executive Officer / Clerk of Court
By: M. Arellanes Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CONNOR JEROME O'BRIEN, an individual,
on behalf of himself and others similarly
situated,

Plaintiff,

vs.

BLUESTAR RESORT & GOLF LLC, a
Delaware limited liability company, BLUE
STAR RESORT & GOLF, a business entity of
unknown form; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 25STCV14623

CLASS ACTION

Assigned for All Purposes To:
Hon. David S. Cunningham III
Dept.: SS11

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. Failure to Pay Minimum Wages and for All Hours Worked;
2. Failure to Pay Wages and Overtime under Labor Code § 510;
3. Meal Period Liability, Labor Code § 226.7;
4. Rest-Break Liability, Labor Code § 226.7;
5. Violation of Labor Code § 226(a);
6. Violation of Labor Code § 221;
7. Violation of Labor Code § 204;
8. Violation of Labor Code § 203;
9. Failure to Pay Split-Shift Premiums;
10. Failure to Maintain Records Required under Labor Code §§ 1174, 1174.5;
11. Failure to Reimburse Necessary Business Expenses Under Labor Code § 2802;
12. Violation of Business & Professions Code § 17200 *et seq.*; and
13. Penalties under PAGA Labor Code § 2698.

DEMAND FOR JURY TRIAL

Original Complaint Filed: May 16, 2025
Trial Date: None Set

1 Plaintiff CONNOR JEROME O'BRIEN (hereinafter "Plaintiff"), on behalf of himself
2 and all other similarly situated non-exempt, hourly workers employed by Defendants in
3 California (collectively, "Employees"; individually, "Employee"), complains of Defendants, and
4 each of them, as follows:

5 **INTRODUCTION**

6 1. Plaintiff brings this action on behalf of himself and all current and former
7 Employees within the State of California who, at any time four years prior to the filing of this
8 lawsuit, are or were employed as non-exempt, hourly employees by Defendants BLUESTAR
9 RESORT & GOLF LLC, a Delaware limited liability company, BLUE STAR RESORT & GOLF,
10 a business entity of unknown form; and DOES 1 through 50 (all defendants being collectively
11 referred to herein as "Defendants"). Plaintiff alleges that Defendants violated various provisions of
12 the California Labor Code, relevant orders of the Industrial Welfare Commission (IWC), and
13 California Business & Professions Code, and seeks redress for these violations.

14 2. Plaintiff is a resident of California, and during the time period relevant to this
15 Complaint, worked as a non-exempt, hourly employee within the State of California at
16 Defendants' facilities and offices in California. Plaintiff and the other Class members worked for
17 Defendants in Los Angeles County, and in other nonexempt positions, throughout California
18 and, and consistently worked at Defendants' behest without being paid all wages due. More
19 specifically, Plaintiff and the other similarly situated Class members were employed by
20 Defendants and worked at Defendants' offices and other facilities where the conduct giving rise
21 to the allegations in this Class Action Complaint occurred. Upon information and belief, Plaintiff
22 was employed by Defendants and (1) shared similar job duties and responsibilities, (2) was
23 subjected to the same policies and practices, and (3) endured similar violations at the hands of
24 Defendants as the other Employee Class members who served in similar and related positions.

25 3. Defendants required Plaintiff and the Employees in the Class to perform work
26 while remaining under Defendants' control before and after being on the clock for their daily
27 work shift. Defendants further failed to accurately record time worked by Plaintiff and Employee
28 Class members by rounding hours worked to reflect scheduled shift start and end times as

1 opposed to actual hours worked. Defendants also had a uniform policy and practice of requiring
2 Employees to record meal breaks before the fifth hour of work regardless of whether Employees
3 took a meal period after the fifth hour or did not receive a meal period. Defendants thus failed to
4 pay Plaintiff and the Class members for all hours worked and provided them with inaccurate
5 wage statements that prevented Plaintiff and the Class from learning of these unlawful pay
6 practices. Defendants required Plaintiff and Class Members to report to work twice per day for
7 two separate shifts without paying a split-shift premium. Defendants also failed to provide
8 Plaintiff and the Class with lawful meal and rest periods, as employees were not provided with
9 the opportunity to take timely, uninterrupted, and duty-free meal and rest periods as required by
10 the Labor Code.

11 **THE PARTIES**

12 **A. The Plaintiff**

13 4. Plaintiff CONNOR JEROME O'BRIEN has resided in California and during the
14 time period relevant to this Complaint was employed by Defendants as a non-exempt hourly
15 employee within the State of California.

16 **B. The Defendants**

17 5. Defendant BLUESTAR RESORT & GOLF LLC, ("BlueStar") is a Delaware
18 limited liability company with its principle executive offices in Los Angeles, California, as set
19 forth in the Statement of Information on file with the California Secretary of State. Moreover,
20 Bluestar Resort & Golf is listed as the employer on Plaintiff's paystubs during the relevant time
21 period. Upon information and belief, Bluestar employs Plaintiff and the Class members at
22 Defendants' offices and facilities in Los Angeles, California, and throughout California and
23 conducts business throughout California.

24 6. BLUE STAR RESORT & GOLF, is a business entity of unknown form, its
25 principle executive offices in Scottsdale, Arizona and has been listed as the employer on
26 Plaintiff's paystubs during the relevant time period. BLUE STAR RESORT & GOLF does not
27 list a California address with the California Secretary of State, but upon information and belief,
28 employs Plaintiff and the Employees in Los Angeles County, including at Defendants' offices

1 and facilities in Los Angeles, California, and throughout California and conducts business
2 throughout California.

3 7. The true names and capacities, whether individual, corporate, associate, or
4 whatever else, of the Defendants sued herein as Does 1 through 50, inclusive, are currently
5 unknown to Plaintiff, who therefore sues these Defendants by such fictitious names under Code
6 of Civil Procedure § 474. Plaintiff is informed and believes and thereon alleges that Defendants
7 designated herein as Does 1 through 50, inclusive, and each of them, are legally responsible in
8 some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend
9 this Complaint to reflect the true names and capacities of the Defendants designated herein as
10 Does 1 through 50 when their identities become known.

11 8. Plaintiff is informed and believes and thereon alleges that each Defendant acted in
12 all respects pertinent to this action as the agent of the other Defendants, that Defendants carried
13 out a joint scheme, business plan, or policy in all respects pertinent hereto, and that the acts of
14 each Defendant are legally attributable to the other Defendants. Furthermore, Defendants acted
15 in all respects as the employers or joint employers of Employees. Defendants, and each of them,
16 exercised control over the wages, hours or working conditions of Employees, or suffered or
17 permitted Employees to work, or engaged, thereby creating a common law employment
18 relationship, with Employees. Therefore, Defendants, and each of them, employed or jointly
19 employed Employees.

20 **JURISDICTION AND VENUE**

21 9. This Court has jurisdiction over this Action pursuant to California Code of Civil
22 Procedure § 410.10 and California Business & Professions Code § 17203. This Action is brought
23 as a Class Action on behalf of similarly situated Employees of Defendants pursuant to California
24 Code of Civil Procedure § 382. Venue as to Defendants is also proper in this judicial district
25 pursuant to California Code of Civil Procedure § 395 *et seq.* Upon information and belief, the
26 obligations and liabilities giving rise to this lawsuit occurred at least in part in Los Angeles
27 County and Defendants maintain and operate company offices and facilities in Los Angeles
28 County, and employ Plaintiff and other Class members in Los Angeles County and throughout

1 California.

2 **FACTUAL BACKGROUND**

3 10. The Employees who comprise the Class, including Plaintiff, are non-exempt
4 employees of Defendants pursuant to the applicable Wage Order of the Industrial Welfare
5 Commission (“IWC”).

6 11. Defendants hire Employees who work in nonexempt positions at the direction of
7 Defendants in the State of California. Plaintiff and the Class members were either not paid by
8 Defendants for all hours worked or were not paid at the appropriate minimum, regular and
9 overtime rates. Specifically, Plaintiff and Employees were not paid for the time that they worked
10 “pre-shift” and “post-shift” without compensation by washing dishes, cooking, and interfacing
11 via telephone and text message with management and customers. Plaintiff also contends that
12 Defendants failed to pay Plaintiff and the Class members all wages due and owing, failed to
13 provide meal and rest breaks, and failed to furnish accurate wage statements, all in violation of
14 various provisions of the California Labor Code and applicable Wage Orders. Moreover,
15 Defendants scheduled all employees and class members on a split shift schedule whereby there
16 was a two-hour gap between the two shifts where the Plaintiff and Class Members were not paid
17 and no split-shift premium was ever paid to the Plaintiff and class members.

18 12. During the course of Plaintiff and the Class members’ employment with
19 Defendants, they were not paid all wages they were owed, including for all work performed and
20 for all overtime hours worked and were forced to work during their meal and rest breaks.
21 Defendants also failed to maintain timekeeping records for Plaintiff that would permit him to
22 discover the nature and extent of Defendants’ unlawful rounding.

23 13. As a matter of uniform Company policy, Plaintiff and the Class members were
24 required to work during their meal and rest breaks which were not compensated by Defendants
25 in violation of the California Labor Code. Plaintiff and the Class members were also not paid
26 regular wages and overtime for the time they were required to comply with other requirements
27 imposed upon them, which they had to complete while working through their meal and rest
28 breaks and without compensation. As a result, Plaintiff and the Class members worked shifts

1 over eight (8) hours in a day and over forty (40) hours in a work week, but they were not paid at
2 the appropriate overtime rate for all such hours, including by being required to perform work
3 duties and tasks without pay and while off-the-clock, and due to Defendants' unlawful
4 rounding. As a result, Plaintiff and the Class members worked substantial overtime hours during
5 their employment with Defendants for which they were not compensated, in violation of the
6 California Labor Code, applicable IWC Wage Orders.

7 14. As a result of the above described unlawful rounding and time shaving, the daily
8 work demands and pressures to work through breaks, and the other wage violations they endured
9 at Defendants' hands, Plaintiff and the Class members were not properly paid for all wages
10 earned and for all wages owed to them by Defendants, including when working more than eight
11 (8) hours in any given day and/or more than forty (40) hours in any given week. As a result of
12 Defendants' unlawful policies and practices, Plaintiff and Class members incurred overtime
13 hours worked for which they were not adequately and completely compensated. To the extent
14 applicable, Defendants also failed to pay Plaintiff and the Class members at an overtime rate of
15 1.5 times the regular rate for the first eight hours of the seventh consecutive work day in a week
16 and overtime payments at the rate of 2 times the regular rate for hours worked over eight (8) on
17 the seventh consecutive work day, as required under the Labor Code, applicable IWC Wage
18 Orders.

19 15. Therefore, from at least four (4) years prior to the filing of this lawsuit and
20 continuing to the present, Defendants had a consistent policy or practice of failing to pay
21 Employees for all hours worked and failing to pay minimum wage for all time worked as
22 required by California Law.

23 16. Additionally from at least four (4) years prior to the filing of this lawsuit and
24 continuing to the present, Defendants had a consistent policy or practice of failing to pay
25 Employees overtime compensation at premium overtime rates for all hours worked in excess of
26 eight (8) hours a day and/or forty (40) hours a week, and double-time rates for all hours worked
27 in excess of twelve (12) hours a day, in violation of Labor Code § 510 and the corresponding
28 sections of IWC Wage Orders.

1 17. Additionally from at least four (4) years prior to the filing of this lawsuit and
2 continuing to the present, Defendants have regularly required Employees to work shifts in excess
3 of five (5) hours without providing them with uninterrupted meal periods of not less than thirty
4 (30) minutes and shifts in excess of ten (10) hours without providing them with second meal
5 periods of not less than thirty minutes; nor did Defendants pay Employees “premium pay,” i.e.
6 one hour of wages at each Employee’s effective regular rate of pay, for each meal period that
7 Defendants failed to provide or deficiently provided. Also, what meal periods Plaintiff and Class
8 Members did take, were consistently less than 30 minutes, taken well after their fifth consecutive
9 hour of work, and were on-duty due to Defendants’ policy and practice requiring Class Members
10 to take their “meal period” between the two shifts assigned to them by the Defendants, which
11 was uncompensated split-shift premiums, all in violation of Labor Code and applicable Wage
12 Orders.

13 18. From at least four (4) years prior to the filing of this lawsuit and continuing to the
14 present, Defendants have consistently failed to provide Employees with paid rest breaks of not
15 less than ten (10) minutes for every work period of four (4) or more consecutive hours; nor did
16 Defendant pay Employees premium pay for each day on which requisite rest breaks were not
17 provided or were deficiently provided at one hour of wages at each Employee’s effective regular
18 rate of pay, for each rest period that Defendants failed to provide or deficiently provided.

19 19. Additionally, from at least four (4) years prior to the filing of this lawsuit, and
20 continuing to the present, Defendants have consistently failed to provide Employees with timely,
21 accurate, and itemized wage statements as required by California wage-and-hour laws.
22 Specifically, the wage statements given to Employees by Defendants failed to accurately account
23 for wages, overtime, and premium pay for deficient meal periods and rest breaks all of which
24 Defendants knew or reasonably should have known were owed to Employees, as alleged
25 hereinabove. The wage statements provided to Employees were confusing and required
26 Employees to engage in discovery and refer to outside sources to verify whether their pay was
27 correct, potentially resulting in a miscalculation by the Employees.

28 20. Additionally, from at least four (4) years prior to the filing of this lawsuit, and

1 continuing to the present, Defendants have consistently failed to provide Employees with timely,
2 accurate, and itemized wage statements, in writing, as required by California wage-and-hour
3 laws.

4 21. From at least four (4) years prior to the filing of this lawsuit and continuing to the
5 present, Defendants have failed to reimburse Employees for expenses necessarily incurred in the
6 performance of their job duties for Defendants including, but not limited to, the cost of cellphone
7 usage for work -related activities such as the requirement of downloading the ADP app, text and
8 calling coworkers and supervisors and watching training videos, which were necessary to
9 perform their duties under Defendants' employ in violation of Labor Code § 2802.

10 22. Additionally, from at least three (3) years prior to the filing of this lawsuit, and
11 continuing to the present, Defendants have consistently failed to keep accurate time and wage
12 records as required by California wage-and-hour laws. Defendants intentionally failed to furnish
13 to Plaintiff and the Class members, upon each payment of wages, itemized statements accurately
14 showing: (1) gross wages earned, (2) total hours worked by the employee, (4) all deductions, (5)
15 net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
16 name of the employee and only the last four digits of his or her social security number or an
17 employee identification number other than a social security number, (8) the name and address of
18 the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay
19 period and the corresponding number of hours worked at each hourly rate by the employee
20 pursuant to Labor Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst
21 other statutory requirements. Defendants knowingly and intentionally failed to provide Plaintiff
22 and the Class members with such timely and accurate wage and hour statements. Defendant
23 BlueStar is the company name listed on the plaintiff and class members' wage statements. The
24 Defendants name on the wage statements is "Blue Star Resort & Golf" and "Blue Star Resort"
25 which is not the Defendant's name on the California Secretary of State website. The correct
26 name, according to the California Secretary of State website is Bluestar Resort & Golf LLC.
27 Furthermore, the address listed on the Plaintiff's wage statement of 8800 North Gainey Drive
28 Suite 350, Scottsdale AZ 85258, is not associated with the Defendants and is a violation of Labor

Code § 226. The address that is registered with the California Secretary of State is 655 Brea Canyon Rd, Walnut, CA 91789.

23. Additionally, from at least four (4) years prior to filing this lawsuit and continuing to the present, Defendants have had a consistent policy of failing to pay all wages fur and owed to Employees at the time of their termination or within seventy-two (72) hours of their resignation, as required by California wage-and-hour laws.

24. In light of the foregoing, Employees bring this action pursuant to, inter alia, Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2 1197, 1199, 2698 *et. seq.*, and 2802.

25. Furthermore, pursuant to Business and Professions Code §§ 17200-17208, Plaintiff and the Class members seek injunctive relief, restitution, and disgorgement of all benefits Defendants have enjoyed from their violations of Labor Code and the other unfair, unlawful, or fraudulent practices alleged in this Complaint.

CLASS ALLEGATIONS

26. Plaintiff brings this class action on behalf of himself and all others similarly situated pursuant to Code of Civil Procedure § 382. Plaintiff seeks to represent a Class (or “the Class” or “Class members”) defined as follows: “All individuals employed by Defendants at any time during the period of four (4) years prior to the filing of this lawsuit and ending on a date as determined by the Court (“the Class Period”), and who have been employed as non-exempt, hourly employees within the State of California.” Further, Plaintiff seeks to represent the Subclasses composed of and defined as follows:

a. Subclass 1. Minimum Wages Subclass. All Class members who were not compensated for all hours worked for Defendants at the applicable minimum wage.

b. Subclass 2. Wages and Overtime Subclass. All Class members who were not compensated for all hours worked for Defendants at the required rates of pay, including for all hours worked in excess of eight in a day and/or forty in a week.

c. Subclass 3. Meal Period Subclass. All Class members who were subject to Defendants’ policy and/or practice of failing to provide unpaid 30-minute uninterrupted and

1 duty-free meal periods or one hour of pay at the Employee's regular rate of pay in lieu thereof.

2 d. Subclass 4. Rest Break Subclass. All Class members who were subject to
3 Defendants' policy and/or practice of failing to authorize and permit Employees to take
4 uninterrupted, duty-free, 10-minute rest periods for every four hours worked, or major fraction
5 thereof, and failing to pay one hour of pay at the Employee's regular rate of pay in lieu thereof.

6 e. Subclass 5. Wage Statement Subclass. All Class members who, within the
7 applicable limitations period, were not provided with accurate itemized wage statements.

8 f. Subclass 6. Split-Shift Premium Subclass. All Hourly Employee Class Members,
9 who did not reside at the place of their employment with Defendants and whose work schedules
10 were interrupted by non-paid and non-working time periods, which were longer than bona fide
11 meal or rest periods and were established by Defendants.

12 g. Subclass 7. Unauthorized Deductions from Wages Subclass. All Class members
13 who were subject to Defendants' policy and/or practice of deducting wages earned from their
14 pay, including by requiring off the clock work.

15 h. Subclass 8. Failure to Timely Pay Wages Twice Monthly Subclass. All Class
16 members who were subject to Defendants' policy and practice of not timely paying all wages
17 earned when they were due and payable at least twice monthly.

18 i. Subclass 9. Termination Pay Subclass. All Class members who, within the
19 applicable limitations period, either voluntarily or involuntarily separated from their employment
20 and were subject to Defendants' policy and/or practice of failing to timely pay wages upon
21 termination.

22 j. Subclass 10. Payroll Records Subclass. All Class members who were subject to
23 Defendants' policy and/or practice of failing to keep accurate time and wage records as required
24 by California wage-and-hour laws.

25 k. Subclass 11. Expenses Reimbursement Class: All Class members who, within the
26 applicable limitations period who incurred business expenses during the Relevant Time Period.

27 l. Subclass 12. UCL Subclass. All Class members who are owed restitution as a
28

1 result of Defendants' business acts and practices, to the extent such acts and practices are found
2 to be unlawful, deceptive, and/or unfair.

3 27. Plaintiff reserves the right under California Rule of Court 3.765 to amend or
4 modify the class description with greater particularity or to provide further division into
5 subclasses or limitation to particular issues. To the extent equitable tolling operates to toll claims
6 by the Class against Defendants, the Class Period should be adjusted accordingly.

7 28. Defendants, as a matter of company policy, practice and procedure, and in
8 violation of the applicable Labor Code, Industrial Welfare Commission ("IWC") Wage Order
9 requirements, and the applicable provisions of California law, intentionally, knowingly, and
10 willfully, engaged in a practice whereby Defendants failed to correctly calculate and pay
11 compensation for the time worked by Plaintiff and the other members of the Class, even though
12 Defendants enjoyed the benefit of this work, required Employees to perform this work and
13 permitted or suffered to permit this work. Defendants have uniformly denied these Class
14 members wages to which these employees are entitled, and failed to provide meal periods or
15 authorize and permit rest periods, in order to unfairly cheat the competition and unlawfully
16 profit.

17 29. This action has been brought and may properly be maintained as a class action
18 under the provisions of Code of Civil Procedure § 382 because there is a well-defined
19 community of interest in this litigation and the proposed Class is easily ascertainable from the
20 employment records for Plaintiff and the Class members that Defendants are required to
21 maintain under California law.

22 **A. Numerosity**

23 30. The potential members of the Class as defined are so numerous that joinder of all
24 the Class members is impracticable. While the precise number of Class member has not been
25 determined at this time, Plaintiff is informed and believes that Defendants employ or, during the
26 time period relevant to this lawsuit employed, at least hundreds of Employees who satisfy the
27 Class definition within the State of California. Plaintiff alleges that Defendants' employment
28 records will provide information as to the number and location of all Class members.

B. Commonality

31. There are questions of law and fact common to the Class that predominate over any questions affecting only individual Class members. The common questions are numerous and substantial and flow from Defendants' uniform policies and/or practices of violating the California Labor Code addressed above. As such, these common questions predominate over individual questions concerning each individual Class Member's showing as to his or her eligibility for recovery or as to the amount of damages. These common questions of law and fact include:

- a. Whether Defendants failed to pay Employees minimum wages;
- b. Whether Defendants failed to pay Employees wages for all hours worked;
- c. Whether Defendants failed to pay Employees overtime as required under Labor Code § 510;
- d. Whether Defendants violated Labor Code §§ 226.7 and 512, and the applicable IWC Wage Orders, by failing to provide Employees with requisite meal periods or premium pay in lieu thereof;
- e. Whether Defendants violated Labor Code §§ 226.7, and the applicable IWC Wage Orders, by failing to authorize and permit Employees to take requisite rest breaks or provide premium pay in lieu thereof;
- f. Whether Defendants violated Labor Code § 226(a) by providing Employees with inaccurate wage statements and wage statements that omitted many of the Section 226(a) requirements.
- g. Whether Defendants violated Labor Code § 221;
- h. Whether Defendants violated Labor Code §§ 201, 202, and 203 by failing to pay wages and compensation due and owing at the time of termination of employment;
- i. Whether Defendants' conduct was willful;
- j. Whether Defendants violated Labor Code § 226 and § 1174 and § 1198 and the IWC Wage Orders by failing to maintain accurate records of Class members'

1 earned wages and work periods;

2 k. Whether Defendants violated Labor Code § 1194 by failing to compensate all
3 Employees during the relevant time period for all hours worked, whether regular
4 or overtime;

5 l. Whether Defendants violated Labor Code § 204 by failing to pay Employees all
6 wages earned at least twice monthly;

7 m. Whether Defendants violated California Labor Code §§ 246 and 248.1 by not
8 providing employees with all required sick days and COVID-19 supplemental
9 sick leave;

10 n. Whether Defendants violated Labor Code §§ 1174 and 1174.5;

11 o. Whether Defendants are liable for penalties under Labor Code § 2699, *et seq*;

12 p. Whether Defendants failed to pay employees proper split-shift premiums;

13 q. Whether Defendants violated Business and Professions Code § 17200 *et seq.*; and

14 r. Whether Employees are entitled to equitable relief pursuant to Business and
15 Professions Code § 17200 *et seq.*.

16 **C. Typicality**

17 32. The claims of the named Plaintiff are typical of those of the other Employees. The
18 Employee Class members all sustained injuries and damages arising out of and caused by
19 Defendants' common course of conduct and uniformly applied policies in violation of statutes, as
20 well as regulations, that have the force and effect of law, as alleged herein. Plaintiff's claims for
21 the off the clock work and meal and rest violations they were required to endure are typical of
22 those of the other Class members.

23 **D. Adequacy of Representation**

24 33. Plaintiff will fairly and adequately represent and protect the interest of the
25 Employee Class members. Counsel who represents Plaintiff and the Employees in the Class are
26 experienced and competent in litigating employment class actions.

27 **E. Superiority of Class Action**

28 34. A class action is superior to other available means for the fair and efficient

1 adjudication of this controversy. Individual joinder of all Employees is not practicable, and
2 questions of law and fact common to all Employees predominate over any questions affecting
3 only individual Employees. Each Employee in the Class has been damaged and is entitled to
4 recovery by reason of Defendants' illegal policies or practices of failing to compensate
5 Employees properly.

6 35. As to the issues raised in this case, a class action is superior to all other methods
7 for the fair and efficient adjudication of this controversy, as joinder of all Class members is
8 impracticable and many legal and factual questions to be adjudicated apply uniformly to all Class
9 members. Further, as the economic or other loss suffered by vast numbers of Class members may
10 be relatively small, the expense and burden of individual actions makes it difficult for the Class
11 members to individually redress the wrongs they have suffered. Moreover, in the event
12 disgorgement is ordered, a class action is the only mechanism that will permit the employment of
13 a fluid fund recovery to ensure that equity is achieved. There will be relatively little difficulty in
14 managing this case as a class action, and proceeding on a class-wide basis will permit Employees
15 to vindicate their rights for violations they endured which they would otherwise be foreclosed
16 from receiving in a multiplicity of individual lawsuits that would be cost prohibitive to them.

17 36. Class action treatment will allow those persons similarly situated to litigate their
18 claims in the manner that is most efficient and economical for the parties and the judicial system.
19 Plaintiff is unaware of any difficulties in managing this case that should preclude class treatment.
20 Plaintiff contemplates the eventual issuance of notice to the proposed Class members that would
21 set forth the subject and nature of the instant action. The Defendants' own business records can
22 be utilized for assistance in the preparation and issuance of the contemplated notices. To the
23 extent that any further notice is required additional media and/or mailings can be used.

24 37. Defendants, as prospective and actual employers of the Employees in the Class,
25 had a special fiduciary duty to disclose to prospective Class members the true facts surrounding
26 Defendants' pay practices, policies and working conditions imposed upon the similarly situated
27 Employees as well as the effect of any alleged arbitration agreements that may have been forced
28 upon them. In addition, Defendants knew they possessed special knowledge about pay practices

1 and policies, most notably intentionally refusing to pay for all hours actually worked which
2 should have been recorded in Defendants' pay records and the consequence of the alleged
3 arbitration agreements and policies and practices on the Employees and Class as a whole.

4 38. Plaintiff and the Employees in the Class did not discover the fact that they were
5 entitled to all pay under the Labor Code until shortly before the filing of this lawsuit nor was
6 there any discussion about Plaintiff's and the Class members' waiver of their Constitutional
7 rights of trial by jury, to collectively organize and oppose unlawful pay practices under
8 California law as well as obtain injunctive relief preventing such practices from continuing. As a
9 result, the applicable statutes of limitation tolled until such time as Plaintiff and the Class
10 members discovered their claims.

11 **FIRST CAUSE OF ACTION**
12 **FAILURE TO PAY MINIMUM WAGES**
13 **(Against All Defendants)**

14 39. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
15 in full herein.

16 40. Defendants failed to pay Employees minimum wages for all hours worked.
17 Defendants had a consistent policy of misstating Employees time records and failing to pay
18 Employees for all hours worked. Employees would work hours and not receive wages,
19 including as alleged above in connection with working during meal breaks, rounding of
20 timekeeping entries, and working "pre-shift" and "post-shift" without compensation by
21 interfacing with management, sending and responding to emails and text messages, making and
22 answering telephone calls, and driving to different jobsites to complete work for the
23 Defendants. Moreover, Employees were not paid for the time spent answering work-related
24 phone calls while off-the-clock. Additionally, Defendants had a consistent policy of failing to
25 pay Employees for hours worked during alleged meal periods for which Employees were
26 consistently denied, as also addressed herein. Defendants have also intentionally and
27 improperly rounded, shaved, changed, adjusted, and/or modified Employee hours, while
28 benefiting Defendants. Defendants thus regularly failed to pay minimum wages to Plaintiff and

1 Class members, including by unlawful rounding to their detriment. Moreover, Defendants did
2 not pay Plaintiff and Employees at the applicable minimum wage for all hours worked.
3 Defendants' uniform pattern of unlawful wage and hour practices manifested, without
4 limitation, applicable to the Class as a whole, as a result of implementing a uniform policy and
5 practice that denied accurate compensation to Plaintiff and the other members of the Class as to
6 minimum wage pay.

7 41. California Labor Code § 1197, entitled "Pay of Less Than Minimum Wage"
8 states:

9 The minimum wage for employees fixed by the commission is the
10 minimum wage to be paid to employees, and the payment of a less
11 wage than the minimum so fixed is unlawful.

12 42. The applicable minimum wages fixed by the commission for work during the
13 relevant period is found in the Wage Orders. Pursuant to the Wage Orders, Employees are
14 therefore entitled to double the minimum wage during the relevant period.

15 43. The minimum wage provisions of California Labor Code are enforceable by
16 private civil action pursuant to California Labor Code § 1194(a) which states:

17 Notwithstanding any agreement to work for a lesser wage, any
18 employee receiving less than the legal minimum wage or the legal
19 overtime compensation applicable to the employee is entitled to
20 recover in a civil action the unpaid balance of the full amount of
21 this minimum wage or overtime compensation, including interest
22 thereon, reasonable attorney's fees and costs of suit.

23 44. As described in California Labor Code §§ 1185 and 1194.2, any action for wages
24 incorporates the applicable Wage Order of the California Industrial Welfare Commission.

25 45. California Labor Code § 1194.2 also provides for the following remedies:

26 In any action under Section 1194 . . . to recover wages because of
27 the payment of a wage less than the minimum wages fixed by an
28 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

46. Defendants have the ability to pay minimum wages for all time worked and have willfully refused to pay such wages with the intent to secure for Defendants a discount upon this indebtedness with the intent to annoy, harass, oppress, hinder, delay, or defraud Employees.

47. Wherefore, Employees are entitled to recover the unpaid minimum wages (including double minimum wages), liquidated damages in an amount equal to the minimum wages unlawfully unpaid, interest thereon and reasonable attorney's fees and costs of suit pursuant to California Labor Code § 1194(a).

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES AND OVERTIME UNDER LABOR CODE § 510

(Against All Defendants)

48. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

49. California Labor Code § 1194 provides that “any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” The action may be maintained directly against the employer in an employee’s name without first filing a claim with the Division of Labor Standards and Enforcement.

50. By their conduct, as set forth herein, Defendants violated Labor Code § 1194 and Labor Code § 510 (and paragraphs 2(K), 2(S), 3(A) and 4(A)-4(B) of the relevant orders of the Industrial Welfare Commission) by failing to pay Employees: (a) time and one-half their regular hourly rates for hours worked in excess of eight (8) hours in a workday or in excess of forty (40) hours in any workweek or for the first eight (8) hours worked on the seventh day of work in any one workweek; or (b) twice their regular rate of pay for hours worked in excess of twelve (12) hours in any one (1) day or for hours worked in excess of eight (8) hours on any seventh day of work in a workweek.

51. Defendants had a consistent policy of not paying Employees wages for all hours worked, including by requiring off the clock work as addressed above, by unlawful deductions,

1 by under-reporting actual hours worked, and by requiring Employees to do so as well.

2 Defendants have also failed to include all forms of remuneration in the regular rate of pay used
3 to calculate and pay overtime, and failed to begin paying overtime when it was incurred due to
4 the off the clock work, as detailed above.

5 52. Defendants thus had a consistent policy of not paying Employees wages for all
6 hours worked, including hours at their required regular, overtime, and double-time rates.
7 Defendants, and each of them, have intentionally and improperly rounded, changed, adjusted
8 and/or modified certain employees' hours, including Plaintiff's, or required Plaintiff and the
9 Class members to do so, or otherwise caused them to work off the clock to avoid paying Plaintiff
10 and the Class members all earned and owed straight time and overtime wages and other benefits,
11 in violation of the California Labor Code, the California Code of Regulations and the IWC Wage
12 Orders and guidelines set forth by the Division of Labor Standards and Enforcement. Defendants
13 have also violated these provisions by requiring Plaintiff and other similarly situated non-exempt
14 employees to work through meal periods or remain under Defendants' control when they were
15 required to be clocked out or to otherwise work off the clock to complete their daily job duties
16 and respond to demands from customers and managers.

17 53. Therefore, Employees were not properly compensated, nor were they paid
18 overtime rates for hours worked in excess of eight hours in a given day, and/or forty hours in a
19 given week. Based on information and belief, Defendants did not make available to Employees a
20 reasonable protocol for correcting time records when Employees worked overtime hours or to fix
21 incorrect time entries or those that Defendants unlawfully under-recorded to the Employee's
22 detriment. Defendants have also violated these provisions by requiring Plaintiff and other
23 similarly situated Class members to work through meal periods when they were required to be
24 clocked out or to otherwise work off the clock to complete their daily job duties.

25 54. Defendants' failure to pay Plaintiff and the Class members the unpaid balance of
26 regular wages owed and overtime compensation for all hours worked, as required by California
27 law, violates the provisions of Labor Code §§ 510 and 1198 and paragraph 3(A) of the
28 applicable IWC Wage Order, and is therefore unlawful. Defendants also failed to correctly

1 calculate the regular rate used to calculate and pay overtime, and meal and rest premiums, as
2 addressed above.

3 55. Additionally, Labor Code § 558(a) provides “any employer or other person
4 acting on behalf of an employer who violates, or causes to be violated, a section of this chapter
5 or any provisions regulating hours and days of work in any order of the IWC shall be subject to
6 a civil penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee
7 for each pay period for which the employee was underpaid in addition to an amount sufficient
8 to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for
9 each underpaid employee for each pay period for which the employee was underpaid in
10 addition to an amount sufficient to recover underpaid wages. (3) Wages recovered pursuant to
11 this section shall be paid to the affected employee.” Labor Code § 558(c) states, “the civil
12 penalties provided for in this section are in addition to any other civil or criminal penalty
13 provided by law.” Defendants have violated provisions of the Labor Code regulating hours and
14 days of work as well as the IWC Wage Orders. Accordingly, Plaintiff and the Class members
15 seek the remedies set forth in Labor Code § 558.

16 56. Defendants’ failure to pay compensation in a timely fashion also constituted a
17 violation of California Labor Code § 204, which requires that all wages shall be paid
18 semimonthly. From four (4) years prior to the filing of this lawsuit to the present, in direct
19 violation of that provision of the California Labor Code, Defendants have failed to pay all
20 wages and overtime compensation earned by Employees. Each such failure to make a timely
21 payment of compensation to Employees constitutes a separate violation of California Labor
22 Code § 204.

23 57. Employees have been damaged by these violations of California Labor Code §§
24 204 and 510 (and the relevant orders of the Industrial Welfare Commission). Additionally,
25 under Labor Code § 1199(a)-(c), it is a misdemeanor and Defendants are subject to a fine of not
26 less than \$100 for causing Employees “to work for longer hours than those fixed, or under
27 conditions of labor prohibited by an order of the commission” or if the employer pays “a wage
28 less than the minimum fixed by an order of the commission” or “violates...any provision of this

chapter or any order or ruling of the commission.”

58. Consequently, pursuant to the California Labor Code, including Labor Code §§ 204, 510, 558, 1194, 1198, 1199, and the relevant paragraphs of the IWC Wage Orders, including paragraphs 2(K), 2(S), 3(A), 4, and 20, Defendants are liable to Employees for the full amount of all their unpaid wages and overtime compensation for all their hours worked, with interest, plus their reasonable attorneys’ fees and costs, as well as the assessment of any statutory penalties against Defendants, and each of them, and any additional sums as provided by the Labor Code and/or other statutes.

THIRD CAUSE OF ACTION

MEAL-PERIOD LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

59. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

60. Employees regularly worked shifts greater than five (5) hours and in some instances, greater than ten (10) hours. Pursuant to Labor Code § 512, and paragraph 11 of the applicable IWC Wage Order, an employer may not employ someone for a shift of more than five (5) hours without providing him or her with a meal period of not less than thirty (30) minutes or for a shift of more than ten (10) hours without providing him or her with a second meal period of not less than thirty (30) minutes.

61. Defendants failed to provide Employees with meal periods as required under the Labor Code and paragraph 11 of the applicable IWC Wage Order. Employees were often required to work or to otherwise remain under Defendants’ control during meal periods, or Defendants provided them after Employees worked beyond the fifth hour of their shifts or Employees otherwise had them shortened and interrupted by work demands and requirements to perform off the clock work and remain under Defendants’ control. Furthermore, upon information and belief, on the occasions when Employees worked more than ten hours in a given shift, they did so without receiving a second uninterrupted thirty-minute meal period as required by law.

62. Defendants thus failed to provide Plaintiff and the Class members with meal periods as required by the Labor Code and paragraph 11 of the applicable IWC Wage Order, including by not providing them with the opportunity to take meal breaks, by providing them late or for less than thirty minutes, or by requiring them to perform work during breaks.

63. Moreover, Defendants failed to compensate Employees for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Orders, which provide that, if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. As detailed above, when Defendants paid any meal period premiums, they upon information and belief underpaid them by miscalculating the regular rate of compensation by not including all forms of remuneration in it. Defendants thus failed to compensate the Employees in the Class for each meal period not provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order.

64. Therefore, pursuant to Labor Code § 226.7 and paragraphs 11 and 20 of the applicable IWC Wage Order, Employees in the Class are entitled to damages in an amount equal to one (1) hour of wages at their effective hourly rates of pay for each meal period not provided or deficiently provided, a sum to be proven at trial, as well as the assessment of any statutory penalties against the Defendants, and each of them, in a sum as provided by the Labor Code and other statutes and applicable IWC Wage Order paragraphs.

FOURTH CAUSE OF ACTION

REST BREAK LIABILITY UNDER LABOR CODE § 226.7

(Against All Defendants)

65. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

66. Labor Code §§ 226.7 and paragraph 12 of the applicable IWC Wage Orders provide that employers must authorize and permit all employees to take rest periods at the rate of

1 ten minutes net rest time per four (4) work hours.

2 67. Employees consistently worked consecutive four hour shifts and were generally
3 scheduled for shifts of greater than 3.5 hours total, thus requiring Defendants to authorize and
4 permit them to take rest periods. Pursuant to the Labor Code and paragraph 12 of the applicable
5 IWC Wage Order, Employees were entitled to paid rest breaks of not less than ten minutes for
6 each consecutive four hour shift, and Defendants failed to provide Employees with timely rest
7 breaks of not less than ten minutes for each consecutive four hour shift. Defendants made no
8 effort to authorize and permit Plaintiff and the Class members to take lawful rest breaks.
9 Employees were often required to work or to otherwise remain under Defendants' control during
10 rest periods, including by responding to work requirements, and had breaks provided untimely as
11 a result of the above described off the clock work.

12 68. Labor Code §§ 226.7 and paragraphs 12 and 20 of the applicable IWC Wage
13 Orders provide that if an employer fails to provide an employee rest period in accordance with
14 this section, the employer shall pay the employee one hour of pay at the employee's regular rate
15 of compensation for each workday that the rest period is not provided. Defendants failed to do
16 so.

17 69. Defendants, and each of them, have therefore intentionally and improperly denied
18 rest periods to Plaintiff and the Class members in violation of Labor Code §§ 226.7 and 512 and
19 paragraph 12 of the applicable IWC Wage Orders.

20 70. Defendants failed to authorize and permit Plaintiff and the Class members to take
21 rest periods, as required by the Labor Code. Moreover, Defendants did not compensate
22 Employees with an additional hour of pay at each Employee's hourly rate for each day that
23 Defendants failed to provide them with adequate rest breaks, as required under Labor Code §
24 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders. To the extent Defendants
25 paid any rest break premiums, they upon information and belief, underpaid them by
26 miscalculating the regular rate of compensation by not including all forms of remuneration in it.
27 Defendants thus failed to compensate the Employees in the Class for each rest period not
28 provided or inadequately provided, as required under Labor Code § 226.7 and paragraphs 11 and

20 of the applicable IWC Wage Order.

71. Therefore, pursuant to Labor Code § 226.7 and paragraphs 12 and 20 of the applicable IWC Wage Orders, Employees are entitled to damages in an amount equal to one hour of wages at their effective hourly rates of pay for each day worked without the required rest breaks, a sum to be proven at trial, as well as the assessment of any statutory penalties against Defendants, and each of them, in a sum as provided by the Labor Code and/or other statutes.

FIFTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Against All Defendants)

72. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

73. California Labor Code § 226(a) requires an employer to furnish each of his or her employees with an accurate, itemized statement in writing showing the gross and net earnings, total hours worked, and the corresponding number of hours worked at each hourly rate; these statements must be appended to the detachable part of the check, draft, voucher, or whatever else serves to pay the employee's wages; or, if wages are paid by cash or personal check, these statements may be given to the employee separately from the payment of wages; in either case the employer must give the employee these statements twice a month or each time wages are paid.

74. Defendants failed to provide Plaintiff and the similarly situated Employee Class members with accurate itemized wage statements in writing, as required by the Labor Code and paragraph 7 of the applicable IWC Wage Orders. Specifically, the wage statements issued to Employees by Defendants failed to accurately account for wages, overtime, and premium pay, including for all overtime and double time hours worked and for deficient meal periods and rest breaks, all of which Defendants knew or reasonably should have known were owed to the Employees, as alleged above.

75. Throughout the liability period, Defendants intentionally failed to furnish to Plaintiff and the Class members, upon each payment of wages, itemized statements accurately

1 showing: (1) gross wages earned, (2) total hours worked by the employee, (4) all deductions, (5)
2 net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
3 name of the employee and only the last four digits of his or her social security number or an
4 employee identification number other than a social security number, (8) the name and address of
5 the legal entity that is the employer and (9) all applicable hourly rates in effect during the pay
6 period and the corresponding number of hours worked at each hourly rate by the employee
7 pursuant to Labor Code § 226 and paragraph 7 of the applicable IWC Wage Orders, amongst
8 other statutory requirements. Defendants knowingly and intentionally failed to provide Plaintiff
9 and the Class members with such timely and accurate wage and hour statements. Defendant
10 BlueStar is the company name listed on the plaintiff and class members' wage statements. The
11 Defendants name on the wage statements is "Blue Star Resort & Golf" and "Blue Star Resort"
12 which is not the Defendant's name on the California Secretary of State website. The correct
13 name, according to the California Secretary of State website is Bluestar Resort & Golf LLC.
14 Furthermore, the address listed on the Plaintiff's wage statement of 8800 North Gainey Drive
15 Suite 350, Scottsdale AZ 85258, is not associated with the Defendants and is a violation of Labor
16 Code § 226. The address that is registered with the California Secretary of State is 655 Brea
17 Canyon Rd, Walnut, CA 91789.

18 76. Plaintiff and the Class members suffered injury as a result of Defendants'
19 knowing and intentional failure to provide them with the wage and hour statements as required
20 by law and are presumed to have suffered injury and entitled to penalties under Labor Code §
21 226(e), as the Defendants have failed to provide an accurate wage statement, failed to provide
22 accurate and complete information as required by any one or more of items Labor Code § 226
23 (a)(1) to (9), inclusive, and the Plaintiff and Class members cannot promptly and easily
24 determine from the wage statement alone one or more of the following: (i) The amount of the
25 gross wages or net wages paid to the employee during the pay period or any of the other
26 information required to be provided on the itemized wage statement pursuant to items (2) to (4),
27 inclusive, (6), and (9) of subdivision (a), (ii) Which deductions the employer made from gross
28 wages to determine the net wages paid to the employee during the pay period, (iii) The name

1 and address of the employer and, (iv) The name of the employee and only the last four digits of
2 his or her social security number or an employee identification number other than a social
3 security number. For purposes of Labor Code § 226(e) “promptly and easily determine” means
4 a reasonable person [i.e. an objective standard] would be able to readily ascertain the
5 information without reference to other documents or information.

6 77. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders,
7 employers are required “to pay each employee, on the established payday for the period
8 involved, not less than the applicable minimum wage for all hours worked in the payroll period,
9 ...” Under Labor Code § 1198, “[t]he employment of any employee for longer hours than those
10 fixed by the order or under conditions of labor prohibited by the order is unlawful.” Plaintiff and
11 the Class members may therefore pursue damages and penalties for violations of Labor Code §
12 204 and paragraph 4(B) and paragraph 20 of the applicable IWC Wage Orders.

13 78. Therefore, as a direct and proximate cause of Defendants’ violation of Labor
14 Code § 226(a) and paragraphs 4(b), 7, and 20 of the applicable IWC Wage Orders, the
15 Employees in the Class suffered injuries, including among other things confusion over whether
16 they received all wages owed them, the difficulty and expense involved in reconstructing pay
17 records, and forcing them to make mathematical computations to analyze whether the wages paid
18 in fact compensated them correctly for all hours worked.

19 79. Pursuant to Labor Code §§ 226(a) and 226(e), and paragraph 20 of the applicable
20 IWC Wage Order, Plaintiff and the Employee Class members are entitled to recover the greater
21 of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs
22 and one hundred dollars (\$100) for each violation in a subsequent pay period, not exceeding an
23 aggregate penalty of four thousand dollars (\$4,000) under Section 226(e). They are also entitled
24 to an award of costs and reasonable attorneys’ fees.

25 **SIXTH CAUSE OF ACTION**
26 **VIOLATION OF LABOR CODE § 221**
27 **(Against All Defendants)**

28 80. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth

1 in full herein.

2 81. Labor Code § 221 provides, “It shall be unlawful for any employer to collect or
3 receive from an employee any part of wages theretofore paid by said employer to said
4 employee.” Pursuant to California Labor Code § 204, other applicable laws and regulations, and
5 public policy, an employer must timely pay its employees for all hours worked. Defendants
6 failed to do so.

7 82. Defendants unlawfully received and/or collected wages from the Employees in
8 the Class by requiring off the clock work, by miscalculating overtime, and by not paying one
9 hour of pay at the regular rate of compensation for every meal and rest period violation endured
10 by Plaintiff and the other Class members, as alleged above. By not compensating Employees for
11 all hours worked and meal and rest period premiums, Defendants unlawfully deducted wages
12 earned in violation of Labor Code § 221.

13 83. As a direct and proximate cause of the unauthorized deductions, Employees have
14 been damaged, in an amount to be determined at trial.

15 **SEVENTH CAUSE OF ACTION**
16 **VIOLATION OF LABOR CODE §§ 201.3 and 204**
17 **(Against All Defendants)**

18 84. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
19 in full herein.

20 85. Labor Code § 204 instructs that: “All wages, ...earned by any person in any
21 employment are due and payable twice during each calendar month, on days designated in
22 advance by the employer as the regular paydays. Labor performed between the 1st and 15th
23 days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the
24 month during which the labor was performed, and labor performed between the 16th and the last
25 day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the
26 following month.” Additionally, the requirements of this section shall be deemed satisfied by the
27 payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more
28 than seven calendar days following the close of the payroll period.” As detailed above,

1 Defendants maintained a consistently applied policy and practice of not paying all wages earned
2 between the 1st and 15th days of a month between the 16th and 26th day and failed to pay all
3 wages earned between the 16th and the last day of the month between the 1st and 10th day of the
4 following month. Defendants similarly failed to pay all wages earned by not more than seven
5 calendar days following the close of the payroll period.

6 86. All wages due and owing to Plaintiff and the Class members, including as
7 required under Labor Code § 510, were therefore not timely paid by Defendants. Additionally,
8 wages required by Labor Code § 1194 and other sections became due and payable to each
9 employee in each pay period that he or she was not provided with a meal period or rest period or
10 paid straight or overtime wages to which he or she was entitled.

11 87. Defendants violated Labor Code § 204 by systematically refusing to timely pay
12 wages due under the Labor Code, as addressed above. Additionally, under paragraph 4(B) of the
13 applicable IWC Wage Orders, employers are required “to pay each employee, on the established
14 payday for the period involved, not less than the applicable minimum wage for all hours worked
15 in the payroll period, ...” Under Labor Code § 1198, “[t]he employment of any employee for
16 longer hours than those fixed by the order or under conditions of labor prohibited by the order is
17 unlawful.” Plaintiff and the Class members may therefore pursue damages and penalties for
18 violations of Labor Code § 204 and paragraph 4(B) of the applicable IWC Wage Orders,
19 including penalties under paragraph 20 of the applicable IWC Wage Orders.

20 88. As a result of the unlawful acts of Defendants, Plaintiff and the Class he seeks to
21 represent have been deprived of wages in amounts to be determined at trial, and they are entitled
22 to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and costs,
23 pursuant to Labor Code § 204, 210, 218.5, 1194 and 1198, and paragraphs 4(B) and 20 of the
24 applicable IWC Wage Orders.

25 **EIGHTH CAUSE OF ACTION**
26 **VIOLATION OF LABOR CODE § 203**
27 **(Against All Defendants)**

28 89. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth

1 in full herein.

2 90. Plaintiff and numerous Class members are no longer employed by Defendants;
3 they either quit Defendants' employ or were fired therefrom.

4 91. Defendants failed to pay these Employees all wages due and certain at the time of
5 termination or within seventy-two hours of resignation.

6 92. The wages withheld from these Employees by Defendants remained due and
7 owing for more than thirty days from the date of separation from employment. Additionally,
8 Defendants failed to pay Plaintiff her final check at the time of her termination.

9 93. Defendants thus failed to pay Plaintiff and the Class members without abatement,
10 all wages as defined by applicable California law. Among other things, these Employees were
11 not paid all regular and overtime wages, including by Defendants failing to pay for all hours
12 worked or requiring off the clock work or by unlawfully under-recording time entries to the
13 detriment of Employees, and Defendants failed to pay premium wages owed for unprovided
14 meal periods and rest periods, as further detailed in this Complaint. Defendants' failure to pay
15 said wages within the required time was willful within the meaning of Labor Code § 203.

16 94. Additionally, under paragraph 4(B) of the applicable IWC Wage Orders,
17 employers are required "to pay each employee, on the established payday for the period
18 involved, not less than the applicable minimum wage for all hours worked in the payroll period,
19 ..." Under Labor Code § 1198, "[t]he employment of any employee for longer hours than those
20 fixed by the order or under conditions of labor prohibited by the order is unlawful." Plaintiff and
21 the Class members may therefore pursue damages and penalties for violations of Labor Code §
22 203 and paragraph 4(B) of the applicable IWC Wage Orders, including penalties under
23 paragraph 20 of the applicable IWC Wage Orders. Additionally, under Labor Code § 1199(a)-
24 (c), it is a misdemeanor and Defendants are subject to a fine of not less than \$100 for causing
25 Employees "to work for longer hours than those fixed, or under conditions of labor prohibited by
26 an order of the commission" or if the employer pays "a wage less than the minimum fixed by an
27 order of the commission" or "violates...any provision of this chapter or any order or ruling of the
28 commission."

1 Defendants' failure to pay wages, as alleged, entitles Plaintiff and these former Employee Class
2 members to penalties under Labor Code § 203 and the applicable paragraphs of the IWC Wage
3 Orders as addressed above, including the requirement that an employee's wages shall continue
4 until paid for up to thirty (30) days from the date they were due.

5 **NINTH CAUSE OF ACTION**

6 **FAILURE TO PAY SPLIT-SHIFT PREMIUMS**

7 **(Industrial Welfare Commission Wage Order 1-15, § 4)**

8 **(Plaintiff and Hourly Employee Class)**

9 95. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
10 herein.

11 96. At all relevant times, Plaintiff and Split-Shift Sub-Class members are or have been
12 non-exempt employees of Defendants entitled to the full protections of the Labor Code and the
13 applicable Wage Order.

14 97. Section 4 of the applicable Industrial Welfare Commission Wage Order imposes an
15 affirmative obligation on employers to pay non-exempt employees one (1) hour's pay at the
16 minimum wage in addition to the minimum wage for that workday when an employee works a
17 split shift.

18 98. Plaintiff alleges that, at all relevant times during the applicable limitations period,
19 Defendants maintained a policy or practice of failing to pay premium wages to Split-Shift Sub-
20 Class members when their schedules were interrupted by non-paid and non-working time periods
21 established by the employer. The time periods between these shifts were longer than a bona fide
22 meal or rest periods and were for the benefit of the employer.

23 99. At no time did the Split-Shift Sub-Class members reside at the place of their
24 employment.

25 100. As a result of Defendants' unlawful conduct, Plaintiff and Split-Shift Sub-Class
26 members have suffered damages in an amount, subject to proof, to the extent they were not paid
27 the full amount of split-shift premiums earned during each pay period during the applicable
28 limitations period.

101. Pursuant to Labor Code section 204, 218.6 and 226.7, Plaintiff, on behalf of himself and the Split-Shift Sub-Class members, seeks to recover unpaid premium wages, interest thereon, and costs of suit.

102. Pursuant to Labor Code section 1194, Code of Civil Procedure section 1021.5, the substantial benefit doctrine, and/or the common fund doctrine, Plaintiff, on behalf of himself and Split-Shift Sub-Class members, seeks to recover reasonable attorneys' fees.

TENTH CAUSE OF ACTION

FAILURE TO KEEP REQUIRED PAYROLL RECORDS, LABOR CODE §§ 1174, 1174.5

(Against All Defendants)

103. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth in full herein.

104. California Labor Code § 1174 requires that all employers shall keep accurate time and wage records for all employees. California Labor Code § 1174.5 further requires that any employee suffering injury due to a willful violation of the aforementioned obligations may seek damages, including civil penalties, from the employer.

105. During the course of Plaintiff's and Employees' employment, Defendants consistently failed to maintain accurate time and wage records for Plaintiff and Class Members as required by California Labor Code § 1174 by failing to pay them proper wages, overtime, and premium pay as discussed above and failing to document and pay for actual hours worked.

106. Defendants are also required by the California Labor Code § 1198 and the applicable Wage Order to maintain a tracking system that accurately records the times during which Employees work.

107. Defendants have maintained a common unlawful policy and practice of failing to accurately record all hours worked and all meal period start and end times.

108. Defendants' failure to pay wages, as alleged above, was willful in that Defendants knew wages to be due but failed to pay them.

109. Accordingly, Defendants are liable for civil penalties pursuant to the California Labor Code including § 1174.5, for the three years prior to the filing of this Complaint.

1 **ELEVENTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES, LABOR CODE § 2802**

3 **(Against All Defendants)**

4 110. Plaintiff incorporates the preceding paragraphs of the Complaint as if fully alleged
5 herein.

6 111. Labor Code section 2802(a) states: “An employer shall indemnify his or her
7 employee for all necessary expenditures or losses incurred by the employee in direct
8 consequence of the discharge of his or her duties, or of his or her obedience to the
9 directions of the employer, even though unlawful, unless the employee, at the time of
10 obeying the directions, believed them to be unlawful.” Additionally, Defendants have
11 regularly required Plaintiff and the Expense Reimbursement Class members to incur necessary
12 business expenses in the course of performing their required job duties without reimbursement.
13 These included the cost of cellphone usage for work -related activities such as the requirement of
14 downloading the ADP app, text and calling coworkers and supervisors and watching training
15 videos. Plaintiff and Reimbursement Class members must be reimbursed for these necessary
16 business expenses under Labor Code § 2802, and Defendants systematically failed to do so.

17 112. Accordingly, Plaintiff and Expense Reimbursement Class members are entitled to
18 restitution for all unpaid amounts due and owing to within four (4) years of the date of the filing
19 of the Complaint and until the date of entry of judgment.

20 113. Plaintiff, on behalf of himself, and Expense Reimbursement Class members, seeks
21 interest thereon and costs pursuant to Labor Code section 218.6, and reasonable attorneys’ fees
22 and costs pursuant to Code of Civil Procedure section 1021.5.

23 **TWELFTH CAUSE OF ACTION**

24 **VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200 *ET SEQ.***

25 **(Against All Defendants)**

26 114. Plaintiff re-alleges and incorporates all preceding paragraphs, as though set forth
27 in full herein. Plaintiff, on behalf of himself, the Employees in the Class, and the general public,
28 brings this claim pursuant to Business & Professions Code § 17200 *et seq.* The conduct of

1 Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and
2 harmful to Employees and the general public. Plaintiff seeks to enforce important rights affecting
3 the public interest within the meaning of Code of Civil Procedure § 1021.5.

4 115. Plaintiff is a “person” within the meaning of Business & Professions Code
5 § 17204, has suffered injury, and therefore has standing to bring this cause of action for
6 injunctive relief, restitution, and other appropriate equitable relief.

7 116. Business & Professions Code § 17200 *et seq.* prohibits unlawful and unfair
8 business practices. By the conduct alleged herein, Defendants’ practices were deceptive and
9 fraudulent in that Defendants’ policy and practice failed to provide the required amount of
10 compensation for missed meal and rest breaks, and failed to adequately compensate Plaintiff and
11 Class members for all hours worked, due to systematic business practices as alleged herein that
12 cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare
13 Commission requirements in violation of California Business and Professions Code §§ 17200, *et*
14 *seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to California
15 Business & Professions Code § 17203, including restitution of wages wrongfully withheld.

16 117. Wage-and-hour laws express fundamental public policies. Paying employees their
17 wages and overtime, providing them with meal periods and rest breaks, etc., are fundamental
18 public policies of California. Labor Code § 90.5(a) articulates the public policies of this State
19 vigorously to enforce minimum labor standards, to ensure that employees are not required or
20 permitted to work under substandard and unlawful conditions, and to protect law-abiding
21 employers and their employees from competitors who lower costs to themselves by failing to
22 comply with minimum labor standards.

23 118. Defendants have violated statutes and public policies. Through the conduct
24 alleged in this Complaint Defendants have acted contrary to these public policies, have violated
25 specific provisions of the Labor Code, and have engaged in other unlawful and unfair business
26 practices in violation of Business & Professions Code § 17200 *et seq.*; which conduct has
27 deprived Plaintiff, and all persons similarly situated, and all interested persons, of the rights,
28 benefits, and privileges guaranteed to all employees under the law.

119. Defendants' conduct, as alleged above, constitutes unfair competition in violation of the Business & Professions Code § 17200 *et seq.*

120. By engaging in the conduct herein alleged, by failing to pay wages and overtime, failing to provide meal periods and rest breaks, etc., Defendants either knew or in the exercise of reasonable care should have known that their conduct was unlawful; therefore, their conduct violates the Business & Professions Code § 17200 *et seq.*

121. By the conduct alleged herein, Defendants have engaged and continue to engage in a business practice which violates California and federal law, including but not limited to, the applicable Industrial Wage Order(s), the California Code of Regulations, and the California Labor Code including Sections 204, 226, 226.7, 510, 512, 1194, 1197, and 1198 for which this Court should issue declaratory and other equitable relief pursuant to California Business & Professions Code § 17203 as may be necessary to prevent and remedy the conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

122. As a proximate result of the above-mentioned acts of Defendants, Employees have been damaged, in a sum to be proven at trial.

123. Unless restrained by this Court Defendants will continue to engage in such unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use by Defendants or their agents or employees of any unlawful or deceptive practice prohibited by the Business & Professions Code, including but not limited to the disgorgement of such profits as may be necessary to restore Employees to the money Defendants have unlawfully failed to pay.

THIRTEENTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE § 2698, *ET SEQ.*

(Against All Defendants)

124. Plaintiff realleges and incorporates all preceding paragraphs, as though set forth in full herein.

125. Plaintiff and the Employees in the Class are also aggrieved employees as defined

1 under Labor Code § 2699(c) in that they suffered the violations alleged in this Complaint and
2 either were or are employed by Defendants (“Aggrieved Employees”) during the relevant time
3 period.

4 126. In failing to pay Aggrieved Employees minimum wages and overtime, not
5 providing proper meal and rest periods, failing to provide accurate itemized wage statements,
6 and failing to pay Employees wages upon termination or timely upon resignation, all discussed
7 above, Defendants failed to timely pay Aggrieved Employees wages on a semimonthly basis as
8 required under Labor Code § 204. Defendants also failed to maintain records showing accurate
9 hours worked daily and the wages paid to Aggrieved Employees, as required by Labor Code §
10 1174 and paragraph 7 of the applicable IWC Wage Orders.

11 127. As such, Employees seek wages and penalties under Labor Code §§ 2698 and
12 2699 for Defendants’ violation of Labor Code provisions included under Labor Code § 2699.5,
13 including the penalty provisions, without limitation, based, inter alia, on the following
14 California Labor Code sections: 201, 202, 203, 204, 206.5, 226, 226.2, 226.7, 432.5, 510, 512,
15 558, 1174, 1174.5, 1185, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 1199, 2802 and 2698 et
16 seq.

17 128. More specifically, after complying with the notice procedures of Labor Code §
18 2699.3, Plaintiff asserts, as a representative action on behalf of the California Attorney General
19 and the other similarly Aggrieved Employees, a PAGA claim for violations of the above-
20 addressed underlying claims and seeking penalties as specified by the applicable corresponding
21 provisions, including as follows:

22 (a) Wage Claims: For failure to provide Plaintiff and the Aggrieved Employees all
23 earned regular pay and minimum wages for regular hours worked and for failure to pay overtime
24 premium wages for overtime hours worked under Labor Code §§ 226.2, 510, 1194(a), 1197, and
25 1198, and paragraphs 2(K), 3(A), 4(A), 4(B) and 20 of the applicable IWC Wage Order(s)
26 seeking all civil and statutory penalties available and applicable, and wages, under Labor Code
27 §§ 510, 558, 1194.2, 1197.1, 1199, 2699(f)(2), and 2699.5, and also for attorneys’ fees and costs
28 pursuant to Labor Code § 2699(g)(1);

1 (b) Meal and Rest Period Claims: For failure to provide Plaintiff and the Aggrieved
2 Employees off-duty, timely, and unpaid meal periods and failure to authorize and permit them to
3 take off-duty, timely, and paid rest periods, or pay one hour of regular pay in lieu thereof, under
4 Labor Code §§ 512, 1198, and 226.7, and Sections 11, 12(A), and 12(B) of the applicable IWC
5 Wage Order(s) seeking all civil and statutory penalties available and applicable, including under
6 paragraph 20 of the applicable IWC Wage Orders, and wages under Labor Code §§ 226.7, 512,
7 558, including sections 558(a)(1)-(3), 1199 and 2699(f)(2), and also for attorneys' fees and costs
8 pursuant to Labor Code § 2699(g)(1);

9 (c) Inaccurate Wage Statements and Failure to Maintain Records: For failure to
10 provide Plaintiff and the Aggrieved Employees with accurate, itemized wage statements and
11 failure to maintain employment records for Plaintiff and Aggrieved Employees under Labor
12 Code §§ 226, 1174, and 1198.5, and Sections 7(A), 7(B), and 7(C) of the applicable IWC Wage
13 Order(s) seeking all civil and statutory penalties and wages available and applicable under Labor
14 Code §§ 226(e), 226.3, 558, 1174.5, 1199, and 2699(f)(2), and paragraph 20 of the applicable
15 IWC Wage Order, and also for attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).
16 More specifically, by providing inaccurate wage statements and failing to maintain records as
17 required under Labor Code § 226(a), Defendants committed ongoing violations giving rise to
18 civil penalties under Labor Code §226.3, which in addition to other penalties provided by law,
19 subjects Defendants to "a penalty in the amount of two hundred fifty dollars (\$250) per employee
20 per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
21 violation in a subsequent citation, ...";

22 (d) Failure to Timely Pay Wages: For failure to timely pay all wages owed, including
23 at least semi-monthly and upon separation or termination, under Labor Code §§ 201, 201, 203,
24 204, 226.2, 1197.5, 2926, and 2927 seeking all civil penalties available and applicable, and
25 wages, under Labor Code §§ 201, 202, 203, 210, 558, 1197, 1198, 1199 and 2699(f)(2), and
26 paragraph 20 of the applicable IWC Wage Orders, and also for attorneys' fees and costs pursuant
27 to Labor Code § 2699(g)(1);
28

1 (e) Failure to Pay Split-Shift Premiums: For failure to pay Split-Shift premiums
2 earned during each pay period during the applicable limitations period under Labor Code §§204,
3 218.6, and 226.7;

4 (f) Failure to Reimburse Business Expenses: For Defendants' failure to reimburse
5 the necessary work related expenses incurred under Labor Code §§ 1197, 1197.1, 1198, and
6 2802, and Sections 2(K), 4, 9, and 20 of the applicable IWC Wage Order(s), seeking civil
7 penalties available and applicable under Labor Code §§ 1197, 1197.1, 1198, 2802, 2699.5, and
8 2699(f)(2) and paragraph 9 and 20 of the IWC Wage Orders, and also attorneys' fees and costs
9 pursuant to Labor Code § 2699(g)(1); and

10 (g) All Alleged Violations of the IWC Wage Orders and Other Labor Code
11 Sections: For any above addressed violation of the applicable provisions of the IWC Wage
12 Orders, each of which constitute separate violations of Labor Code § 1198 and Labor Code §
13 2699.5, and seeking penalties available and applicable under Labor Code § 2699(f)(2) and
14 paragraph 20 of the applicable IWC Wage Orders, and for attorneys' fees and costs pursuant to
15 Labor Code § 2699(g)(1).

16
17 129. As also addressed above, Plaintiff, on behalf of the Aggrieved Employees, also
18 seeks the penalties and remedies set forth in Labor Code § 558, which states:

19 (a) Any employer or other person acting on behalf of an employer who violates, or
20 causes to be violated, a section of this chapter or any provision regulating hours and days of work
21 in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

22 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period
23 for which the employee was underpaid in addition to an amount sufficient to recover underpaid
24 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
25 employee for each pay period for which the employee was underpaid in addition to an amount
26 sufficient to recover underpaid wages.
27

28 (b) If upon inspection or investigation the Labor Commissioner determines that a

1 person had paid or caused to be paid a wage for overtime work in violation of any provision of
2 this chapter, or any provision regulating hours and days of work in any order of the Industrial
3 Welfare Commission, the Labor Commissioner may issue a citation. The procedures for issuing,
4 contesting, and enforcing judgments for citations or civil penalties issued by the Labor
5 Commissioner for a violation of this chapter shall be the same as those set out in Section 1197.1.
6

7 (c) The civil penalties provided for in this section are in addition to any other civil or
8 criminal penalty provided by law.

9 130. Plaintiff has exhausted his administrative remedies by submitting a certified letter
10 to the LWDA and Defendants on May 16, 2025 (LWDA-CM-1099331-25) addressing in detail
11 the specific provisions of the Labor Code Defendants have violated and addressing the facts and
12 legal theories to support the alleged violations and requested penalties. The LWDA has not
13 provided notice of its intent to investigate the alleged violations within 65 calendar days of the
14 postmark date of the letter, and Plaintiff adds this claim seeking penalties under the PAGA for
15 the violations addressed herein and in the PAGA Notice letter and the original Complaint.
16

17 **RELIEF REQUESTED**

18 WHEREFORE, Plaintiff prays for the following relief:

- 19 1. For an order certifying this action as a class action;
- 20 2. For compensatory damages in the amount of the unpaid minimum wages for work
21 performed by Employees and unpaid overtime compensation from at least four (4) years prior to
22 the filing of this action, as may be proven;
- 23 3. For liquidated damages in the amount equal to the unpaid minimum wage and
24 interest thereon, from at least four (4) years prior to the filing of this action, according to proof;
- 25 4. For compensatory damages in the amount of all unpaid wages, including overtime
26 and double-time pay, as may be proven;
- 27 5. For compensatory damages in the amount of the hourly wage made by Employees
28 for each missed or deficient meal period where no premium pay was paid therefor from four (4)

1 years prior to the filing of this action, as may be proven;

2 6. For compensatory damages in the amount of the hourly wage made by Employees
3 for each day requisite rest breaks were not provided or were deficiently provided where no
4 premium pay was paid therefor from at least four (4) years prior to the filing of this action, as
5 may be proven;

6 7. For penalties pursuant to Labor Code § 226(e) for Employees, as may be proven;

7 8. For restitution and/or damages and penalties for Defendants' failure to pay all
8 wages due twice monthly under Labor Code § 204, as may be proven;

9 9. For restitution and/or damages for all amounts unlawfully withheld from the
10 wages for all class members in violation of Labor Code § 221, as may be proven;

11 10. For penalties pursuant to Labor Code § 203 for all Employees who quit or were
12 fired in an amount equal to their daily wage times thirty (30) days, as may be proven;

13 11. For penalties pursuant to Labor Code § 1174.5, as may be proven;

14 12. For penalties pursuant to Labor Code §§ 226 and 1198.5, as may be proven;

15 13. For restitution for unfair competition pursuant to Business & Professions Code
16 § 17200 *et seq.*, including disgorgement or profits, as may be proven;

17 14. For penalties pursuant to Labor Code § 2698 *et seq.*, as may be proven;

18 15. For penalties under Labor Code § 558, as may be proven;

19 16. For an order enjoining Defendants and their agents, servants, and employees, and
20 all persons acting under, in concert with, or for them, from acting in derogation of any rights or
21 duties adumbrated in this Complaint;

22 17. For other wages and penalties under the Labor Code as may be proven;

23 18. For all general, special, and incidental damages as may be proven;

24 19. For an award of pre-judgment and post-judgment interest;

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- 20. For an award providing for the payment of the costs of this suit;
- 21. For an award of attorneys' fees; and
- 22. For such other and further relief as this Court may deem proper and just.

DATED: July 21, 2025

D.LAW, INC.

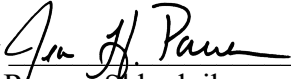
By 
Roman Shkodnik
Jean Hopkins Power
Attorneys for Plaintiff Connor Jerome
O'Brien and the putative class

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial of his claims by jury to the extent authorized by law.

DATED: July 21, 2025

D.LAW, INC.

By 
Roman Shkodnik
Jean Hopkins Power
Attorneys for Plaintiff Connor Jerome
O'Brien and the putative class

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I am employed in the aforesaid county, State of California; I am over the age of 18 years and not a party to the within action; my business address is 450 N Brand Blvd., Suite 840, Glendale, CA 91203.

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☐ **(BY OVERNIGHT DELIVERY)** I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons at the address above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

[X] (STATE) I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Katheryn Perez