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7 **SUPERIOR COURT OF CALIFORNIA**

8 **COUNTY OF SANTA BARBARA**

Case No. 25CV04470

9 ANGELES AMIGON, individually, and on
10 behalf of herself and others similarly situated,

11 Plaintiff,

12 vs.

13 HOTEL MANAGEMENT GROUP -
14 CALIFORNIA, INC., and DOES 1 through 50,
inclusive,

15 Defendants.

Case No.

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT**

1. Failure to Pay All Wages, Minimum, Overtime, Double Time, Commission Wages §§ 204, 206, 226.2, 226.8, 227.3, 510, 1182.12, 1194, 1194.2, 1197.1, 2751, 17200 *et. seq.*;
2. Failure to Provide Meal Periods in Violation of Labor Code §§ 226.7, 512 and Wage Order 5-2001, § 11;
3. Failure to Provide Rest Periods in Violation of Labor Code §§ 226.7 and Wage Order 5-2001, § 12;
4. Failure to Provide Accurate Itemized Wage Statements in Violation of Labor Code §§ 226, 226.3, and 1174;
5. Failure to Pay Earned Wages in Violation of Labor Code §§ 204, 206, 216, 218.5, 218.6;
6. Failure to Reimburse for Necessary Business Expenditures; Labor Code § 2802;
7. Unfair Business Practices in Violation of Cal. Bus. & Prof Code §§ 17200, *et seq.*; and
8. Enforcement of the Private Attorneys General Act of 2004.

DEMAND FOR JURY TRIAL

1 ANGELES AMIGON (“Plaintiff”) individually, and on behalf of herself and others similarly
2 situated and on behalf of Aggrieved Employees and the State of California as private attorney general,
3 brings this class and representative action (“Complaint”) against Defendants HOTEL
4 MANAGEMENT GROUP - CALIFORNIA, INC., and DOES 1 through 50, inclusive, inclusive
5 (collectively, “Defendants”), and alleges as follows:

6 **INTRODUCTION**

7
8 1. This is a class action brought on behalf of Plaintiff and the class she seeks to represent
9 (“Class” or “Class Members”). The Class consists of all current and former non-exempt employees
10 employed by Defendants in the State of California during the Class Period. The term “Class Period”
11 is defined as four (4) years prior to the filing of this class action until class certification. Plaintiff
12 reserves the right to amend this complaint to reflect a different “Class Period” as further discovery is
13 conducted. Plaintiff also brings a PAGA Action on behalf of the State of California and Aggrieved
14 Employees as private attorney general.

15 2. Plaintiff, individually, and on behalf of the Class Members, seeks relief against
16 Defendants due to Defendants’ violations of the applicable Industrial Welfare Commission (“IWC”)
17 Wage Orders, Code of Regulations, and Labor Code, including: (1) Failure to Pay All Wages,
18 Minimum, Overtime, Double Time, Commission Wage §§ 204, 206, 226.2, 226.8, 227.3, 510, 1182.12,
19 1194, 1194.2, 1197.1, 2751, 17200 *et. seq.*; (2) Failure to Provide Meal Periods in Violation of Labor
20 Code §§ 226.7, 512 and Wage Order 5-2001, § 11; (3) Failure to Provide Rest Periods in Violation of
21 Labor Code §§ 226.7 and Wage Order 5-2001, § 12; (4) Failure to Provide Accurate Itemized Wage
22 Statements in Violation of Labor Code §§ 226, 226.3, and 1174; (5) Failure to Pay Earned Wages in
23 Violation of Labor Code §§ 204, 206, 216, 218.5, 218.6; (6) Failure to Reimburse for Necessary
24 Business Expenditures; Labor Code § 2802; (7) Unfair Business Practices in Violation of Cal. Bus. &
25 Prof Code §§ 17200, *et seq.*, and (8) Enforcement of the Private Attorneys General Act of 2004.

26 3. At all relevant times herein, Defendants have consistently maintained and enforced
27 against Plaintiff and the Class the unlawful practices and policies set forth herein.

28 4. Plaintiff seeks monetary relief against Defendants on behalf of herself and the putative

1 class to recover, among other things, unpaid wages, liquidated damages, restitution, interest, attorneys'
2 fees, costs, and penalties pursuant to Labor Code sections 201, 202, 203, 204, 206, 208, 214, 221, 226,
3 226.7, 227.3, 351, 510, 512, 558, 558.5, 1182.12, 1194, 1194.2, 1197, 1198, 1720 *et. seq.*, 2802, and
4 California Code of Civil Procedure section 1021.5.

5 **JURISDICTION AND VENUE**

6 5. This is a class action pursuant to California Code of Civil Procedure section 382. The
7 monetary damages, restitution, penalties, and other amounts sought by exceed the minimal
8 jurisdictional limits of the Superior Court and will be established according to proof at trial.

9 6. This Court has jurisdiction over this action pursuant to the California Constitution,
10 Article VI, section 10, which grants the Superior Court original jurisdiction in all causes, except those
11 given by statutes to other courts. The statutes under which this action is brought do not specify any
12 other basis for jurisdiction. All claims alleged herein arise under California law for which Plaintiff
13 seeks relief authorized by California law.

14 7. This Court has jurisdiction over all Defendants because, upon information and belief,
15 they have sufficient minimum contacts in California, or otherwise intentionally avail themselves of
16 the California market so as to render the exercise of jurisdiction over them by the California courts
17 consistent with traditional notions of fair play and substantial justice.

18 8. Venue is proper in this Court under Code of Civil Procedure sections 395(a) and 395.5
19 because, upon information and belief, Defendants reside, transact business, maintain offices, and/or
20 have an agent or agents in this county, and the acts and omissions alleged herein took place in this
21 county.

22 9. This Court has subject matter jurisdiction over the causes of action alleged in this
23 Complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
24 excluded from exercising subject matter jurisdiction over said causes of action.

25 10. The State of California, Santa Barbara County, has jurisdiction in this matter because
26 the individual claims are under the seventy-five thousand dollar (\$75,000.00) individual jurisdictional
27 threshold and the five million dollar (\$5,000,000.00) aggregate jurisdictional threshold for federal
28 court diversity jurisdiction. Further, there is no federal question at issue as the issues herein are based

1 solely on the California Labor Code, Industrial Welfare Commission Wage Orders, Code of Civil
2 Procedure and Rules of Court. Thus, the State of California, San Bernardino Superior Court maintains
3 the appropriate jurisdiction to hear this matter.

4 **PARTIES**

5 11. Plaintiff, ANGELES AMIGON is a California resident. Defendants employed Plaintiff
6 as an exempt employee during the Class Period. Plaintiff worked for Defendants at 555 McMurray
7 Rd., Buellton, CA 93427.

8 12. Defendant HOTEL MANAGEMENT GROUP - CALIFORNIA, INC., was and is a
9 company that specializes in managing and operating hotels in California doing business in Santa
10 Barbara County and elsewhere in California.

11 13. Plaintiff is informed and believes, and thereon alleges, that at all times hereinafter
12 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as employers,
13 whose employees were and are engaged throughout this county and the State of California.

14 14. Defendants DOES 1 through 50 are sued under fictitious names pursuant to Code of
15 Civil Procedure section 474 because Plaintiff does not know their true names or capacities. Plaintiff
16 will seek leave of court to amend this Complaint and serve such fictitiously named Defendants when
17 their names and capacities are ascertained. Plaintiff is informed and believes, and thereon alleges, that
18 DOES 1 through 50 are or were the partners, agents, owners, shareholders, managers, or employees
19 of Defendants at all relevant times and were joint employers with Defendants.

20 15. Plaintiff is informed and believes, and thereon alleges, that each Defendant acted in all
21 respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business
22 plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable
23 to the other Defendants.

24 16. Plaintiff is informed and believes, and thereon alleges, that each Defendant directly or
25 indirectly, through agents or other persons or entities, employed or otherwise exercised control over
26 the wages, hours, and working conditions of Plaintiff. Furthermore, each Defendant in all respects
27 acted as the employer and/or joint employer of Plaintiff and the Class Members.

28 17. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and

omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES 1 through 50, acting as the agent, alter ego, servant, joint ventures, co-conspirator, and/or partner for the other, within a common enterprise and legal authority to act on the other's behalf. The acts of any and all Defendants were in accordance with, and represent, the official policy of Defendants.

18. At all relevant times, Defendants, and each of them, acted within the scope of such agency or employment, or ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

19. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, and/or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

CLASS ALLEGATIONS

20. Plaintiff brings this class action pursuant to Code of Civil Procedure section 382 on behalf of herself and all others similarly situated who were injured by Defendants' violations of the Labor Code, Business and Professions Code sections 17200, *et seq.*, and IWC Wage Orders during the Class Period.

21. Plaintiff's proposed Class consists of and is defined as follows:

Class

All current and former non-exempt employees employed by Defendants in the State of California within four years prior to the filing of this action to the date of class certification who were not paid all legal wages.

22. Plaintiff also seeks to certify the following Subclass:

Hours Worked Subclass

All current and former non-exempt employees employed by Defendants in the State of California within four years prior to the filing of this action to the date of class certification who were not paid for all hours worked.

23. Plaintiff also seeks to certify the following Subclass:

Meal Period Subclass

1 All current and former non-exempt employees employed by Defendants in the State of
2 California within four years prior to the filing of this action to the date of class
3 certification who were not provided legally compliant meal periods.

4 24. Plaintiff also seeks to certify the following Subclass:

5 Rest Period Subclass

6 All current and former non-exempt employees employed by Defendants in the State of
7 California within four years prior to the filing of this action to the date of class
8 certification who were not provided legally compliant rest periods.

9 25. Plaintiff also seeks to certify the following Subclass:

10 Waiting Time Subclass

11 All Class Members who separated from their employment with Defendants at any time
12 within three years prior to the filing of this action to the date of class certification.

13 26. Plaintiff also seeks to certify the following Subclass:

14 Unreimbursed Expense Subclass

15 All Class Members who are owed for expenses incurred in the course of scop of
16 employment for necessary business expenditures for the benefit of Defendants at any
17 time within four years prior to the filing of this action to the date of class certification
18 (“Subclass” or “Waiting Time Subclass”).

19 27. Members of the Class and Subclass described above will be collectively referred to as
20 “Class Members.”

21 28. Plaintiff reserves the right to modify or re-define the Class or Subclass, establish
22 additional subclasses, or modify or re-define any class or subclass definition as appropriate based on
23 investigation, discovery, and specific theories of liability.

24 29. There is a well-defined community of interest in this litigation and the proposed Class
25 and Subclass are readily ascertainable.

26 30. **Commonality:** This action has been brought and may properly be maintained as a class
27 action under the California Code of Civil Procedure section 382 because there are common questions
28 of law and fact as to the Class Members that predominate over any questions affecting only individual

members including, but not limited to, the following:

- (a) Whether Defendants paid Plaintiff and Class Members all wages (including minimum, regular, overtime, and double time wages) for all hours worked, including the correct legal minimum wage, overtime, and double overtime rate;
- (b) Whether Defendants paid Plaintiff and Class Members the correct legal wages for all hours worked, including the correct legal minimum wage, overtime and double overtime rate, premium wages, sick pay, and vacation pay when Defendants paid bonuses and/or commissions;
- (c) Whether Defendants paid or vested sick pay wages in accordance with California law;
- (d) Whether Defendants paid or vested PTO wages and pay Class Members all vested PTO upon separation;
- (e) Whether Defendants unlawfully withheld PTO wages at any time during the class period;
- (f) Whether Defendants violated the vacation pay law in California pursuant to Labor Code section 227.3;
- (g) Whether Defendants resort to self-help and withhold or deduct the wages already earned and paid to class member;
- (h) Whether Defendant violated California reporting time pay rules.
- (i) Whether Defendants' rounding policy and practice favored Defendants by systematically undercompensating Plaintiff and Class Members;
- (j) Whether Defendants compensated Plaintiff and Class Members for time spent during rest periods and/or meal periods while under the control of DEFENDANTS during split shifts;
- (k) Whether Defendants paid Plaintiff and Class Members the legal split-shift premium;
- (l) Whether Defendants required Plaintiff and Class Members to work off-the-clock without compensation;
- (m) Whether Defendants required Plaintiff and Class Members to incur business expenses without reimbursement;

- (n) Whether Defendants illegally rounded timekeeping;
- (o) Whether Defendants illegally auto-deducted meal period from time keeping;
- (p) Whether Defendants provided Plaintiff and Class Members with compliant meal periods or paid compensation in lieu thereof;
- (q) Whether Defendants authorized and permitted compliant rest breaks to Plaintiff and Class Members or paid compensation in lieu thereof;
- (r) Whether Defendants paid Plaintiff and Class Members for rest periods or paid compensation in lieu thereof;
- (s) Whether Defendants failed to provide Plaintiff and Class Members with accurate itemized wage statements;
- (t) Whether Defendants failed to timely pay the Plaintiff and Class Members all wages due immediately upon termination or within 72 hours of resignation;
- (u) Whether Defendants' conduct was willful or reckless; and
- (v) Whether Defendants engaged in unfair business practices in violation of Business and Professions Code sections 17200, *et seq.*

31. There is a well-defined community of interest. Further, Plaintiff and Class Members have suffered common injuries as a result of Defendants' systemic employment policies and practices. Looking to Defendants' employment policies and practices, the Court can adjudicate the lawfulness of those policies and practices on a class-wide basis, according to proof, and issue an award to Class Members accordingly. In addition, answers to common questions raised in this Complaint will advance resolution of each individual Class Member's claims.

32. **Numerosity:** The Class Members are so numerous that joinder of all members is impractical. Although the members of the entire Class and Subclass are unknown to Plaintiff at this time, on information and belief, the class is estimated to be greater than 300 individuals.

33. **Ascertainability:** The identities of the Class Members are readily ascertainable by inspection of Defendants' employment and payroll records.

34. **Typicality:** The claims (or defenses, if any) of Plaintiff are typical of the claims of the Class Members because of Defendants' failure to comply with the provisions of California's wage and

hour laws entitled each Class Member to similar pay, benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries sustained by Class Members because they arise out of Plaintiff and are caused by Defendants' common course of conduct as alleged herein.

35. **Adequacy:** Plaintiff will fairly and adequately represent and protect the interests of all Class Members because it is in Plaintiff's best interest to prosecute the claims alleged herein to obtain full compensation and penalties due to Plaintiff and the Class Members. Plaintiff's attorneys, as proposed class counsel, are competent and experienced in litigating large employment class actions and versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred and, throughout the duration of this action, will continue to incur attorneys' fees and costs that have been and will be necessarily expended for the prosecution of this action for the substantial benefit of the Class Members.

36. **Superiority:** The nature of this action makes use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner for the entire Class and Subclass at the same time. If appropriate, this Court can, and is empowered to, fashion methods to efficiently manage this case as a class action.

37. **Public Policy Considerations:** Employers in the State of California violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while affording them privacy protections.

GENERAL ALLEGATIONS

38. **Background:** At all relevant times mentioned herein, Defendants employed Plaintiff and other persons as non-exempt employees at Defendants' locations within California. Defendants are employed in non-exempt positions during employment and continue to employ non-exempt employees within California.

1 39. Plaintiff is informed and believes, and thereon alleges, that at all times herein
2 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who were
3 knowledgeable about California's wage and hour laws, employment and personnel practices, and the
4 requirements of California law.

5 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should
6 have known they had a duty to compensate Plaintiff and Class Members, and Defendants had the
7 financial ability to pay such compensation but willfully, knowingly, and intentionally failed to do so
8 all in order to increase Defendants' profits.

9 41. **Unpaid Wages:** Plaintiff is informed and believes, and thereon alleges, that Defendants
10 knew or should have known that Plaintiff and Class Members were entitled to receive at least
11 minimum, regular, overtime, and double times wages and that they were not receiving minimum,
12 regular, overtime, and double time wages for all work that was required to be performed. During the
13 Class Period, Class Members regularly worked in excess of eight (8) hours in a workday and/or 40
14 hours in a workweek, and double time for all hours worked in excess of 12 hours in a workday. Plaintiff
15 and Class Members were not paid a split shift premium and were required to work shifts which were
16 sufficiently long and were counted as "meal period" and "rest periods." While under the control of
17 Defendants Plaintiff and Class Members remained under the control of Defendant and were not paid
18 the split shift interval. Defendants failed to compensate Plaintiff and Class Members for all hours
19 worked for work performed off-the-clock and for reporting time pay and overtime pay. Defendants
20 failed to pay the appropriate and correct legal wages for bonus pay (i.e., premium pay, sick pay,
21 vacation pay, overtime and double overtime) and vacation pay according to California law. Defendants
22 further violated California law by failing to pay fully vesting PTO and by deducting from wages vested
23 PTO. Defendants illegally resorted to self-help and deducted earned commissions/bonuses and/or PTO
24 in violation of California Law.

25 42. **Unreimbursed Expenses (Personal Cell Phones):** Defendants further failed to
26 reimburse Plaintiff and the Class for reimbursements incurred in the discharge of their duties, for
27 example use of personal cell phones.

28 43. **Meal Period Violations:** Plaintiff is informed and believes, and thereon alleges, that

1 Defendants knew or should have known that Plaintiff and Class Members were entitled to receive a
2 timely, off-duty, uninterrupted 30-minute meal period for every five hours of work, or payment of one
3 additional hour of pay at their regular rate of pay when they did not receive a compliant meal period.
4 During the Class Period, Class Members regularly worked in excess of five (5) and/or 10 hours per
5 workday. In violation of the Labor Code and IWC Wage Orders, Class Members did not receive
6 compliant meal periods. As such, Defendants failed to provide all required meal period, including
7 second meal periods when Plaintiff and Class Members worked in excess of 10 hours per workday.
8 Even though Plaintiff and other Class Members were prevented from taking compliant meal periods,
9 Defendants failed to provide them with premium pay for every non-compliant meal period.

10 **44. Rest Period Violations:** Plaintiff is informed and believes, and thereon alleges,, that
11 Defendants knew or should have known that Plaintiff and Class Members were entitled to receive a
12 ten-minute, off-duty, uninterrupted rest period for every four (4) hours worked, or major fraction
13 thereof, or payment of one (1) additional hour of pay at their regular rate of pay when they were not
14 permitted to take a compliant rest period. During the Class Period, Class Members regularly worked
15 in excess of four (4) hours or major fraction thereof. In violation of the Labor Code and IWC Wage
16 Orders, Class Members were not permitted to take compliant rest breaks, due to Defendants' unlawful
17 policy and practice of aggregating two (2) 15-minute rest breaks and a one (1) hour meal period into
18 a single break. Consequently, Class Members were not authorized or permitted to take rest breaks,
19 including first, second, and third rest breaks. Defendants failed to pay Plaintiff and Class Members
20 one additional hour of pay at their regular rate of pay when they did not receive a compliant rest break.

21 **45. Waiting Time Penalties:** Plaintiff is informed and believes, and thereon alleges, that
22 Defendants knew or should have known that Plaintiff and Waiting Time Subclass Members who
23 separated from their employment with Defendants during the statutory period were entitled to timely
24 payment of all wages due. In violation of the Labor Code, Plaintiff and Waiting Time Class Members
25 did not receive payment of all wages owed upon separation within the permissible time period due to,
26 *inter alia*, Defendants' failure to pay all legal wages, including but not limited to, regular wages,
27 overtime wages, PTO, and meal and rest period premiums to Plaintiff and Class Members.

28 **46. Wage Statement Violations:** Plaintiff is informed and believes, and thereon alleges

1 that Defendants knew or should have known that Plaintiff and Class Members were entitled to receive
2 complete and accurate wage statements. In violation of the Labor Code and IWC Wage Orders,
3 Plaintiff and Class Members were not furnished with complete and accurate wage statements that show
4 all of the information required by Labor Code section 226, including, but not limited to, the gross and
5 net wages earned, the total hours worked, all applicable hourly rates in effect during the pay period,
6 and the corresponding number of hours worked at each hourly rate.

7 **FIRST CAUSE OF ACTION**

8 **(FAILURE TO PAY ALL WAGES)**

9 47. Plaintiff hereby realleges and incorporates by reference all paragraphs above as though
10 fully set forth herein.

11 48. At all times herein relevant, Defendants had a duty to comply with Labor Code sections
12 204 et seq, 206, 227.3 ,510, 1182.12, 1194, 1194.2, 1197, 1198, 2751, 2802 and Bus. & Proof. Code
13 §17200 *et. seq.* the applicable IWC Wage Orders, and all applicable local minimum wage ordinances
14 in effect throughout California.

15 49. Labor Code section 204 and the IWC Wage Orders require timely payment of all wages
16 owed on regularly scheduled paydays at least twice during each calendar month, on days designated
17 in advance by the employer as the regular paydays. All wages earned in excess of the normal work
18 period must be paid no later than the payday for the next regular payroll period.

19 50. Labor Code section 206 provides that in case of a dispute over wages, the employer
20 shall pay, without condition and promptly under the Labor Code all wages conceded due, leaving to
21 the employee all remedies he/she is otherwise entitled to as to any balance claimed.

22 51. The IWC Wage Orders define “hours worked” as “the time during which an employee
23 is subject to the control of an employer and includes all time the employee is suffered or permitted to
24 work, whether or not required to do so” including non-productive time and legal wages when bonuses
25 were paid. Plaintiff and Class Members were also not paid the legal rate for vacation pay or had to
26 forfeit vacation vested hours and were not paid for all compensable travel time hours.

27 52. Plaintiff and Class Members were not paid a split shift premium and were required to
28 work shifts which were sufficiently long and were counted as “meal periods” and “rest periods.”

1 During these long intervals between shifts, Defendants., exercised direct and indirect control of
2 Plaintiff and Class Members and did not pay them for this controlled standby time, for hours worked,
3 and did not pay the split shift premium. Defendants failed to compensate Plaintiff and Class Members
4 for all hours worked for work performed off-the-clock and for reporting time pay, and overtime pay.

5 53. Pursuant to Labor Code § 200, wages include all amounts for labor performed by
6 employees of every description, whether the amount is fixed or ascertained by the standard of time,
7 task, piece, commission basis, or other method of calculation. Labor Code § 204.1 defines
8 commissions as compensation paid to any person for services rendered in the sale of the employer's
9 property or services and based proportionately upon the amount or value thereof. *Keyes Motors v.*
10 *DLSE* (1987) 197 Cal.App.3d 557.

11 54. Defendants further failed to pay the legal rate for rest periods, sick pay, vacation pay,
12 PTO, and premium pay when it paid bonuses.

13 55. Labor Code section 510 and the IWC Wage Orders require that employers pay
14 employees for all overtime hours at a rate of one and one-half times the employee's regular rate of pay
15 for hours worked in excess of eight hours in one workday, 40 hours in one workweek, and after the
16 first eight hours on the seventh consecutive workday in one work week. Labor Code section 510 and
17 the IWC Wage Orders further require that employers pay employees double their regular rate of pay
18 for hours work in excess of 12 hours in a workday and after eight hours on the seventh consecutive
19 workday in one workweek. Labor Code section 510 requires payment of overtime wages at one-and
20 one-half times the "regular rate of pay," including split shift premium pay, reporting time pay, sick
21 pay, and vacation pay.

22 56. Labor Code section 1182.12 sets forth the minimum hourly wage that must be paid to
23 all employees in California for all hours worked. Local minimum wage ordinances may provide higher
24 minimum wage rates that must be paid to employees for all hours worked in those locales where each
25 local ordinance is in effect. Labor Code section 1197 affirms that it is unlawful to pay less than the
26 state or local minimum wage, whichever is higher, for any hour of work.

27 57. Labor Code section 1194 requires that employers pay employees at least the minimum
28 legal wage rate for all hours worked, notwithstanding any agreement to work for a lesser wage. Labor

1 Code section 1194 further authorizes any employee receiving less than the legal minimum wage
2 applicable to the employee to recover in a civil action the unpaid balance of the full amount of wages,
3 along with interest thereon, reasonable attorneys' fees and costs of suit.

4 58. Labor Code section 1194.2 authorizes the recovery of liquidated damages in an amount
5 equal to the wages unlawfully unpaid and interest thereon for unpaid wage violations.

6 59. Labor Code section 1198 prohibits employers from employing for longer hours or less
7 favorable conditions than those set forth in the Labor Code, IWC Wage Orders, or as otherwise set by
8 the Labor Commissioner.

9 60. During the relevant time-period, Defendants failed to pay Plaintiff and Class Members
10 all wages due, including minimum, regular, overtime, and double time wages due to Defendants'
11 unlawful rounding practice, failure to provide compensation for off-the-clock work, and failure to
12 compensate drive time, among other things.

13 61. In violation of California law, Defendants have knowingly and willfully refused to
14 perform their obligations and compensate Class Members for all wages earned as alleged above.

15 62. Defendants' failure to pay Plaintiff and Class Members all earned minimum and regular
16 wages in accordance with Labor Code sections 204, 206, 510, 1182.12, 1194, 1194.2, 1197, 1198, the
17 applicable IWC Wage Orders, and all applicable local minimum wage ordinances in effect throughout
18 California, Plaintiff and Class Members are entitled to recover the full amount of unpaid wages,
19 liquidated damages, prejudgment interest, and statutory penalties, along with attorneys' fees and costs
20 in amounts that will be established at trial.

21 **SECOND CAUSE OF ACTION**

22 **(MEAL PERIOD VIOLATIONS)**

23 63. Plaintiff hereby realleges and incorporates by reference all paragraphs above as though
24 fully set forth herein.

25 64. At all relevant times, Defendants had a duty to comply with Labor Code sections 226.7
26 and 512, and the applicable IWC Wage Orders.

27 65. Labor Code section 512 and the IWC Wage Orders prohibit an employer from
28 employing any person for a work period of more than 5 hours per day without providing the employee

1 with a meal period of not less than 30 minutes (commencing before the employee's fifth hour of work),
2 except that if the total work period per day is no more than 6 hours, the meal period may be waived
3 by mutual consent of the employer and employee. A second meal period of not less than 30 minutes
4 is required if an employee works more than 10 hours per day and must begin before the employee's
5 tenth hour of work, except if the total hours worked is no more than 12 hours, the second meal period
6 may be waived by mutual consent of the employer and employee, but only if the first meal period was
7 not waived. An employer must relieve an employee of all duties during meal periods.

8 66. The applicable IWC Wage Orders state that "[U]nless the employee is relieved of all
9 duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period
10 and counted as time worked."

11 67. Labor Code section 226.7(b) and the IWC Wage Orders prohibit an employer from
12 requiring any employee to work during a meal period mandated by any California statute, regulation,
13 standard or order. If an employer fails to provide an employee with a meal period in accordance with
14 state law, Labor Code section 226.7(c) and the IWC Wage Orders require that the employer pay the
15 employee one additional hour of pay at the employee's regular rate of compensation for each workday
16 that the meal period is noncompliant.

17 68. During the Class Period, Plaintiff and Class Members did not receive compliant meal
18 periods when working more than five (5) and/or 10 hours per day because Defendants provided only
19 one (1) break per workday. As such, Defendants failed to provide Class Members with all required
20 meal periods, including second meal periods.

21 69. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
22 meal period premiums for noncompliant meal periods pursuant to Labor Code section 226.7(b) and
23 the applicable IWC Wage Order.

24 70. As a result of Defendants' failure to provide compliant meal periods and pay meal
25 period premiums to Class Members in accordance with the IWC Wage Orders and Labor Code
26 sections 226.7 and 512, Plaintiff and Class Members suffered and continued to suffer a loss of wages
27 and compensation.

28 71. Because Plaintiff and Class Members were and/or are entitled to such meal periods or

1 “premium pay” in lieu thereof, they are entitled to such payment per shift in an amount according to
2 proof. To the extent that such unpaid premiums are deemed unpaid wages, we will also seek pre- and
3 post-judgment interest as provided by law at 10% per annum, in an amount according to proof.

4 72. Also, pursuant to Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys’
5 fees and costs from Defendants in an amount subject to proof and approved by the Court.

6 **THIRD CAUSE OF ACTION**

7 **(REST PERIOD VIOLATIONS)**

8 73. Plaintiff hereby realleges and incorporates by reference all paragraphs above as though
9 fully set forth herein.

10 74. At all relevant times, Defendants had a duty to comply with Labor Code section 226.7
11 and the applicable IWC Wage Orders.

12 75. The IWC Wage Orders require employers to authorize and permit all employees to take
13 10-minute duty-free rest periods for each four hours worked, or major fraction thereof.

14 76. If an employer fails to provide an employee with a rest period in accordance with
15 California law, Labor Code section 226.7(c) and the IWC Wage Orders require that the employer pay
16 the employee one additional hour of pay at the employee’s regular rate of compensation for each
17 workday that the rest period is noncompliant.

18 77. During the relevant time period, Defendants did not implement a compliant rest break
19 policy or practice by providing only one (1) break per workday. As such, Defendants failed to provide
20 Plaintiff and Class Members with all required rest periods, including second and third rest periods.

21 78. During the relevant time period, Defendants failed to pay Plaintiff and Class Members
22 rest period premiums for noncompliant rest periods pursuant to Labor Code section 226.7(b) and the
23 applicable IWC Wage Order.

24 79. As a result of Defendants’ failure to provide compliant rest periods and pay rest period
25 premiums to Plaintiff and Class Members in accordance with the IWC Wage Orders and Labor Code
26 sections 226.7 and 516, Plaintiff and Class Members suffered and continued to suffer a loss of wages
27 and compensation.

28 80. Because Plaintiff and Class Members were and/or are entitled to such rest periods or

1 “premium pay” in lieu thereof, they are entitled to such payment per shift in an amount according to
2 proof. To the extent such unpaid premiums are deemed unpaid wages, they also seek pre- and post-
3 judgment interest as provided by law at 10% per annum, in an amount according to proof.

4 81. Also, pursuant to Code of Civil Procedure section 1021.5, Plaintiff will seek attorneys’
5 fees and costs from Defendants in an amount subject to proof and approved by the Court.

6 **FOURTH CAUSE OF ACTION**

7 **(FAILURE TO REIMBURSE BUSINESS EXPENSES)**

8 82. Plaintiff incorporates all previous paragraphs of this Complaint as though fully set forth
9 herein.

10 83. Pursuant to Labor Code § 2802, Defendants are required to reimburse Plaintiff for
11 business expenses incurred in the direct consequences of her discharge of her duties for Defendants,
12 including expenses associated with the purchase of equipment, tools and equipment, mileage and other
13 expenses incurred for the benefit of Defendants, and which are reimbursable.

14 84. Within the four years before the filing of this Complaint and continuing until the
15 present time, Plaintiff has been required to incur expenses as a condition of and in the discharge of her
16 employment duties and has thereby incurred expenses for these items.

17 85. Defendant has failed to reimburse Plaintiff for said expenses.

18 **FIFTH CAUSE OF ACTION**

19 **(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS)**

20 86. Plaintiff hereby realleges and incorporates by reference all paragraphs above as though
21 fully set forth herein.

22 87. At all relevant times, Defendants had a duty to comply with Labor Code section 226.

23 88. Labor Code section 226(a) requires that, semimonthly or at the time of each payment
24 of wages, employers must furnish each employee with an accurate itemized wage statement in writing
25 that accurately shows (1) gross wages earned, (2) total number of hours worked, (3) the number of any
26 piece-rate units earned and all applicable piece rates, (4) all deductions made from wages, (5) net
27 wages earned, (6) the inclusive dates of the pay period, (7) the name and last four digits or employment
28 identification number of the employee, (8) the name and address of the legal entity that is the

1 employer, and (9) all applicable hourly rates in effect and the corresponding number of hours worked
2 at each hourly rate. Defendants failed to include all hours worked and accumulated vacation, sick pay
3 and hours worked. Defendant failed to include, among other items, all hours worked, prevailing wage
4 rates and hours dedicated to public works projects, split shifts and record reporting time pay.

5 89. Labor Code section 226(e)(1) authorizes an employee suffering injury as a result of a
6 knowing and intentional failure by an employer to provide an accurate itemized wage statement to
7 recover the greater of all actual damages or \$50 for the initial pay violation and \$100 for each violation
8 in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 per employee, in addition to
9 an award of costs and attorneys' fees.

10 90. During the relevant time period, Defendants have knowingly and intentionally failed
11 to comply with Labor Code section 226(a) on wage statements that were provided to Class Members.
12 The deficiencies include, among other things, Defendants' failure to correctly state the gross and net
13 wages earned, the total hours worked, all applicable hourly rates in effect during the pay period, and
14 the corresponding number of hours worked at each hourly rate.

15 91. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
16 and Class Members have suffered injury and damage to their statutorily protected rights. Specifically,
17 Class Members have been injured by Defendants' intentional violation of California Labor Code
18 section 226(a) because they were denied their legal right to receive accurate itemized wage statements
19 under California Labor Code section 226(a). Plaintiff has had to file this lawsuit in order to determine
20 the extent of the underpayment of wages, thereby causing Plaintiff Class Members to incur expenses.
21 Plaintiff would not have had to engage in these efforts and incur these costs had Defendants provided
22 the accurate wages earned. This has also delayed Plaintiff's ability to demand and recover the
23 underpayment of wages from Defendants.

24 92. Defendants' violations of California Labor Code section 226(a) prevented Class
25 Members from knowing, understanding, and disputing the wages paid to them, and resulted in an
26 unjustified economic enrichment to Defendants. As a result of Defendants' knowing and intentional
27 failure to comply with California Labor Code section 226(a), and Plaintiff Class Members have
28 suffered an injury, and the exact amount of damages and/or penalties is all in an amount to be shown

1 according to proof at trial.

2 93. Plaintiff and Class Members are also entitled to injunctive relief under California Labor
3 Code section 226(h), compelling Defendants to comply with California Labor Code section 226, and
4 seek the recovery of attorneys' fees and costs incurred in obtaining this injunctive relief.

5 **SIXTH CAUSE OF ACTION**

6 **(WAITING TIME PENALTIES)**

7 94. Plaintiff hereby realleges and incorporates by reference all paragraphs above as though
8 fully set forth herein.

9 95. At all relevant times, Defendants had a duty to comply with Labor Code sections 201,
10 202, and 203. Defendants failed to comply with these final paycheck requirements with respect to
11 Plaintiff and Waiting Time Subclass Members.

12 96. Labor Code section 201 requires that if an employer discharges an employee, the wages
13 earned and unpaid at the time of discharge are due and payable immediately.

14 97. Labor Code section 202 requires that if "an employee not having a written contract for
15 a definite period" quits, the employee's wages shall become due and payable no later than 72 hours
16 thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in
17 which case the employee is entitled to his or her wages at the time of quitting.

18 98. Labor Code section 203 provides that if an employer willfully fails to pay, without
19 abatement or reduction, any wages of an employee who is discharged or quits, the wages of the
20 employee shall continue as a penalty from the due date thereof at the same rate until paid or until an
21 action therefor is commenced, but that the wages shall not continue for more than 30 days per
22 employee.

23 99. During the relevant time period, Defendants willfully failed to pay Waiting Time
24 Subclass Members all their earned wages upon termination including, but not limited to, minimum,
25 regular, overtime, and double time compensation, and premium compensation either at the time of
26 discharge or within 72 hours of leaving Defendants' employ.

27 100. As a result of Defendants' failure to timely pay all wages owed to Plaintiff and Waiting
28 Time Subclass Members in accordance with Labor Code sections 201, 202 and 203, Plaintiff and

1 Waiting Time Subclass Members are entitled to recover waiting time penalties, prejudgment interest,
2 attorneys' fees, and costs in amounts that will be established at trial.

3 101. Wherefore, Plaintiff requests relief as hereinafter provided.

4 **SEVENTH CAUSE OF ACTION**

5 **(UNFAIR BUSINESS PRACTICES)**

6 102. Plaintiff hereby realleges and incorporates by reference all paragraphs above as though
7 fully set forth herein.

8 103. Plaintiff brings this claim individually and on behalf of Class Members.

9 104. Business & Professions Code section 17200 ("UCL") prohibits unfair competition in
10 the form of any unlawful, unfair, or fraudulent business act or practice.

11 105. Business and Professions Code section 17204 allows "any person who has suffered
12 injury in fact and has lost money or property as a result of such unfair competition" to prosecute a civil
13 action for violation of the UCL.

14 106. Labor Code section 90.5, subdivision (a) states it is the public policy of California to
15 vigorously enforce minimum labor standards in order to ensure employees are not required to work
16 under substandard and unlawful conditions, and to protect employers who comply with the law from
17 those who attempt to gain competitive advantage at the expense of their workers by failing to comply
18 with minimum labor standards.

19 107. Beginning at an exact date unknown to Plaintiff, but at least since the date four years
20 prior to the filing of this complaint, Defendants have committed acts of unfair competition as defined
21 by the Unfair Business Practices Act, by engaging in the unlawful, unfair, and fraudulent business
22 practices and acts described in this complaint, including, but not limited to, violations of Labor Code
23 sections 201-204, 206, 226, 226.7, 227.3, 351, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198, 17200
24 *et. seq.*, 2802 as well as other statutes.

25 108. The violations of these laws and regulations, as well as violations of fundamental
26 California public policies protecting workers, serve as unlawful predicate acts and practices for
27 purposes of Business and Professions Code sections 17200 *et seq.*

28 109. As a result of these actions, Plaintiff, on information and belief, alleges that Defendants

1 are able to unfairly compete with other comparable companies in the State of California in violation
2 of Business & Professions Code sections 17000 et. seq. and sections 17200 et. seq. Due to these
3 unlawful, unfair, and/or fraudulent business practices, Defendants have gained a competitive
4 advantage over other comparable companies doing business in the State of California.

5 110. The victims of these unlawful, unfair, and/or fraudulent business practices include, but
6 are not limited to, Plaintiff, putative class members, competing cannabis manufacturers in the State of
7 California, and the general public. Plaintiff is informed and believes, and thereon alleges, that
8 Defendants performed the above-mentioned acts with the intent of gaining an unfair competitive
9 advantage and thereby injuring Plaintiff, putative class members, other competitors, and the general
10 public.

11 111. Plaintiff's success in this action will enforce important rights affecting the public
12 interest and public policy. In this regard, Plaintiff sues on behalf of the public as well as on behalf of
13 herself.

14 112. Business and Professions Code sections 17203 provides that a court may make such
15 orders or judgments as may be necessary to prevent the use or employment by any person of any
16 practice which constitutes unfair competition. Injunctive relief is necessary and appropriate to prevent
17 Defendants from repeating their unlawful, unfair, and fraudulent business acts and business practices
18 alleged above.

19 113. Business and Professions Code section 17203 provides that the Court may restore to
20 any person in interest, any money or property that may have been acquired by means of such unfair
21 competition. and the Class are entitled to restitution pursuant to Business and Professions Code section
22 17203 for wages and payments unlawfully withheld from employees, including the fair value of the
23 meal and rest periods and other losses alleged herein, during the four-year period prior to the filing of
24 this complaint. All remedies are cumulative pursuant to Business & Professions Code section 17205.

25 114. Business and Professions Code section 17202 provides: "Notwithstanding section 3369
26 of the Civil Code, specific or preventative relief may be granted to enforce a penalty, forfeiture, or
27 penal law in a case of unfair competition." and Class are entitled to enforce all applicable penalty
28 provisions of the Labor Code pursuant to Business and Professions Code section 17202.

115. Plaintiff requests injunctive relief pursuant to Business & Professions Code section 17203 to enjoin Defendants from continuing the unfair/unlawful business practices alleged herein.

116. Plaintiff herein takes upon enforcement of these laws and lawful claims. There is a financial burden involved in pursuing this action. The action is seeking to vindicate a public right, and it would be against the interests of justice to penalize Plaintiff by forcing Plaintiff to pay attorneys' fees from the recovery in this action. Attorneys' fees are appropriate pursuant to Code of Civil Procedure section 1021.5 and others.

EIGHTH CAUSE OF ACTION

(ENFORCEMENT OF THE PRIVATE ATTORNEYS GENERAL ACT OF 2004)

117. Plaintiff hereby realleges and incorporates by reference all paragraphs above as though fully set forth herein.

118. Under Labor Code § 2699.3(a), a plaintiff may bring a cause of action under PAGA only after giving the LWDA and the employer notice of the Labor Code §§ alleged to have been violated, and after receiving notice from the LWDA of its intention not to investigate or after 65 days have passed without notice from the LWDA.

119. Plaintiff gave written notice of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code § 2699.3. This written notice was provided via certified mail to Defendants and to the LWDA by electronically filing the notice via the Department of Industrial Relations' website on January 10, 2025 ([LWDA-CM-1096017-25](#)).

120. Labor Code § 2699.3(a)(2)(C), "Notwithstanding any other provision of law, a Plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under this part at any time within 60 days of the time periods specified in this part." More than 65 days have passed since Plaintiff submitted his PAGA notice to the LWDA without notice from the LWDA. Accordingly, Plaintiff may amend the Complaint as a matter of right within this 60-day period as specified by Labor Code § 2699.3(a)(2)(C).

121. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be

1 recovered through a civil action brought by an aggrieved employee on behalf of herself and other
2 current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

3 122. For all provisions of the Labor Code except those for which a civil penalty is
4 specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred
5 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred
6 dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which
7 Defendants violated these provisions of the Labor Code.

8 123. Defendant's conduct violates numerous Labor Code §§, including, but not limited to,
9 the following:

- 10 (a) Violation of Labor Code § 510 for failure to pay all hours worked;
- 11 (b) Violation of Labor Code § 510 for failure to pay all regular time wages, and overtime
12 wages;
- 13 (c) Violation of Labor Code §§ 201-204, 210, 510, 558, 1182.12, 1194, 1194.2, 1197,
14 1197.1, and 1198 for failure to timely pay all earned wages (including minimum,
15 regular, overtime wages, bonus, premium, sick pay, vacation pay, reporting time pay,
16 double overtime) owed to Plaintiff and other aggrieved employees during employment
17 and upon separation of employment as herein alleged;
- 18 (d) Violation of Labor Code §§ 226.7, 512, and 558 for failure to provide meal periods to
19 Plaintiff and other aggrieved employees and failure to pay premium wages for missed
20 meal periods as herein alleged;
- 21 (e) Violation of Labor Code §§ 226.7 and 558 for failure to permit rest breaks to Plaintiff
22 and other aggrieved employees and failure to pay premium wages for missed rest
23 periods as herein alleged;
- 24 (f) Violation of Labor Code §§ 226 and 226.3 for failure to provide accurate itemized wage
25 statements to Plaintiff and other aggrieved employees as herein alleged;
- 26 (g) Violation of Labor Code §§ 1174 and 1174.5 for failure to maintain accurate records
27 regarding the employment of Plaintiff and other aggrieved employees as herein alleged;
28 and,
- (h) Violation of Labor Code § 2802 for failing to reimburse Plaintiff and other aggrieved
employees for necessary business expenditures incurred in the discharge of their duties.

124. Further, Labor Code § 558(a) provides "[a]ny employer or other person acting on
behalf of an employer who violates, or causes to be violated, a § of this chapter or any provision
regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject

1 to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid
2 employee for each pay period for which the employee was underpaid . . . (2) For each subsequent
3 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the
4 employee was underpaid.”

5 125. Labor Code § 1197.1 also provides “[a]ny employer or other person acting either
6 individually or as an officer, agent, or employee of another person, who pays or causes to be paid to
7 any employee a wage less than the minimum fixed by an applicable state or local law, or by an order
8 of the commission shall be subject to a civil penalty . . . as follows: (1) For any initial violation that is
9 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period
10 for which the employee is underpaid . . . (2) For each subsequent violation for the same specific
11 offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which
12 the employee is underpaid regardless of whether the initial violation is intentionally committed.

13 126. As set forth above, Defendants have violated numerous provisions of the Labor Code
14 regulating hours and days of work as well as the IWC Wage Orders. Accordingly, Plaintiff also seeks
15 the remedies set forth in Labor Code §§ 558 and 1197.1 for herself, the underpaid employees, and the
16 State of California.

17 127. Plaintiff is an “aggrieved employee” because they were employed by the alleged
18 violators and had one or more of the alleged violations committed against them and therefore is
19 properly suited to represent the interests of all other aggrieved employees.

20 128. Plaintiff has exhausted the procedural requirements under Labor Code § 2699.3 as to
21 Defendants and is therefore able to pursue a claim for penalties on behalf of herself and all other
22 aggrieved employees under PAGA.

23 129. For bringing this action, Plaintiff is entitled to attorney’s fees and costs incurred herein.

24 **PRAYER FOR RELIEF**

25 Plaintiff, individually, on behalf of herself and all others similarly situated and for Aggrieved
26 Employees, prays for relief and judgment against Defendants, jointly and severally, as follows:

- 27 1. For certification of this action as a class action, including certifying the Class and
28 Subclass alleged by Plaintiff;
2. For appointment of Plaintiff as the class representative;
3. For appointment of JOSE GARAY, APLC as class counsel for all purposes;
4. For compensatory damages in an amount according to proof with interest thereon;

5. For economic and/or special damages in an amount according to proof with interest thereon;
6. For vacation pay pursuant to Labor Code section 227.3;
7. For PTO pay including PTO illegally deducted;
8. For expense reimbursements pursuant to Labor Code section 208;
9. For waiting time penalties pursuant to Labor Code section 203;
10. For split-shift premiums, according to proof;
11. For reporting time pay, according to proof;
12. For liquidated damages pursuant to Labor Code section 1194.2;
13. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
14. For restitution to Plaintiff and Class Members of all money and property unlawfully acquired by Defendants through unfair or unlawful business practices pursuant to Business and Professions Code sections 17200 *et seq.*;
15. For an order requiring Defendants to restore and disgorge all funds to each employee acquired by means of any act or practice declared by this Court to be unlawful, unfair, or fraudulent and, therefore, constituting unfair competition under Business and Professions Code sections 17200, *et seq.*;
16. For prejudgment interest on all sums recovered pursuant to Labor Code section 218.6 and Civil Code sections 3287 and 3289;
17. For reasonable attorneys' fees pursuant to the Labor Code sections 226 and 1194, 2802, 2698, *et seq.*, and Code of Civil Procedure section 1021.5;
18. For such other relief as the Court deems just and proper.

Dated: July 18, 2025

JOSE GARAY, APLC



By: _____

Jose R. Garay
Attorneys for Plaintiff

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DEMAND FOR JURY TRIAL

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

Dated: July 18, 2025

JOSE GARAY, APLC



By: _____
Jose R. Garay
Attorneys for Plaintiff



JOSÉ GARAY, APLC
249 E. Ocean Blvd. #814 | Long Beach, CA 90802 | B. 949.208.3400 | Gen F. 562.590.8400
www.garaylaw.com

May 1st, 2025

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE SETION
§2698 et seq.**

VIA ELECTRONIC FILING

LABOR AND WORKFORCE DEVELOPMENT AGENCY

Attn: PAGA Administrator

<https://dir.tfaforms.net/266>

RE: Angeles Amigon v. Hotel Management Group - California, Inc

JOSE GARAY, APLC represents the interests of Ms. ANGELES AMIGON (“Employee” or “Complainant”), who is filing this LWDA/PAGA Notice regarding Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. (“PAGA”) on behalf of herself and other aggrieved employees. Claimant worked for Hotel Management Group - California, Inc at 555 McMurray Rd, Buellton, CA 93427 from October 12th, to Present Date.

HOTEL MANAGEMENT GROUP - CALIFORNIA, INC. (“Employer”) is a company that provides hospitality services to its customers. It employs no less than 200 employees at its location, and it is estimated over 1000 current and former non-exempt employees throughout California.

Ms. Amigon and other aggrieved employees perform the job duties of a non-exempt hourly employee in the personnel files Employer maintains. Employer has violated and continues to violate several California Labor Code provisions, which are listed below. Therefore, Employer is liable for civil penalties under PAGA. Moreover, Employer has been previously sued multiple times and willfully continues to violate the laws of California’s PAGA and Wage & Hour laws.

This correspondence serves as Claimant’ written notice by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the Employer of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code § 2699.3(a)(1). The specific provisions of the Labor Code alleged to have been violated are as follows: Labor Code §§ 98.6, 98.7, 201, 202, 203, 204, 206, 210, 226, 226.3, 226.7, 432, 510, 512, 558, 558.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 2800 - 2802.

- 1. FAILURE TO PAY ALL HOURS WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT-TIME WAGES, AND OVERTIME WAGES**

Employer has engaged in numerous unlawful practices which resulted in the failure to pay Claimant and Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight-time wages, and overtime compensation.

First, Employer regularly required Claimant and other Aggrieved Employees to work off-the-clock to complete their duties and responsibilities. This off-the-clock work included, amongst other things, requiring Claimant and other Aggrieved Employees to: (1) respond to Employer and work-related requests and perform work while clocked out for purported meal breaks; (2) perform work before clocking in for the start of their shift; (3) perform work after clocking out for the end of their shift; and (4) perform work during meal periods. Claimant and other Aggrieved Employees were not compensated for this off-the-clock work, resulting in a failure to pay minimum wages and straight-time wages. Moreover, this off-the-clock work typically caused Claimant and other Aggrieved Employees to work more than eight (8) hours in a day and forty (40) hours in a week, resulting in a failure to pay overtime compensation. The “off the clock work” or “working meal period(s)” was required by Employer.

Second, Employer also failed to accurately record the actual time Claimant and other Aggrieved Employees worked, which resulted in Employer’s failure to pay for all hours worked, including minimum wages, straight-time wages, premium, overtime wages, sick pay, premium pay, bonus pay, and vacation pay.

Finally, and as a matter of policy and/or practice, Employer failed to pay overtime to Claimant and other Aggrieved Employees for the correct legal rate all overtime hours worked based on regular rates of pay including premium pay rates when applicable. Employer also failed to factor non-discretionary bonus pay into the regular rate of pay for Claimant and other Aggrieved Employees.

As a result of the foregoing practices, Employer has failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including non-discretionary bonus pay, minimum wages, straight-time wages, and overtime compensation. Accordingly, Employer violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198. Claimant, for herself and other Aggrieved Employees, will therefore seek PAGA default penalties; penalties pursuant to paragraph (20)(A) of the applicable IWC Wage Order; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys’ fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS:

Employer failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Employer required Claimant and other Aggrieved Employees to work more than five (5) hours per day but did not provide uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employer regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal period after their tenth (10th) hour of work. On the occasions that Claimant and other Aggrieved Employees did take a meal period, their meal periods were frequently interrupted, cut short, and/or

were “working meal periods.” Moreover, Claimant and Aggrieved Employees were not credited with time on task even though they were required to be on call or on standby during meal periods.

Employer’s excessive productivity demands, policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, among other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employer’s management at various levels, affecting all hourly-non-exempt employees, failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employer failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employer failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employer failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employer required Claimant and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during meal periods, which included responding to in-person oral interruptions; and, (7) Employer’s policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on meeting excessive productivity demands and/or completing job requirements over employees’ right to receive timely, uninterrupted, and duty-free meal periods.

Aggrieved Employees were adversely and unlawfully impacted by Employer’s meal period policies which discouraged them from taking legal breaks to meet Employer’s productivity demands requirements.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for missed meal periods as required under California law. Accordingly, Employer violated the applicable IWC Wage Order and California Labor Code sections 226.7(a), 512(a), and 1198.

Claimant, for herself and other Aggrieved Employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; penalties pursuant to paragraph (20)(A) of the applicable IWC Wage Order; California Labor Code sections 226.3, 558, 1197.1, and 1199 penalties; and attorneys’ fees and costs.

3. FAILURE TO PROVIDE REST PERIODS:

Employer failed to authorize and permit Claimant and other Aggrieved Employees from taking legal 10-minute rest periods. Employer required Claimant and other Aggrieved Employees to work through rest periods or to remain on call or to standby to meet productivity requirements related, which were communicated verbally or via cell phones or radios. Claimant and other Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it

was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were never completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employer excessive quotas, policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete, and duty-free rest periods because, among other reasons: (1) Employer did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employer's management at various levels, affecting all hourly-non-exempt warehouse employees, failed and refused to implement and enforce legally compliant rest period policies and practices and instead aggressively pushed Aggrieved Employees to meet excessive quotas; (3) Employer failed to adequately inform and train managers, leads, supervisors and foreman and Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employer failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employer failed to ensure that there was adequate staffing (except to utilize staffing agencies to replace employees who failed to meet production demands) to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employer required Claimant and other Aggrieved Employees to remain on-call and respond to work-related requests at all times, including during rest periods, recovery periods, and meal periods, which included responding to in-person oral interruptions; and, (7) Employer policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing quotas, productivity demands, and other job requirements over the employees' right to receive legal rest periods. Furthermore, Aggrieved Employees were adversely impacted by Employer's meal and rest period policies which discouraged them from taking legal breaks to meet Employer's productivity demands requirements.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the missed rest periods as required under California law. Accordingly, Employer violated the applicable IWC Wage Order and California Labor Code sections 226.7(a), 1198.

Claimant, for herself and other Aggrieved Employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; penalties pursuant to paragraph (20)(A) of the applicable IWC Wage Order; California Labor Code sections 226.3, 558, 1197.1, and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO PROVIDE RECOVERY PERIODS:

Employer failed to provide recovery periods when requested by Aggrieved Employees or pay premium wages when a recovery period was not provided as required by Labor Code § 226.7. Employer in fact discouraged recovery periods and pressured Aggrieved Employees to utilize meal and rest period time as recovery periods and use of bathroom facility time.

When employees required a cooling down period or for any reason related to wellbeing, health and safety, or heat illness prevention, they were discouraged from taking recovery periods. Employer also failed to disclose to Claimant and Aggrieved Employees their right to recovery periods. If Aggrieved Employees complained or did not accede to Employer's unlawful policies,

they were verbally reprimanded, written up negatively for performance, ranked as unproductive or ranked in low quartiles targeted for termination, terminated, and/or adversely impacted by Employer's productivity demands requirements. Furthermore, Employer's facilities are routinely subject to extreme heat/humidity and cold thereby increasing the need for recovery periods which Employer did not permit or provide.

5. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT.

The employer failed to timely pay Complainant and other Aggrieved Employees all wages earned each pay period including, *inter alia*, overtime compensation, straight-time wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code § 204(a).

Claimant, for herself and other Aggrieved Employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

6. FAILURE TO PAY ALL WAGES DUE TO SEPARATED EMPLOYEES.

As to each pay period, Employer failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, overtime compensation, straight-time wages, and meal and rest period premiums. Accordingly, Employer violated California Labor Code § 201(a), 202(a) and 203(a).

Claimant, for herself and other Aggrieved Employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

7. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS.

As a result of the practices described above, the Employer issued inaccurate wage statements to Claimant and other Aggrieved Employees that failed to include the actual hours worked, the name and address of the legal employing entity, and the correct rates of pay. Accordingly, Employer violated California Labor Code § 226(a).

Claimant, for herself and other Aggrieved Employees, will therefore seek PAGA default penalties; penalties pursuant to California Labor Code § 226.3; and attorneys' fees and costs.

8. FAILURE TO MAINTAIN & PROVIDE ACCURATE PAYROLL RECORDS.

Employer failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, rest periods, recovery periods, and/or total daily hours worked, and total hours worked per payroll period. Accordingly, Employer violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d). Employer's illegal and detrimental time rounding policy caused Claimant and other Aggrieved Employees' compensable work time to be improperly recorded, depriving them of their full compensation. These failures also caused Aggrieved Employees to receive sick pay, bonus pay, vacation pay, and premium pay below the lawful rate.

Claimant and on behalf of Aggrieved Employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; penalties pursuant to paragraph (20)(A) of the applicable IWC Wage Order; California Labor Code § 1174.5 penalties; and attorneys' fees and costs. Additionally, Claimant requested her wage statements and payroll records, and they were not provided timely or at all after they were requested pursuant to Labor Code §§ 226, 1198.5.

9. FAILURE TO REIMBURSE NECESSARY EXPENDITURES.

California Labor Code sections 2800 and 2802 require an Employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of her or her job duties or in direct consequence of her or her obedience to the directions of the Employer. The applicable IWC Wage Order requires Employer to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and other Aggrieved Employees incurred necessary business-related expenses and costs that Employer did not fully reimburse. These costs include but are not limited to the use of Claimant and other Aggrieved Employees' personal cell phones to send and receive messages and calls with supervisors to communicate their duties and the scope of work. Aggrieved Employees were also required to purchase items such as uniforms, accessories, and other sundry tools for the benefit of Employer without reimbursement. Accordingly, Employer violated IWC Order No. 5 and California Labor Code sections 2800 and 2802.

Claimant, for herself and other Aggrieved Employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; penalties pursuant to paragraph (20)(A) of the applicable IWC Wage Order; and attorneys' fees and costs.

10. FAILURE TO PAY VACATION TIME.

Pursuant to California Labor Code § 227.3, "[W]henver a contract of employment or Employer policy provides for paid vacations, and an employee is terminated without having taken off her vested vacation time, all vested vacation shall be paid to her as wages at her final rate in accordance with such contract of employment or Employer policy respecting eligibility or time served." During the relevant time period, Employer failed to pay Claimant and other Aggrieved Employees for all earned and unused and accrued vacation time at their final rate of pay at the time of termination of their employment. Accordingly, Employer violated California Labor Code § 227.3.

Claimant, for herself and other Aggrieved Employees, will therefore seek PAGA default penalties pursuant to Labor Code § 2699; California Labor Code § 227 penalties; and attorneys' fees and costs.

Sincerely,



José R. Garay, Esq.
JOSÉ GARAY, APLC

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