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Case #22CV409085
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

ANDRES CEDENO OLIVO, individually,
and on behalf of other members of the
general public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act (“PAGA”),

Plaintiff,

vs.

KHANNA ENTERPRISES GENERAL
PARTNER, an unknown business entity;
KHANNA ENTERPRISES IV LIMITED
PARTNERSHIP, a California limited
partnership; KHANNA
ENTERPRISES - II, LIMITED
PARTNERSHIP, a California limited
partnership; KHANNA ENTERPRISES II,
INC., a California corporation; KHANNA
ENTERPRISES III, INC., a Delaware
corporation; KHANNA ENTERPRISES V
LIMITED PARTNERSHIP, a California
limited partnership; KHANNA
ENTERPRISES VI LP, a Delaware limited
partnership; KHANNA ENTERPRISES,
INC., a California corporation; KHANNA
ENTERPRISES LTD., - III, LP, a
California limited partnership; KHANNA
ENTERPRISES, LTD., A LIMITED
PARTNERSHIP, a California limited
partnership; ASHWIN KHANNA, INC., a

Case No.: 22CV409085

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (2) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (3) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (4) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698,

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California corporation; RAJESH KHANNA, INC., a California corporation; RAVI KHANNA, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

et seq;
(9) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
(10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Andres Cedeno Olivo, individually and on behalf of all other members of the
2 public similarly situated, and as an aggrieved employee and on behalf of all other aggrieved
3 employees, alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt, hourly
9 paid employees and received at least one wage statement and against whom one or more
10 violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision
11 regulating hours and days of work in the applicable Industrial Welfare Commission (“IWC”)
12 Wage Order were committed, as set forth in this complaint. The monetary damages, penalties,
13 and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court
14 and will be established according to proof at trial. This Court has jurisdiction over this action
15 pursuant to the California Constitution, Article VI, section 10. The statutes under which this
16 action is brought do not specify any other basis for jurisdiction. Plaintiff’s share of damages,
17 penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
21 over them by the California courts consistent with traditional notions of fair play and substantial
22 justice. There is no basis for federal diversity jurisdiction in this action because there is no
23 complete diversity, and this case falls within the statutory exceptions to “minimal diversity”
24 jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4). Upon information
25 and belief, two-thirds or more of the class members and Defendants are citizens of California
26 and/or (a) two-thirds of the class members and Defendants are citizens of California; (b) the
27 alleged wage and hour violations occurred in California; (c) significant relief is being sought
28 against Defendants whose violations of California wage and hour laws form a significant basis

1 for Plaintiff's claims; and (d) no other class action has been filed within the past three (3) years
2 on behalf of the same proposed class against Defendants asserting the same or similar factual
3 allegations.

4 3. Venue is proper in this Court, because Defendants employ persons within the
5 County of Santa Clara, and have violated the requirements of the California Labor Code and
6 applicable IWC Wage Order in this county which give rise to the penalties sought in this action.
7 Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the
8 California Labor Code and applicable IWC Wage Order in at least two locations within the
9 County of Santa Clara, including Defendants' hotel locations in San Jose (211 S. 1st Street, San
10 Jose, California 95113; and 302 S. Market Street, San Jose, California 95113). Pursuant to
11 California Civil Code of Procedure section 393, venue is proper for the recovery of a penalty or
12 forfeiture imposed by statute in the county in which the cause, or some part of the cause, arose.
13 Because Defendants have employees in Santa Clara County and Plaintiff could bring this action
14 to recover penalties in Santa Clara County, venue is proper.

15 **THE PARTIES**

16 4. Plaintiff Andres Cedeno Olivo is a resident of Garden Grove, in Orange County,
17 California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from
18 approximately September 2022 to October 2022. Plaintiff worked as a Dishwasher at
19 Defendants' Delta Hotels by Marriott Anaheim Garden Grove hotel location in Garden Grove,
20 California. During his employment, Plaintiff typically worked eight (8) or more hours per day
21 and four (4) or more days per week. Plaintiff's primary job duties included, without limitation,
22 washing dishes and assisting with food preparation.

23 5. KHANNA ENTERPRISES GENERAL PARTNER was and is, upon
24 information and belief, an unknown business entity, and at all times hereinafter mentioned, an
25 employer whose employees are engaged throughout this county and the State of California.

26 6. KHANNA ENTERPRISES IV LIMITED PARTNERSHIP was and is, upon
27 information and belief, a California limited partnership, and at all times hereinafter mentioned,
28 an employer whose employees are engaged throughout this county and the State of California.

1 7. KHANNA ENTERPRISES - II, LIMITED PARTNERSHIP was and is, upon
2 information and belief, a California limited partnership, and at all times hereinafter mentioned,
3 an employer whose employees are engaged throughout this county and the State of California.

4 8. KHANNA ENTERPRISES II, INC. was and is, upon information and belief, a
5 California corporation, and at all times hereinafter mentioned, an employer whose employees
6 are engaged throughout this county and the State of California.

7 9. KHANNA ENTERPRISES III, INC. was and is, upon information and belief, a
8 Delaware corporation, and at all times hereinafter mentioned, an employer whose employees
9 are engaged throughout this county and the State of California.

10 10. KHANNA ENTERPRISES V LIMITED PARTNERSHIP was and is, upon
11 information and belief, a California limited partnership, and at all times hereinafter mentioned,
12 an employer whose employees are engaged throughout this county and the State of California.

13 11. KHANNA ENTERPRISES VI LP was and is, upon information and belief, a
14 Delaware limited partnership, and at all times hereinafter mentioned, an employer whose
15 employees are engaged throughout this county and the State of California.

16 12. KHANNA ENTERPRISES, INC. was and is, upon information and belief, a
17 California corporation, and at all times hereinafter mentioned, an employer whose employees
18 are engaged throughout this county and the State of California.

19 13. KHANNA ENTERPRISES LTD., - III, LP was and is, upon information and
20 belief, a California limited partnership, and at all times hereinafter mentioned, an employer
21 whose employees are engaged throughout this county and the State of California.

22 14. KHANNA ENTERPRISES, LTD., A LIMITED PARTNERSHIP was and is,
23 upon information and belief, a California limited partnership, and at all times hereinafter
24 mentioned, an employer whose employees are engaged throughout this county and the State of
25 California.

26 15. ASHWIN KHANNA, INC. was and is, upon information and belief, a California
27 corporation, and at all times hereinafter mentioned, an employer whose employees are engaged
28 throughout this county and the State of California.

1 16. RAJESH KHANNA, INC. was and is, upon information and belief, a California
2 corporation, and at all times hereinafter mentioned, an employer whose employees are engaged
3 throughout this county and the State of California.

4 17. RAVI KHANNA, INC. was and is, upon information and belief, a California
5 corporation, and at all times hereinafter mentioned, an employer whose employees are engaged
6 throughout this county and the State of California.

7 18. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
8 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the
9 complaint and serve such fictitiously named Defendants once their names and capacities
10 become known.

11 19. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
12 were the partners, agents, owners, or managers of KHANNA ENTERPRISES GENERAL
13 PARTNER; KHANNA ENTERPRISES IV LIMITED PARTNERSHIP; KHANNA
14 ENTERPRISES - II, LIMITED PARTNERSHIP; KHANNA ENTERPRISES II, INC.;
15 KHANNA ENTERPRISES III, INC.; KHANNA ENTERPRISES V LIMITED
16 PARTNERSHIP; KHANNA ENTERPRISES VI LP; KHANNA ENTERPRISES, INC.;
17 KHANNA ENTERPRISES LTD., - III, LP; KHANNA ENTERPRISES, LTD., A LIMITED
18 PARTNERSHIP; ASHWIN KHANNA, INC.; RAJESH KHANNA, INC.; and RAVI
19 KHANNA, INC. at all relevant times.

20 20. Plaintiff is informed and believes, and thereon alleges, that each and all of the
21 acts and omissions alleged herein was performed by, or is attributable to, KHANNA
22 ENTERPRISES GENERAL PARTNER; KHANNA ENTERPRISES IV LIMITED
23 PARTNERSHIP; KHANNA ENTERPRISES - II, LIMITED PARTNERSHIP; KHANNA
24 ENTERPRISES II, INC.; KHANNA ENTERPRISES III, INC.; KHANNA ENTERPRISES V
25 LIMITED PARTNERSHIP; KHANNA ENTERPRISES VI LP; KHANNA ENTERPRISES,
26 INC.; KHANNA ENTERPRISES LTD., - III, LP; KHANNA ENTERPRISES, LTD., A
27 LIMITED PARTNERSHIP; ASHWIN KHANNA, INC.; RAJESH KHANNA, INC.; RAVI
28 KHANNA, INC.; and/or DOES 1 through 10 (collectively, "Defendants" or "KHANNA"), each

1 acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with,
2 each of the other co-Defendants and was acting within the course and scope of such agency,
3 employment, joint venture, or concerted activity with legal authority to act on the others' behalf.
4 The acts of any and all Defendants were in accordance with, and represent, the official policy
5 of Defendants.

6 21. At all relevant times, Defendants, and each of them, ratified each and every act
7 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
8 and abetted the acts and omissions of each and all the other Defendants in proximately causing
9 the damages herein alleged.

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

13 23. Under California law, Defendants are jointly and severally liable as employers
14 for the violations alleged herein because they have each exercised sufficient control over the
15 wages, hours, working conditions, and employment status of Plaintiff and class members. Each
16 Defendant had the power to hire and fire Plaintiff and class members, supervised and controlled
17 their work schedule and/or conditions of employment, determined their rate of pay, and
18 maintained their employment records. Defendants suffered or permitted Plaintiff and class
19 members to work and/or "engaged" Plaintiff and class members so as to create a common-law
20 employment relationship. As joint employers of Plaintiff and class members, Defendants are
21 jointly and severally liable for the civil penalties and all other relief available to Plaintiff and
22 class members under the law.

23 24. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
24 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
25 members because Defendants have:

- 26 (a) jointly exercised meaningful control over the work performed by Plaintiff
27 and class members;
28 (b) jointly exercised meaningful control over Plaintiff's and class members'

wages, hours, and working conditions, including the quantity, quality standards, speed, scheduling, and operative details of the tasks performed by Plaintiff and class members;

(c) jointly required that Plaintiff and class members perform work which is an integral part of Defendants' businesses; and

(d) jointly exercised control over Plaintiff and class members as a matter of economic reality in that Plaintiff and class members were dependent on Defendants, who shared the power to set the wages of Plaintiff and class members and determined their working conditions, and who jointly reaped the benefits from the underpayment of their wages and noncompliance with other statutory provisions governing their employment.

25. Plaintiff is informed and believes, and thereon alleges, that at all relevant times there has existed a unity of interest and ownership between Defendants such that any individuality and separateness between the entities has ceased.

26. KHANNA ENTERPRISES GENERAL PARTNER; KHANNA ENTERPRISES IV LIMITED PARTNERSHIP; KHANNA ENTERPRISES - II, LIMITED PARTNERSHIP; KHANNA ENTERPRISES II, INC.; KHANNA ENTERPRISES III, INC.; KHANNA ENTERPRISES V LIMITED PARTNERSHIP; KHANNA ENTERPRISES VI LP; KHANNA ENTERPRISES, INC.; KHANNA ENTERPRISES LTD., - III, LP; KHANNA ENTERPRISES, LTD., A LIMITED PARTNERSHIP; ASHWIN KHANNA, INC.; RAJESH KHANNA, INC.; RAVI KHANNA, INC.; and DOES 1 through 10 are therefore alter egos of each other.

27. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name KHANNA.

28. Plaintiff further alleges, upon information and belief, that Defendants KHANNA ENTERPRISES GENERAL PARTNER; KHANNA ENTERPRISES IV LIMITED

PARTNERSHIP; KHANNA ENTERPRISES - II, LIMITED PARTNERSHIP; KHANNA ENTERPRISES II, INC.; KHANNA ENTERPRISES III, INC.; KHANNA ENTERPRISES V LIMITED PARTNERSHIP; KHANNA ENTERPRISES VI LP; KHANNA ENTERPRISES, INC.; KHANNA ENTERPRISES LTD., - III, LP; KHANNA ENTERPRISES, LTD., A LIMITED PARTNERSHIP; ASHWIN KHANNA, INC.; RAJESH KHANNA, INC.; and RAVI KHANNA, INC. are alter egos of each other for the following reasons:

(a) On the California Secretary of State's website (<https://bizfileonline.sos.ca.gov/>), KHANNA ENTERPRISES - II, LIMITED PARTNERSHIP; KHANNA ENTERPRISES II, INC.; KHANNA ENTERPRISES III, INC.; KHANNA ENTERPRISES VI LP; KHANNA ENTERPRISES, INC.; KHANNA ENTERPRISES LTD., - III, LP; ASHWIN KHANNA, INC.; and RAVI KHANNA, INC have the same principal and mailing address, which is "2601 MAIN ST[REET,] [SUITE] [#]680, IRVINE, CA 92614";

(b) On the California Secretary of State's website, KHANNA ENTERPRISES IV LIMITED PARTNERSHIP; KHANNA ENTERPRISES V LIMITED PARTNERSHIP; and KHANNA ENTERPRISES, LTD., A LIMITED PARTNERSHIP have the same principal and mailing address, which is "2601 MAIN ST [STE] [#]320, IRVINE, CA 92614";

(c) According to forms filed with the California Secretary of State, KHANNA ENTERPRISES II, INC.; KHANNA ENTERPRISES III, INC.; KHANNA ENTERPRISES, INC.; ASHWIN KHANNA, INC.; RAJESH KHANNA, INC.; and RAVI KHANNA, INC. share common officers, including, but not limited to, Ravi Khanna, Ashwin Khanna, and/or Raj[esh] Khanna;

(d) According to forms filed with the California Secretary of State, KHANNA ENTERPRISES II, INC. is a general partner of KHANNA

1 ENTERPRISES - II, LIMITED PARTNERSHIP; KHANNA
2 ENTERPRISES IV LIMITED PARTNERSHIP; KHANNA
3 ENTERPRISES V LIMITED PARTNERSHIP; KHANNA
4 ENTERPRISES LTD., - III, LP; and KHANNA ENTERPRISES, LTD.,
5 A LIMITED PARTNERSHIP;

6 (e) According to forms filed with the California Secretary of State,
7 KHANNA ENTERPRISES III, INC. is a general partner of KHANNA
8 ENTERPRISES VI LP;

9 (f) On the California Secretary of State's website, KHANNA
10 ENTERPRISES IV LIMITED PARTNERSHIP; KHANNA
11 ENTERPRISES - II, LIMITED PARTNERSHIP; KHANNA
12 ENTERPRISES II, INC.; KHANNA ENTERPRISES III, INC.;
13 KHANNA ENTERPRISES V LIMITED PARTNERSHIP; KHANNA
14 ENTERPRISES VI LP; KHANNA ENTERPRISES, INC.; KHANNA
15 ENTERPRISES LTD., - III, LP; KHANNA ENTERPRISES, LTD., A
16 LIMITED PARTNERSHIP; and RAVI KHANNA, INC. share the same
17 agent for service of process, Ravi Khanna; and

18 (g) On information and belief, KHANNA ENTERPRISES GENERAL
19 PARTNER; KHANNA ENTERPRISES IV LIMITED PARTNERSHIP;
20 KHANNA ENTERPRISES - II, LIMITED PARTNERSHIP; KHANNA
21 ENTERPRISES II, INC.; KHANNA ENTERPRISES III, INC.;
22 KHANNA ENTERPRISES V LIMITED PARTNERSHIP; KHANNA
23 ENTERPRISES VI LP; KHANNA ENTERPRISES, INC.; KHANNA
24 ENTERPRISES LTD., - III, LP; KHANNA ENTERPRISES, LTD., A
25 LIMITED PARTNERSHIP; ASHWIN KHANNA, INC.; RAJESH
26 KHANNA, INC.; and RAVI KHANNA, INC. utilize the same
27 standardized employment forms and issue the same employment policies.

28 ///

GENERAL ALLEGATIONS

29. Defendants manage and operate a collection of upscale hotels, with six (6) locations in California. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in Irvine, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

30. In particular, Plaintiff and class members, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees’ assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee’s time of hire.

31. Upon information and belief, Defendants maintain a centralized Payroll department at their company headquarters in Irvine, California, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations in California, including Plaintiff and class members. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees in California, irrespective of their work locations. Upon information and belief, Defendants process payroll for departing employees in the same manner throughout the State of California, regardless of the manner in which each employee’s employment ends.

32. Defendants continue to employ non-exempt or hourly paid employees in California.

33. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about California labor and wage law, employment and personnel practices, and about the requirements of California law.

1 34. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
2 members were not paid for all hours worked because all hours worked were not recorded.

3 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and class members were entitled to meal periods in accordance
5 with the California Labor Code and applicable IWC Wage Order or payment of one (1)
6 additional hour of pay at their regular rates of pay when they were not provided with timely,
7 uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members were not
8 provided with all meal periods or payment of one (1) additional hour of pay at their regular rates
9 of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

10 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and class members were entitled to rest periods in accordance
12 with the California Labor Code and applicable IWC Wage Order or payment of one (1)
13 additional hour of pay at their regular rates of pay when they were not authorized and permitted
14 to take a compliant rest period. In violation of the California Labor Code, Plaintiff and class
15 members were not authorized and permitted to take compliant rest periods, nor did Defendants
16 provide Plaintiff and class members with payment of one (1) additional hour of pay at their
17 regular rates of pay when they were not authorized and permitted to take a compliant rest period.

18 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and class members were entitled to receive certain wages for
20 overtime compensation and that they were not receiving certain wages for overtime
21 compensation.

22 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and class members were entitled to receive at least minimum
24 wages for compensation and that they were not receiving at least minimum wages for work that
25 was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff and
26 class members were not paid at least minimum wages for work done off-the-clock.

27 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and class members were entitled to receive complete and

1 accurate wage statements in accordance with California law. In violation of the California
2 Labor Code, Plaintiff and class members were not provided complete and accurate wage
3 statements.

4 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that they had a duty to maintain accurate and complete payroll records in
6 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
7 knowingly, and intentionally failed to do so.

8 41. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and class members were entitled to timely payment of all
10 wages earned upon termination of employment. In violation of the California Labor Code,
11 Plaintiff and class members did not receive payment of all wages due, including, but not limited
12 to, overtime wages, minimum wages, and/or meal and rest period premiums, within permissible
13 time periods.

14 42. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and class members were entitled to timely payment of wages
16 during their employment. In violation of the California Labor Code, Plaintiff and class members
17 did not receive payment of all wages, including, but not limited to, overtime wages, minimum
18 wages, and/or meal and rest period premiums, within permissible time periods.

19 43. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and/or class members were entitled to suitable seating and/or
21 were entitled to sit when it did not interfere with the performance of their duties and also have
22 seats nearby to use during a lull in tasks that do require moving about or standing. In violation
23 of California Labor Code applicable IWC Wage Order, Defendants failed to provide Plaintiff
24 and/or class members with suitable seating.

25 44. Plaintiff is informed and believes, and thereon alleges, that at all times herein
26 mentioned, Defendants knew or should have known that Defendants had a duty to provide
27 Plaintiff and class members with written notice of the material terms of their employment with
28 Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

1 45. Plaintiff is informed and believes, and thereon alleges, that at all times herein
2 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
3 and class members for all hours worked, and that Defendants had the financial ability to pay
4 such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
5 represented to Plaintiff and class members that they were properly denied wages, all in order to
6 increase Defendants' profits.

7 **PAGA REPRESENTATIVE ALLEGATIONS**

8 46. At all times herein set forth, PAGA provides that any provision of law under the
9 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
10 collected by the LWDA for violations of the California Labor Code and applicable IWC Wage
11 Order may, as an alternative, be recovered by aggrieved employees in a civil action brought on
12 behalf of themselves and other current or former employees pursuant to procedures outlined in
13 California Labor Code section 2699.3.

14 47. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
15 person who was employed by the alleged violator and against whom one or more of the alleged
16 violations was committed."

17 48. Plaintiff and other current and former employees of Defendants are "aggrieved
18 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current
19 or former employees and one or more of the alleged violations were committed against them.

20 49. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
21 employee, including Plaintiff, may pursue a civil action arising under PAGA after the following
22 requirements have been met:

23 (a) The aggrieved employee or representative shall give written notice by
24 online filing with the LWDA and by certified mail to the employer of the
25 specific provisions of the California Labor Code alleged to have been
26 violated, including the facts and theories to support the alleged violation.

27 (b) An aggrieved employee's notice filed with the LWDA pursuant to
28 2699.3(a) and any employer response to that notice shall be accompanied

1 by a filing fee of seventy-five dollars (\$75).

- 2 (c) The LWDA shall notify the employer and the aggrieved employee or
3 representative by certified mail that it does not intend to investigate the
4 alleged violation (“LWDA Notice”) within sixty (60) calendar days of the
5 postmark date of the aggrieved employee’s notice. Upon receipt of the
6 LWDA Notice, or if no LWDA Notice is provided within sixty-five (65)
7 calendar days of the postmark date of the aggrieved employee’s notice,
8 the aggrieved employee may commence a civil action pursuant to
9 California Labor Code section 2699 to recover civil penalties.

10 50. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
11 through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision
12 other than those listed in Section 2699.5 after the following requirements have been met:

- 13 (a) The aggrieved employee or representative shall give written notice by
14 online filing with the LWDA and by certified mail to the employer of the
15 specific provisions of the California Labor Code alleged to have been
16 violated (other than those listed in Section 2699.5), including the facts
17 and theories to support the alleged violation.
- 18 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
19 2699.3(c) and any employer response to that notice shall be accompanied
20 by a filing fee of seventy-five dollars (\$75).
- 21 (c) The employer may cure the alleged violation within thirty-three (33)
22 calendar days of the postmark date of the notice sent by the aggrieved
23 employee or representative. The employer shall give written notice
24 within that period of time by certified mail to the aggrieved employee or
25 representative and by online filing with the LWDA if the alleged violation
26 is cured, including a description of actions taken, and no civil action
27 pursuant to Section 2699 may commence. If the alleged violation is not
28 cured within the 33-day period, the aggrieved employee may commence

1 a civil action pursuant to Section 2699.

2 51. On January 27, 2023, Plaintiff provided written notice by online filing to the
3 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
4 Code alleged to have been violated, including facts and theories to support the alleged
5 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice
6 was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA
7 PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff
8 PAGA Case Number LWDA-CM-932301-23. A true and correct copy of Plaintiff's written
9 notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

10 52. As of the filing date of this complaint, over 65 days have passed since Plaintiff
11 sent the notice described above to the LWDA, and the LWDA has not responded that it intends
12 to investigate Plaintiff's claims and Defendants have not cured the violations.

13 53. Thus, Plaintiff has satisfied the administrative prerequisites under California
14 Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
15 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
16 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5.

17 54. Labor Code section 558(a) provides "[a]ny employer or other person acting on
18 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
19 provision regulating hours and days of work in any order of the Industrial Welfare Commission
20 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
21 each underpaid employee for each pay period for which the employee was underpaid. . . . (2)
22 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
23 each pay period for which the employee was underpaid. . . ." Labor Code section 558(c)
24 provides "[t]he civil penalties provided for in this section are in addition to any other civil or
25 criminal penalty provided by law."

26 55. Defendants, at all times relevant to this complaint, were employers or persons
27 acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees'
28 rights by violating various sections of the California Labor Code as set forth above.

- (a) Whether Defendants failed to provide Plaintiff and class members with meal periods;
- (b) Whether Defendants failed to authorize and permit Plaintiff and class members to take rest periods;
- (c) Whether Defendants required Plaintiff and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime compensation to Plaintiff and class members;
- (d) Whether Defendants failed to pay Plaintiff and class members at least minimum wages for all hours worked;
- (e) Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);
- (f) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);
- (g) Whether Defendants failed to pay earned overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiff and class members upon their discharge;
- (h) Whether Defendants failed timely to pay overtime wages, minimum wages, and/or meal and rest period premiums due to Plaintiff and class members during their employment;
- (i) Whether Defendants failed to provide Plaintiff and/or class members with suitable seating;
- (j) Whether Defendants failed to provide written notice of information material to Plaintiff's and class members' employment with Defendants;
- (k) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and

- 1 (l) The appropriate amount of damages, restitution, or monetary penalties
2 resulting from Defendants' violations of California law.

3 65. There is a well-defined community of interest in the litigation and the class
4 members are readily ascertainable:

- 5 (a) Numerosity: The class members are so numerous that joinder of all
6 members would be unfeasible and impractical. The membership of the
7 entire class is unknown to Plaintiff at this time; however, the class is
8 estimated to be greater than one hundred (100) individuals and the
9 identity of such membership is readily ascertainable by inspection of
10 Defendants' employment records.
- 11 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
12 the interests of each class member with whom he has a well-defined
13 community of interest, and Plaintiff's claims (or defenses, if any) are
14 typical of all class members as demonstrated herein.
- 15 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
16 the interests of each class member with whom he has a well-defined
17 community of interest and typicality of claims, as demonstrated herein.
18 Plaintiff acknowledges that he has an obligation to make known to the
19 Court any relationship, conflicts or differences with any class member.
20 Plaintiff's attorneys, the proposed class counsel, are versed in the rules
21 governing class action discovery, certification, and settlement. Plaintiff
22 has incurred, and throughout the duration of this action, will continue to
23 incur costs and attorneys' fees that have been, are, and will be necessarily
24 expended for the prosecution of this action for the substantial benefit of
25 each class member.
- 26 (d) Superiority: The nature of this action makes the use of class action
27 adjudication superior to other methods. A class action will achieve
28 economies of time, effort, and expense as compared with separate

1 lawsuits, and will avoid inconsistent outcomes because the same issues
2 can be adjudicated in the same manner and at the same time for the entire
3 class.

4 (e) Public Policy Considerations: Employers in the State of California
5 violate employment and labor laws every day. Current employees are
6 often afraid to assert their rights out of fear of direct or indirect retaliation.
7 Former employees are fearful of bringing actions because they believe
8 their former employers might damage their future endeavors through
9 negative references and/or other means. Class actions provide the class
10 members who are not named in the complaint with a type of anonymity
11 that allows for the vindication of their rights while simultaneously
12 protecting their privacy.

13 **FIRST CAUSE OF ACTION**

14 **Violations of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period**

15 **Violations**

16 **(Against all Defendants)**

17 66. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
18 and every allegation set forth above.

19 67. At all relevant times herein set forth, California Labor Code section 512(a)
20 provides that an employer may not require, cause, or permit an employee to work for a period
21 of more than five (5) hours per day without providing the employee with a meal period of not
22 less than thirty (30) minutes, except that if the total work period per day of the employee is not
23 more than six (6) hours, the meal period may be waived by mutual consent of both the employer
24 and the employee. Under California law, first meal periods must start after no more than five
25 hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

26 68. At all relevant times herein set forth, California Labor Code sections 226.7,
27 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
28 meal period mandated by an applicable order of the IWC.

1 69. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a), and
2 the applicable IWC Wage Order also require employers to provide a second meal period of not
3 less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
4 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
5 hours worked is no more than twelve (12) hours, the second meal period may be waived by
6 mutual consent of the employer and the employee only if the first meal period was not waived.

7 70. During the relevant time period, Defendants had, and continue to have, a
8 company-wide policy and/or practice of understaffing their locations while assigning heavy
9 workloads, resulting in a failure to provide Plaintiff and class members with adequate meal
10 period coverage. As a result of this lack of meal period coverage, Plaintiff and class members
11 were not always afforded uninterrupted 30-minute meal periods during shifts when they were
12 entitled to receive a meal period. Additionally, Defendants, on a company-wide basis, had a
13 practice of failing to schedule meal periods which, in conjunction with the assignment of heavy
14 workloads, further caused Plaintiff and class members to not be relieved of their duties for
15 compliant meal periods. Thus, Plaintiff's and class members' meal periods were missed or
16 interrupted to complete their assigned workloads.

17 71. As a result, Plaintiff and class members had to work through all or part of their
18 meal periods, had their meal periods interrupted, and/or had to wait extended periods of time
19 before taking meal periods. For example, approximately 2-3 times per week, Plaintiff worked
20 through his meal periods in order to meet the hotel's customer demand and to complete his
21 assigned workload. When he was able to take a meal period, Plaintiff's meal periods were taken
22 late, after having worked in excess of five (5) hours into his shift, or were interrupted by
23 Defendants' managers requiring that he return to the kitchen to assist with food preparation.

24 72. Further, on information and belief, because Defendants frowned upon employees
25 accruing meal period penalties, Defendants' managers pressured Plaintiff and class members to
26 clock out for meal periods to reflect compliant meal periods, even when they did not receive a
27 compliant meal period. Furthermore, Defendants' company-wide timekeeping system
28 prevented Plaintiff and class members from recording when their meal periods were shortened

1 or interrupted, because the system locked out Plaintiff and class members once they clocked out
2 for a meal period, and would not permit them to clock back in from a meal period before 30
3 minutes had elapsed. Plaintiff and class members did not sign valid meal period waivers on
4 days that they were entitled to meal periods and were not relieved of all duties.

5 73. At all times herein mentioned, Defendants knew or should have known that, as a
6 result of these policies, Plaintiff and class members were prevented from being relieved of all
7 duties and required to perform some of their assigned duties during meal periods. Defendants
8 further knew or should have known that Defendants did not pay Plaintiff and class members
9 meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

10 74. Moreover, Defendants engaged in a company-wide practice and/or policy of not
11 paying all meal period premiums owed when compliant meal periods are not provided. Because
12 of this practice and/or policy, Plaintiff and class members have not received premium pay for
13 missed, late, and interrupted meal periods. As a result, Defendants failed to provide Plaintiff
14 and class members compliant meal periods in violation of California Labor Code sections 226.7,
15 512(a), and 516 and failed to pay the full meal period premiums due.

16 75. Defendants' conduct violates the applicable IWC Wage Order, and California
17 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
18 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
19 rate of compensation for each work day that the meal period was not provided.

20 **SECOND CAUSE OF ACTION**

21 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 22 **(Against all Defendants)**

23 76. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
24 and every allegation set forth above.

25 77. At all relevant times herein set forth, the applicable IWC Wage Order and
26 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class
27 members' employment by Defendants.

28 78. At all relevant times, the applicable IWC Wage Order provides that "[e]very

1 employer shall authorize and permit all employees to take rest periods, which insofar as
2 practicable shall be in the middle of each work period” and that the “rest period time shall be
3 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
4 hours or major fraction thereof” unless the total daily work time is less than three and one-half
5 (3 ½) hours.

6 79. At all relevant times, California Labor Code section 226.7 provides that no
7 employer shall require an employee to work during any rest period mandated by an applicable
8 order of the California IWC. To comply with its obligation to authorize and permit rest periods
9 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
10 must “relinquish any control over how employees spend their break time, and relieve their
11 employees of all duties—including the obligation that an employee remain on call. A rest
12 period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
13 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California Labor Code
14 section 226.7(c), Plaintiff and class members are entitled to recover from Defendants one (1)
15 additional hour of pay at their regular rates of pay for each work day that a required rest period
16 was not authorized and permitted.

17 80. During the relevant time period, Defendants regularly failed to authorize and
18 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
19 period worked or major fraction thereof. As with meal periods, Defendants’ company-wide
20 practices, including understaffing and the assignment of heavy workloads, prevented Plaintiff
21 and class members from being relieved of all duty to take rest periods. Additionally, Defendants
22 failed to schedule rest periods, which, coupled with Defendants’ failure to provide adequate rest
23 period coverage, further led to Plaintiff and class members not being authorized and permitted
24 to take rest periods.

25 81. Furthermore, upon information and belief, Defendants maintained and
26 implemented a company-wide on-premises rest period policy, which effectively required that
27 Plaintiff and class members remain on the premises during their rest periods. Because Plaintiff
28 and class members were restricted from leaving Defendants’ premises during rest periods, they

1 were denied the ability to use their rest periods freely for their own purposes, such as completing
2 personal errands. Thus, Defendants effectively maintained control over Plaintiff and class
3 members during rest periods.

4 82. As a result of Defendants' practices and policies, Plaintiff and class members
5 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
6 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
7 Plaintiff had to forego his rest periods because of the lack of coverage and Defendants'
8 expectation for all employees to work through their rest periods.

9 83. Defendants have also engaged in a company-wide practice and/or policy of not
10 paying rest period premiums owed when compliant rest periods are not authorized and
11 permitted. Because of this practice and/or policy, Plaintiff and class members have not received
12 premium pay for all missed rest periods.

13 84. Defendants' conduct violates the applicable IWC Wage Order and California
14 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
15 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
16 compensation for each work day that a compliant rest period was not authorized and permitted.

17 **THIRD CAUSE OF ACTION**

18 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime** 19 **(Against all Defendants)**

20 85. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
21 and every allegation set forth above.

22 86. Labor Code section 1198 makes it illegal to employ an employee under
23 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
24 Code section 1198 requires that ". . . the standard conditions of labor fixed by the commission
25 shall be the . . . standard conditions of labor for employees. The employment of any employee
26 . . . under conditions of labor prohibited by the order is unlawful."

27 87. California Labor Code section 1198 and the applicable IWC Wage Order provide
28 that it is unlawful to employ persons without compensating them at a rate of pay either time-

1 and-one-half or two-times that person's regular rate of pay, depending on the number of hours
2 worked by the person on a daily or weekly basis.

3 88. Specifically, the applicable IWC Wage Order provides that Defendants are and
4 were required to pay Plaintiff and class members working more than eight (8) hours in a day or
5 more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours
6 worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

7 89. The applicable IWC Wage Order further provides that Defendants are and were
8 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
9 overtime compensation at a rate of two (2) times their regular rate of pay. An employee's
10 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
11 employee, including nondiscretionary bonuses and incentive pay.

12 90. California Labor Code section 510 codifies the right to overtime compensation
13 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
14 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
15 (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for
16 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
17 the seventh (7th) day of work.

18 91. During the relevant time period, Defendants willfully failed to pay all overtime
19 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and class
20 members were not paid overtime premiums for all of the hours they worked in excess of eight
21 (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours
22 in a week, because all hours worked were not recorded.

23 92. As set forth above, Defendants' company-wide policy and/or practice of
24 understaffing their locations while assigning heavy workloads, resulted in a failure to provide
25 Plaintiff and class members with adequate meal period coverage because there were too few
26 employees on duty to handle the workload and attend to customers. Because Defendants did
27 not employ or staff a sufficient number of employees to meet customer demand, there was no
28 one available to relieve employees needing meal period coverage, and Plaintiff and class

1 members were not always afforded uninterrupted 30-minute meal periods during shifts when
2 they were entitled to receive a meal period. Moreover, as also stated, Defendants had a practice
3 of failing to schedule meal periods, which further caused Plaintiff and class members to not be
4 relieved of their duties for compliant meal periods. Consequently, Plaintiff and class members
5 were required to work through and/or had their unpaid meal periods interrupted in order to
6 complete their assigned duties and handle customer demand, time for which they were not paid.

7 93. Further, as stated, on information and belief, because Defendants frowned upon
8 employees accruing meal period penalties, Defendants' managers pressured Plaintiff and class
9 members to clock out for meal periods to reflect compliant meal periods, even when they did
10 not receive a compliant meal period. In addition, as stated, Defendants' timekeeping system
11 prevented Plaintiff and class members from recording all hours worked when their meal periods
12 were shortened or interrupted, because the system locked out Plaintiff and class members once
13 they clocked out for a meal period, and would not permit them to clock back in from a meal
14 period before 30 minutes had elapsed. For example, Plaintiff's meal periods were sometimes
15 interrupted or cut short in order to assist customers when the kitchen was busy, but he was
16 unable to clock back in until 30 minutes had elapsed. Thus, Defendants did not record all hours
17 worked during meal periods and Plaintiff and class members performed work during meal
18 periods for which they were not paid.

19 94. Defendants knew or should have known that as a result of these company-wide
20 practices and/or policies, Plaintiff and class members were performing their assigned duties off-
21 the-clock during meal periods, and were suffered or permitted to perform work for which they
22 were not paid. Because Plaintiff and class members sometimes worked shifts of eight (8) hours
23 or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for
24 overtime premium pay. Therefore, Plaintiff and class members were not paid overtime wages
25 for all of the overtime hours they actually worked.

26 95. Defendants' failure to pay Plaintiff and class members the balance of overtime
27 compensation as required by California law, violates the provisions of California Labor Code
28 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class

1 members are entitled to recover from Defendants their unpaid overtime compensation, as well
2 as interest, costs, and attorneys' fees.

3 **FOURTH CAUSE OF ACTION**

4 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid**
5 **Minimum Wages**
6 **(Against all Defendants)**

7 96. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
8 and every allegation set forth above.

9 97. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
10 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
11 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
12 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as “the
13 time during which an employee is subject to the control of an employer, and includes all the
14 time the employee is suffered or permitted to work, whether or not required to do so.” Cal.
15 Code Regs. tit. 8, § 11050(2)(K) (defining “Hours Worked”).

16 98. As set forth above, due to Defendants' policies and/or practices of understaffing
17 their locations while assigning heavy workloads and failing to schedule meal periods, Plaintiff
18 and class members were impeded from taking all uninterrupted meal periods to which they were
19 entitled and were required to work off-the-clock during meal periods, have their meal periods
20 interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.
21 Moreover, as stated, in order to prevent employees from accruing meal period penalties, upon
22 information and belief, Defendants' managers pressured employees to clock out for meal
23 periods, even when meal periods were missed, short, and/or interrupted to reflect compliant
24 meal periods. Furthermore, as stated, Defendants systematically failed to pay Plaintiff and class
25 members for actual hours worked during unpaid meal periods, because Defendants'
26 timekeeping system locked out Plaintiff and class members for 30 minutes when they clocked
27 out for a meal period. Thus, Defendants systematically failed to pay Plaintiff and class members
28 for actual hours worked during unpaid meal periods because these hours were not always

1 correctly recorded.

2 99. Defendants did not pay minimum wages for all hours worked by Plaintiff and
3 class members. To the extent that these off-the-clock hours did not qualify for overtime
4 premium payment, Defendants did not pay at least minimum wages for those hours worked off-
5 the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

6 100. Defendants' failure to pay Plaintiff and class members minimum wages violates
7 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California
8 Labor Code section 1194.2, Plaintiff and class members are entitled to recover from Defendants
9 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

10 **FIFTH CAUSE OF ACTION**

11 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 12 **Statements and Failure to Maintain Accurate Payroll Records** 13 **(Against all Defendants)**

14 101. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
15 and every allegation set forth above.

16 102. At all relevant times herein set forth, California Labor Code section 226(a)
17 provides that every employer shall furnish each of his or her employees an accurate and
18 complete itemized wage statement in writing, including, but not limited to, the name and address
19 of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked,
20 and all applicable rates of pay.

21 103. At all relevant times, Defendants have knowingly and intentionally provided
22 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For
23 example, Defendants issued uniform wage statements to Plaintiff and Subclass members that
24 fail to correctly list: gross wages earned; total hours worked; net wages earned; and all
25 applicable hourly rates in effect during the pay period, including rates of pay for overtime
26 wages, and the corresponding number of hours worked at each hourly rate. Specifically,
27 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

28 104. Because Defendants did not record the time Plaintiff and Subclass members spent

1 working off the clock and deducted time from their records for meal periods that were
2 interrupted and/or missed (and therefore time for which they should have been paid),
3 Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and
4 Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same reason,
5 Defendants failed to accurately list the total number of hours worked by Plaintiff and Subclass
6 members, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay
7 in effect during the pay period and the corresponding accurate number of hours worked at each
8 hourly rate, in violation of section 226(a)(9).

9 105. The wage statement deficiencies also include, among other things, failing to list
10 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
11 piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for
12 which employees were paid; failing to list the name of the employee and only the last four digits
13 of his or her social security number or an employee identification number other than a social
14 security number; the name and address of the legal entity that is the employer; and/or failing to
15 state all hours worked as a result of not recording or stating the hours worked off-the-clock.

16 106. California Labor Code section 1174(d) provides that “[e]very person employing
17 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
18 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
19 plants or establishments at which employees are employed, payroll records showing the hours
20 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
21 applicable piece rate paid to, employees employed at the respective plants or
22 establishments. . . .” At all relevant times, and in violation of Labor Code section 1174(d),
23 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
24 members showing the daily hours they worked and the wages paid thereto as a result of failing
25 to record the off-the-clock hours that they worked.

26 107. California Labor Code section 1198 provides that the maximum hours of work
27 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
28 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment

1 of any employees for longer hours than those fixed by the order or under conditions of labor
2 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
3 are required to keep accurate time records showing when the employee begins and ends each
4 work period and meal period. During the relevant time period, Defendants engaged in company-
5 wide practices and/or policies of failing to record actual hours worked, and thereby failed to
6 keep accurate records of work period and meal period start and stop times for Plaintiff and
7 Subclass members, in violation of section 1198.

8 108. Plaintiff and Subclass members are entitled to recover from Defendants the
9 greater of their actual damages caused by Defendants’ failure to comply with California Labor
10 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
11 employee.

12 **SIXTH CAUSE OF ACTION**

13 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 14 **Termination** 15 **(Against all Defendants)**

16 109. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
17 and every allegation set forth above.

18 110. This cause of action is dependent upon, and wholly derivative of, the overtime
19 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
20 Plaintiff and those class members no longer employed by Defendants upon their termination.

21 111. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
22 that if an employer discharges an employee, the wages earned and unpaid at the time of
23 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
24 her employment, his or her wages shall become due and payable not later than seventy-two (72)
25 hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his
26 or her intention to quit, in which case the employee is entitled to his or her wages at the time of
27 quitting.

28 112. Defendants willfully failed to pay Plaintiff and class members who are no longer

1 employed by Defendants the earned and unpaid wages set forth above, including but not limited
2 to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time
3 of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

4 113. Defendants' failure to pay Plaintiff and class members who are no longer
5 employed by Defendants their wages earned and unpaid at the time of discharge, or within
6 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
7 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
8 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
9 thirty (30) day maximum pursuant to California Labor Code section 203.

10 SEVENTH CAUSE OF ACTION

11 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During** 12 **Employment** 13 **(Against all Defendants)**

14 114. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
15 and every allegation set forth above.

16 115. This cause of action is dependent upon, and wholly derivative of, the overtime
17 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
18 Plaintiff and class members during their employment.

19 116. At all times relevant herein set forth, Labor Code section 204 provides that all
20 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
21 days, inclusive, of any calendar month, other than those wages due upon termination of an
22 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
23 the month during which the labor was performed. Labor Code section 204 further provides that
24 all wages earned by any person in any employment between the sixteenth (16th) and the last
25 day, inclusive, of any calendar month, other than those wages due upon termination of an
26 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
27 month.

28 117. At all times relevant herein, Labor Code section 204 provides that all wages

1 earned for labor in excess of the normal work period shall be paid no later than the payday for
2 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
3 204 provides that the requirements of this section are deemed satisfied by the payment of wages
4 for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7)
5 calendar days following the close of the payroll period.

6 118. During the relevant time period, Defendants willfully failed to pay Plaintiff and
7 class members all wages due including, but not limited to, overtime wages, minimum wages,
8 and/or meal and rest period premiums, within the time periods specified by California Labor
9 Code section 204.

10 119. Defendants' failure to pay Plaintiff and class members all wages due violates
11 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from
12 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

13 **EIGHTH CAUSE OF ACTION**

14 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

15 **(Against all Defendants)**

16 120. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
17 and every allegation set forth above.

18 121. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
19 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
20 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 510, 512(a),
21 1174(d), 1194, 1197, 1197.1, and 1198. Labor Code section 2699.3(c) permits aggrieved
22 employees, including Plaintiff, to recover civil penalties for violations of those Labor Code
23 sections not found in section 2699.5, including sections 516, 1182.12, and 2810.5.

24 122. Defendants' conduct, as alleged herein, violates numerous sections of the
25 California Labor Code, including, but not limited to, the following:

- 26 (a) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
27 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
28 and other aggrieved employees with meal periods, as alleged herein;

- (b) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiff and other aggrieved employees to take rest periods, as alleged herein;
- (c) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with all required overtime pay, as alleged herein;
- (d) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with at least minimum wages for all hours worked, as alleged herein;
- (e) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other aggrieved employees, as alleged herein;
- (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as alleged herein;
- (g) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as alleged herein;
- (h) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as alleged herein;
- (i) Violation of Labor Code section 1198 and the applicable IWC Wage Order for failing to provide suitable seating to other aggrieved employees, as set forth below;
- (j) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to provide written notice of information material to Plaintiff's and other aggrieved employees' employment with Defendants, as set forth below.

123. At all relevant times herein, California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC

1 Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of
2 labor fixed by the commission shall be the . . . standard conditions of labor for employees. The
3 employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

4 124. California Code of Regulations, Title 8, section 11050(14)(A) provides that “[a]ll
5 working employees shall be provided with suitable seats when the nature of the work reasonably
6 permits the use of seats.”

7 125. Defendants’ California hotels are generally similar in their layout and design and
8 there was, and continues to be, space behind host stands and/or front desk, registration desk,
9 and concierge desk areas to allow for the presence and use of a seat or stool by other aggrieved
10 employees (with reasonable or no modification to these work areas) during the performance of
11 their work duties. Defendants could have provided other aggrieved employees with a seat or
12 stool at their host stands and/or the front desks, registration desks, and concierge desks, but
13 instead denied them seating and forced other aggrieved employees to stand throughout the day.

14 126. Other aggrieved employees spent a portion of their day behind or at these host
15 stands and/or front desk, registration desk, and concierge desk areas. The nature of the work of
16 an employee performing host duties and/or front desk, registration desk, and concierge duties
17 can reasonably be accomplished from a seated position. However, Defendants systematically,
18 and on a company-wide basis, do not provide seats or stools at or near the host stands and/or
19 front desk, registration desk, and concierge desk areas, forcing other aggrieved employees to
20 stand throughout their work shifts.

21 127. Defendants violated California Labor Code section 1198 and California Code of
22 Regulations, Title 8, section 11050(14)(A), because other aggrieved employees were not
23 allowed to sit, even when it would not have interfered with the performance of their duties, nor
24 were they provided with suitable seats. Defendants’ management did not inform other
25 aggrieved employees that they were allowed to sit down, provide any means for them to sit own,
26 or mention any policy regarding sitting.

27 128. As a result of Defendants’ company-wide policy and/or practice of prohibiting
28 employees from sitting during their shifts and company-wide failure to provide suitable seating,

1 other aggrieved employees were forced to stand during shifts and denied seats. Defendants’
2 failure to provide suitable seating to other aggrieved employees violated and continues to violate
3 California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 14(A).
4 Other aggrieved employees are therefore entitled to recover civil penalties pursuant to Labor
5 Code sections 2699(a), (f), and (g).

6 129. California Code of Regulations, Title 8, section 11050 subdivision 14(B)
7 provides that “[w]hen employees are not engaged in the active duties of their employment and
8 the nature of the work requires standing, an adequate number of suitable seats shall be placed
9 in reasonable proximity to the work area and employees shall be permitted to use such seats
10 when it does not interfere with the performance of their duties.”

11 130. During the relevant time period, Defendants violated California Labor Code
12 section 1198 and California Code of Regulations, Title 8, section 11050(14)(B), because other
13 aggrieved employees were not allowed to sit, even during lulls in their work duties, nor were
14 they provided with suitable seats in reasonable proximity to their work areas.

15 131. Defendants’ California hotels are generally similar in their layout and design and
16 there was, and continues to be, space near their work areas (with reasonable or no modification
17 to these work areas) to allow for the presence and use of a seat or stool by other aggrieved
18 employees during lulls in operation. Defendants could have provided other aggrieved
19 employees with a seat or stool in their work areas, but instead denied other aggrieved employees
20 suitable seating altogether and effectively forced other aggrieved employees to stand throughout
21 the day.

22 132. Defendants did not provide other aggrieved employees with seats or stools in
23 reasonable proximity to their work areas to allow them to use seats when it would not interfere
24 with the performance of their duties for times when they were not engaged in active duties that
25 require standing. In other words, to the extent other aggrieved employees engaged in duties in
26 which the nature of the work required standing, Defendants denied them the use of seats nearby
27 during lulls in their work duties. Moreover, Defendants did not inform other aggrieved
28 employees of their rights to a seat or stool under California law.

1 133. As a result of Defendants' company-wide policy and/or practice of prohibiting
2 employees from sitting at any time, even when they were not engaged in active duties requiring
3 standing, and company-wide failure to provide seats in reasonable proximity to their work areas,
4 other aggrieved employees were forced to stand during shifts and denied seats. Defendants'
5 failure to provide suitable seating to other aggrieved employees violated and continues to violate
6 California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 14(B).
7 Other aggrieved employees are therefore entitled to recover civil penalties pursuant to Labor
8 Code sections 2699(a), (f), and (g).

9 134. At all relevant times herein, California's Wage Theft Prevention Act was enacted
10 to ensure that employers provide employees with basic information material to their
11 employment relationship at the time of hiring, and to ensure that employees are given written
12 and timely notice of any changes to basic information material to their employment. Codified
13 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
14 time of hiring, an employer must provide written notice to employees containing basic and
15 material payroll information, including, among other things, the rate(s) of pay and basis thereof,
16 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including
17 any rates for overtime, the regular payday designated by the employer, and any allowances
18 claims as part of the minimum wage, including meal or lodging allowances. Labor Code
19 § 2810.5(a)(1)(A)-(C).

20 135. At all relevant times, on information and belief, Defendants failed, on a
21 company-wide basis, to provide written notice to Plaintiff and other aggrieved employees that
22 lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants'
23 failure to provide Plaintiff and other aggrieved employees with written notice of basic
24 information regarding their employment with Defendants is in violation of Labor Code section
25 2810.5. Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties
26 pursuant to Labor Code sections 2699(a), (f), and (g).

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1 **NINTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

3 **Unlawful Business Practices**

4 **(Against all Defendants)**

5 136. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 137. Defendants are “persons” as defined by California Business & Professions Code
8 section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or
9 associations.

10 138. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
11 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
12 suffered injury in fact and has lost money as a result of Defendants’ unlawful business practices.
13 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of
14 Code of Civil Procedure section 1021.5.

15 139. Defendants’ activities, as alleged herein, are violations of California law, and
16 constitute unlawful business acts and practices in violation of California Business & Professions
17 Code sections 17200, *et seq.*

18 140. A violation of California Business & Professions Code sections 17200, *et seq.*
19 may be predicated on the violation of any state or federal law. In the instant case, Defendants’
20 policies and practices have violated state law in at least the following respects:

- 21 (a) Failing to provide uninterrupted meal periods to Plaintiff and class
22 members in violation of California Labor Code sections 226.7, 512(a),
23 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- 24 (b) Failing to authorize and permit Plaintiff and class members to take
25 uninterrupted rest periods in violation of California Labor Code sections
26 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged
27 herein;
- 28 (c) Requiring non-exempt, hourly paid employees, including Plaintiff and

1 class members, to work overtime without paying them proper
2 compensation in violation of California Labor Code sections 510 and
3 1198, and the applicable IWC Wage Order, as alleged herein;

4 (d) Failing to pay at least minimum wage to Plaintiff and class members in
5 violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1,
6 and 1198, and the applicable IWC Wage Order, as alleged herein;

7 (e) Failing to provide Plaintiff and class members with accurate wage
8 statements and failing to maintain accurate payroll records in violation of
9 California Labor Code sections 226(a), 1174(d), and 1198, and the
10 applicable IWC Wage Order, as alleged herein;

11 (f) Failing timely to pay all earned wages to Plaintiff and class members in
12 violation of California Labor Code section 204, as alleged herein; and

13 (g) Failing to provide written notice of information material to Plaintiff's and
14 class members' employment with Defendants in violation of California
15 Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

16 141. At all relevant times herein, California's Wage Theft Prevention Act was enacted
17 to ensure that employers provide employees with basic information material to their
18 employment relationship at the time of hiring, and to ensure that employees are given written
19 and timely notice of any changes to basic information material to their employment. Codified
20 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
21 time of hiring, an employer must provide written notice to employees containing basic and
22 material payroll information, including, among other things, the rate(s) of pay and basis thereof,
23 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including
24 any rates for overtime, the regular payday designated by the employer, and any allowances
25 claims as part of the minimum wage, including meal or lodging allowances. Labor Code
26 § 2810.5(a)(1)(A)-(C).

27 142. At all relevant times, on information and belief, Defendants failed, on a
28 company-wide basis, to provide written notice to Plaintiff and class members that lists the

1 requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure
2 to provide Plaintiff and class members with written notice of basic information regarding their
3 employment with Defendants is in violation of California Labor Code section 2810.5.

4 143. As a result of the violations of California law herein described, Defendants
5 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have
6 suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

7 144. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
8 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
9 Defendants during a period that commences four years prior to the filing of this complaint; a
10 permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
11 class members; and an award of attorneys' fees pursuant to California Code of Civil Procedure
12 section 1021.5 and other applicable laws; and an award of costs.

13 **TENTH CAUSE OF ACTION**

14 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

15 **Unfair Business Practices**

16 **(Against all Defendants)**

17 145. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
18 and every allegation set forth above.

19 146. Defendants are "persons" as defined by California Business & Professions Code
20 section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or
21 associations.

22 147. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, and
23 harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in
24 fact and has lost money as a result of Defendants' unfair business practices. Plaintiff seeks to
25 enforce important rights affecting the public interest within the meaning of Code of Civil
26 Procedure section 1021.5.

27 148. Defendants' activities, namely Defendants' company-wide practice and/or policy
28 of not paying Plaintiff and class members all meal and rest period premiums due to them under

1 Labor Code section 226.7, deprived Plaintiff and class members of the compensation guarantee
2 and enhanced enforcement implemented by section 226.7. The statutory remedy provided by
3 section 226.7 is a “‘dual-purpose’ remedy intended primarily to compensate employees, and
4 secondarily to shape employer conduct.” *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th
5 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and
6 class members as part of their employment with Defendants, and thus Defendants’ practice
7 and/or policy of denying these statutory benefits constitutes an unfair business practice in
8 violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

9 149. A violation of California Business & Professions Code sections 17200, *et seq.*
10 may be predicated on any unfair business practice. In the instant case, Defendants’ policies and
11 practices have violated the spirit of California’s meal and rest period laws and constitute acts
12 against the public policy behind these laws.

13 150. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
14 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
15 benefits implemented by section 226.7 withheld and retained by Defendants during a period that
16 commences four years prior to the filing of this complaint; a permanent injunction requiring
17 Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff and class
18 members; an award of attorneys’ fees pursuant to California Code of Civil Procedure section
19 1021.5 and other applicable laws; and an award of costs.

20 **REQUEST FOR JURY TRIAL**

21 Plaintiff requests a trial by jury.

22 **PRAYER FOR RELIEF**

23 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against
24 Defendants, jointly and severally, as follows:

25 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys’ fees in
26 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff
27 reserves the right to amend his prayer for relief to seek a different amount.

1 **Class Certification**

- 2 2. That this case be certified as a class action;
- 3 3. That Plaintiff be appointed as the representative of the Class and Subclass;
- 4 4. That counsel for Plaintiff be appointed as class counsel.

5 **As to the First Cause of Action**

6 5. That the Court declare, adjudge, and decree that Defendants violated California

7 Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by

8 willfully failing to provide all meal periods to Plaintiff and class members;

9 6. That the Court make an award to the Plaintiff and class members of one (1) hour

10 of pay at each employee's regular rate of pay for each workday that a meal period was not

11 provided;

12 7. For all actual, consequential, and incidental losses and damages, according to

13 proof;

14 8. For premiums pursuant to California Labor Code section 226.7(c);

15 9. For pre-judgment interest on any unpaid meal period premiums from the date

16 such amounts were due, or as otherwise provided by law;

17 10. For attorneys' fees pursuant to California Code of Civil Procedure section

18 1021.5, or as otherwise provided by law; and

19 11. For such other and further relief as the Court may deem equitable and

20 appropriate.

21 **As to the Second Cause of Action**

22 12. That the Court declare, adjudge and decree that Defendants violated California

23 Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully

24 failing to authorize and permit Plaintiff and class members to take all rest periods;

25 13. That the Court make an award to the Plaintiff and class members of one (1) hour

26 of pay at each employee's regular rate of pay for each workday that a rest period was not

27 authorized and permitted;

28 14. For all actual, consequential, and incidental losses and damages, according to

1 proof;

2 15. For premiums pursuant to California Labor Code section 226.7(c);

3 16. For pre-judgment interest on any unpaid rest period premiums from the date such
4 amounts were due, or as otherwise provided by law;

5 17. For attorneys' fees pursuant to California Code of Civil Procedure section
6 1021.5, or as otherwise provided by law; and

7 18. For such other and further relief as the Court may deem equitable and
8 appropriate.

9 **As to the Third Cause of Action**

10 19. That the Court declare, adjudge, and decree that Defendants violated California
11 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to
12 pay all overtime wages due to Plaintiff and class members;

13 20. For general unpaid wages at overtime wage rates and such general and special
14 damages as may be appropriate;

15 21. For pre-judgment interest on any unpaid overtime compensation commencing
16 from the date such amounts were due, or as otherwise provided by law;

17 22. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
18 California Labor Code section 1194(a); and

19 23. For such other and further relief as the Court may deem equitable and
20 appropriate.

21 **As to the Fourth Cause of Action**

22 24. That the Court declare, adjudge and decree that Defendants violated California
23 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
24 Order by willfully failing to pay minimum wages to Plaintiff and class members;

25 25. For general unpaid wages and such general and special damages as may be
26 appropriate;

27 26. For pre-judgment interest on any unpaid compensation from the date such
28 amounts were due, or as otherwise provided by law;

27. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For injunctive relief pursuant to California Labor Code section 226(h);

33. For statutory penalties pursuant to California Labor Code section 226(e);

34. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, and/or meal and rest period premiums owed at the time of termination of the employment of Plaintiff and other terminated class members;

37. For all actual, consequential and incidental losses and damages, according to proof;

38. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

39. For pre-judgment interest on any unpaid wages from the date such amounts were

1 due, or as otherwise provided by law;

2 40. For attorneys' fees pursuant to California Code of Civil Procedure section
3 1021.5, or as otherwise provided by law; and

4 41. For such other and further relief as the Court may deem equitable and
5 appropriate.

6 **As to the Seventh Cause of Action**

7 42. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime
9 wages, minimum wages, and/or meal and rest period premiums during their employment;

10 43. For all actual, consequential and incidental losses and damages, according to
11 proof;

12 44. For statutory penalties according to proof pursuant to California Labor Code
13 section 210;

14 45. For pre-judgment interest on any unpaid wages from the date such amounts were
15 due, or as otherwise provided by law;

16 46. For attorneys' fees pursuant to California Code of Civil Procedure section
17 1021.5, or as otherwise provided by law; and

18 47. For such other and further relief as the Court may deem equitable and
19 appropriate.

20 **As to the Eighth Cause of Action**

21 48. That the Court declare, adjudge and decree that Defendants violated the
22 following California Labor Code provisions as to Plaintiff and/or other aggrieved employees:
23 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by
24 failing to authorize and permit all rest periods); 510 and 1198 (by failing to pay all overtime
25 compensation); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum
26 wages for all hours worked); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
27 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
28 earned wages upon termination); 204 (by failing to timely pay all earned wages during

employment); 1198 and the applicable IWC Wage Order (by failing to provide suitable seating); and 2810.5 (by failing to provide notice of material terms of employment);

49. For civil penalties pursuant to the California Labor Code, including sections 210, 226.3, 256, 558, 1174.5, 1197.1, and/or 2699(a), (f), and (g), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198 and 2810.5;

50. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198 and 2810.5;

51. For pre-judgment and post-judgment interest as provided by law; and

52. For such other and further relief as the Court may deem equitable and appropriate.

As to the Ninth Cause of Action

53. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members all overtime wages due to them, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing to timely pay Plaintiff and class members all earned wages during employment, and failing to provide written notice of material terms of employment, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

54. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200,

1 *et seq.*;

2 56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
3 California Code of Civil Procedure section 1021.5; and

4 57. For such other and further relief as the Court may deem equitable and
5 appropriate.

6 **As to the Tenth Cause of Action**

7 58. That the Court declare, adjudge and decree that Defendants' conduct of denying
8 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an
9 unfair business practice in violation of California Business and Professions Code sections
10 17200, *et seq.*;

11 59. For restitution of the statutory benefits under section 226.7 unfairly withheld
12 from Plaintiff and class members and prejudgment interest from the day such amounts were due
13 and payable;

14 60. For the appointment of a receiver to receive, manage, and distribute any and all
15 funds disgorged from Defendants and determined to have been wrongfully acquired by
16 Defendants as a result of violations of California Business & Professions Code sections 17200,
17 *et seq.*;

18 61. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
19 California Code of Civil Procedure section 1021.5;

20 62. For pre-judgment and post-judgment interest as provided by law; and

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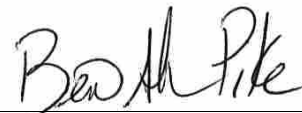
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1 63. For such other and further relief as the Court may deem equitable and
2 appropriate.

3
4 Dated: April 3, 2023,

Respectfully submitted,

5 Capstone Law APC

6
7 By: 
8 Bevin Allen Pike
9 Daniel S. Jonathan
Trisha K. Monesi

10 Attorneys for Plaintiff Andres Cedeno Olivo
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EXHIBIT “1”



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Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ANTHONY CASTILLO
310.712.8169 Direct
Anthony.Castillo@capstonelawyers.com

January 27, 2023

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Andres Cedeno Olivo v. Khanna Enterprises General Partner, et al.*

Dear PAGA Administrator:

This office represents Andres Cedeno Olivo in connection with his claims under the California Labor Code. Mr. Cedeno Olivo was an employee of KHANNA ENTERPRISES GENERAL PARTNER; KHANNA ENTERPRISES IV LIMITED PARTNERSHIP; KHANNA ENTERPRISES - II, LIMITED PARTNERSHIP; KHANNA ENTERPRISES II, INC.; KHANNA ENTERPRISES III, INC.; KHANNA ENTERPRISES V LIMITED PARTNERSHIP; KHANNA ENTERPRISES VI LP; KHANNA ENTERPRISES, INC.; KHANNA ENTERPRISES LTD., - III, LP; KHANNA ENTERPRISES, LTD., A LIMITED PARTNERSHIP; ASHWIN KHANNA, INC.; RAJESH KHANNA, INC.; and/or RAVI KHANNA, INC. For the purposes of this letter, Mr. Cedeno Olivo collectively refers to these entities as "KHANNA."

The employers may be contacted directly at the addresses below:

KHANNA ENTERPRISES GENERAL PARTNER 2601 MAIN ST STE 320 IRVINE, CA 92614	KHANNA ENTERPRISES IV LIMITED PARTNERSHIP 2601 MAIN ST STE 320 IRVINE, CA 92614
KHANNA ENTERPRISES - II, LIMITED PARTNERSHIP 2601 MAIN ST #680 IRVINE, CA 92614	KHANNA ENTERPRISES II, INC. 2601 MAIN STREET, SUITE 680 IRVINE, CA 92614
KHANNA ENTERPRISES III, INC. 2601 MAIN STREET, SUITE 680 SANTA ANA, CA 92704	KHANNA ENTERPRISES V LIMITED PARTNERSHIP 2601 MAIN ST STE 320 IRVINE, CA 92614

KHANNA ENTERPRISES VI LP
2601 MAIN ST STE 680
IRVINE, CA 92614

KHANNA ENTERPRISES, INC.
2601 MAIN STREET, SUITE 680
IRVINE, CA 92614

KHANNA ENTERPRISES LTD., - III, LP
2601 MAIN ST STE 680
IRVINE, CA 92614

KHANNA ENTERPRISES, LTD., A
LIMITED PARTNERSHIP
2601 MAIN ST #320
IRVINE, CA 92614

ASHWIN KHANNA, INC.
2601 MAIN STREET, SUITE 680
IRVINE, CA 92614

RAJESH KHANNA, INC.
220 MONTGOMERY STREET, SUITE 1614
SAN FRANCISCO, CA 94104

RAVI KHANNA, INC.
2601 MAIN STREET, SUITE 680
IRVINE, CA 92614

Mr. Cedeno Olivo intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Cedeno Olivo seeks relief on behalf of himself, the State of California, and other persons who are or were employed by KHANNA as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

KHANNA employed Mr. Cedeno Olivo as an hourly paid, non-exempt employee from approximately September 2022 to October 2022. Mr. Cedeno Olivo worked as a Dishwasher at KHANNA's Delta Hotels by Marriott Anaheim Garden Grove hotel location in Garden Grove, California. Mr. Cedeno Olivo typically worked eight (8) or more hours per day and four (4) or more days per week. Mr. Cedeno Olivo was compensated approximately \$17.00 per hour. His job duties included, without limitation, washing dishes and assisting with food preparation.

KHANNA committed one or more of the following Labor Code violations against Mr. Cedeno Olivo, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

KHANNA's Company-Wide and Uniform Payroll and HR Practices

KHANNA ENTERPRISES GENERAL PARTNER is a business entity of unknown origin. KHANNA ENTERPRISES IV LIMITED PARTNERSHIP; KHANNA ENTERPRISES - II,

¹ These facts, theories, and claims are based on Mr. Cedeno Olivo's experience and counsel's review of those records currently available relating to Mr. Cedeno Olivo's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Cedeno Olivo reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

LIMITED PARTNERSHIP; KHANNA ENTERPRISES V LIMITED PARTNERSHIP; KHANNA ENTERPRISES VI LP; KHANNA ENTERPRISES LTD., - III, LP; and KHANNA ENTERPRISES, LTD., A LIMITED PARTNERSHIP are California limited partnerships. KHANNA ENTERPRISES II, INC.; KHANNA ENTERPRISES, INC.; ASHWIN KHANNA, INC.; RAJESH KHANNA, INC.; and RAVI KHANNA, INC. are California corporations, while KHANNA ENTERPRISES III, INC. is a Delaware corporation. Together, KHANNA manages and operates a collection of upscale hotels, with six (6) locations in California. Upon information and belief, KHANNA maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Irvine, California, for all non-exempt, hourly paid employees working for KHANNA in California, including Mr. Cedeno Olivo and other aggrieved employees. At all relevant times, KHANNA issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Cedeno Olivo and other aggrieved employees, regardless of their location or position.

Upon information and belief, KHANNA maintains a centralized Payroll department at its corporate headquarters in Irvine, California, which processes payroll for all non-exempt, hourly paid employees working for KHANNA in California, including Mr. Cedeno Olivo and other aggrieved employees. Further, KHANNA issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Cedeno Olivo and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, KHANNA utilized the same methods and formulas when calculating wages due to Mr. Cedeno Olivo and other aggrieved employees in California.

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable Industrial Welfare Commission ("IWC") Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

During the relevant time period, KHANNA had, and continues to have, a company-wide policy and/or practice of understaffing its locations while assigning heavy workloads, resulting in a failure to provide Mr. Cedeno Olivo and other aggrieved employees with adequate meal period coverage. As a result of this lack of meal period coverage, Mr. Cedeno Olivo and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Additionally, KHANNA, on a company-wide basis, had a practice of failing to schedule meal periods which, in conjunction with the assignment of heavy workloads,

further caused Mr. Cedenio Olivo and other aggrieved employees to not be relieved of their duties for compliant meal periods. Thus, Mr. Cedenio Olivo's and other aggrieved employees' meal periods were missed or interrupted to complete their assigned workloads.

As a result, Mr. Cedenio Olivo and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, approximately 2-3 times per week, Mr. Cedenio Olivo worked through his meal periods in order to meet the hotel's customer demand and to complete his assigned workload. When he was able to take a meal period, Mr. Cedenio Olivo's meal periods were taken late, after having worked in excess of five (5) hours into his shift, or were interrupted by KHANNA's managers requiring that he return to the kitchen to assist with food preparation.

Further, on information and belief, because KHANNA frowned upon employees accruing meal period penalties, KHANNA's managers pressured Mr. Cedenio Olivo and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, even when they did not receive a compliant meal period. Furthermore, KHANNA's company-wide timekeeping system prevented Mr. Cedenio Olivo and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Mr. Cedenio Olivo and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed.

Additionally, KHANNA did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. Mr. Cedenio Olivo and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, KHANNA knew or should have known that, as a result of these policies, Mr. Cedenio Olivo and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. KHANNA further knew or should have known that it did not pay Mr. Cedenio Olivo and other aggrieved employees all meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Moreover, KHANNA engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Cedenio Olivo and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that KHANNA did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, KHANNA did so at the incorrect rates. In addition to an hourly wage, KHANNA paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, KHANNA failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay. Therefore, during times when other aggrieved employees received meal period premiums and these other forms of pay, KHANNA failed to pay full meal period premiums by paying a lower rate than required. As a result, KHANNA failed to provide other aggrieved employees compliant meal periods in violation of California Labor Code sections 226.7, 512, and 516 and failed to pay the full meal period premiums due.

Accordingly, KHANNA failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Cedenio Olivo and other aggrieved employees are entitled

to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, KHANNA regularly failed to authorize and permit Mr. Cedeno Olivo and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, KHANNA's company-wide practices, including understaffing and the assignment of heavy workloads, prevented Mr. Cedeno Olivo and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, KHANNA failed to schedule rest periods, which, coupled with KHANNA's failure to provide adequate rest period coverage, further led to Mr. Cedeno Olivo and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, KHANNA maintained and implemented a company-wide on-premises rest period policy, which effectively required that Mr. Cedeno Olivo and other aggrieved employees remain on the premises during their rest periods. Because Mr. Cedeno Olivo and other aggrieved employees were restricted from leaving KHANNA's premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as completing personal errands. Thus, KHANNA effectively maintained control over Mr. Cedeno Olivo and other aggrieved employees during rest periods.

As a result of KHANNA's practices and policies, Mr. Cedeno Olivo and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Mr. Cedeno Olivo had to forego his rest periods because of the lack of coverage and KHANNA's expectation for all employees to work through their rest periods.

KHANNA has also engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Cedeno Olivo and other aggrieved employees have not received premium

pay for all missed rest periods. Alternatively, to the extent that KHANNA did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, KHANNA did not pay other aggrieved employees at the correct rate of pay for premiums because KHANNA failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, KHANNA failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Cedeno Olivo and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable IWC Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

KHANNA willfully failed to pay all overtime wages owed to Mr. Cedeno Olivo and other aggrieved employees. During the relevant time period, Mr. Cedeno Olivo and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of ten (10) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

As set forth above, KHANNA's company-wide policy and/or practice of understaffing its locations while assigning heavy workloads, resulted in a failure to provide Mr. Cedeno Olivo and other aggrieved employees with adequate meal period coverage because there were too few employees on duty to handle the workload and attend to customers. Because KHANNA did not employ or staff a sufficient number of employees to meet customer demand, there was no one available to relieve employees needing meal period coverage, and Mr. Cedeno Olivo and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Moreover, as also stated, KHANNA had a practice of failing to schedule meal periods, which further caused Mr. Cedeno Olivo and other aggrieved employees to not be relieved of their duties for compliant meal periods. Consequently, Mr. Cedeno Olivo and other aggrieved employees were required to work through and/or had their unpaid meal periods interrupted in order to complete their assigned duties and handle customer demand, time for which they were not paid.

Further, as stated, on information and belief, because KHANNA frowned upon employees accruing meal period penalties, KHANNA's managers pressured Mr. Cedeno Olivo and other aggrieved employees to clock out for meal periods to reflect compliant meal periods, even when they did not receive a compliant meal period. In addition, as stated, KHANNA's timekeeping system prevented Mr. Cedeno Olivo and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Cedeno Olivo and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock

back in from a meal period before 30 minutes had elapsed. For example, Mr. Cedeno Olivo's meal periods were sometimes interrupted or cut short in order to assist customers when the kitchen was busy, but he was unable to clock back in until 30 minutes had elapsed. Thus, KHANNA did not record all hours worked during meal periods and Mr. Cedeno Olivo and other aggrieved employees performed work during meal periods for which they were not paid.

KHANNA knew or should have known that as a result of these company-wide practices and/or policies, Mr. Cedeno Olivo and other aggrieved employees were performing their assigned duties off-the-clock during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Cedeno Olivo and other aggrieved employees sometimes worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Cedeno Olivo and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Further, KHANNA did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. KHANNA failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, KHANNA failed to pay all overtime wages by paying a lower overtime rate than required.

KHANNA's failure to pay Mr. Cedeno Olivo and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Cedeno Olivo and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11050(2)(K) (defining "Hours Worked").

As set forth above, due to KHANNA's policies and/or practices of understaffing its locations while assigning heavy workloads and failing to schedule meal periods, Mr. Cedeno Olivo and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Moreover, as stated, in order to prevent employees from accruing meal period penalties, upon information and belief, KHANNA's managers pressured employees to clock out for meal periods, even when meal periods were missed, short, and/or interrupted to reflect compliant meal periods. Furthermore, as stated, KHANNA systematically failed to pay Mr. Cedeno Olivo and other aggrieved employees for actual hours worked during unpaid meal periods, because KHANNA's timekeeping system locked out Mr. Cedeno Olivo and other aggrieved employees for 30 minutes when they clocked out for a meal period. Thus, KHANNA systematically failed to pay Mr. Cedeno Olivo and other aggrieved

employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Thus, KHANNA did not pay at least minimum wages for all hours worked by Mr. Cedeno Olivo and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, KHANNA did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, KHANNA regularly failed to pay at least minimum wages to Mr. Cedeno Olivo and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Cedeno Olivo and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep, and provide true, accurate, and complete employment records. KHANNA has not provided Mr. Cedeno Olivo and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, KHANNA has knowingly and intentionally provided Mr. Cedeno Olivo and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, KHANNA issued uniform wage statements to Mr. Cedeno Olivo and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the name and address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, KHANNA violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

First, because KHANNA did not record the time Mr. Cedeno Olivo and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), KHANNA did not list the correct amount of gross wages and net wages earned by Mr. Cedeno Olivo and/or other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, KHANNA failed to accurately list the total number of hours worked by Mr. Cedeno Olivo and/or other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9)).

Second, because KHANNA did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, KHANNA did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, KHANNA failed to list the correct amount of net wages in violation of section 226(a)(5). KHANNA also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

Third, and separate from these violations, KHANNA issued uniform wage statements to Mr. Cedeno Olivo and other aggrieved employees that failed to correctly list the name and address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. During the relevant time period, KHANNA systematically, and on a company-wide basis, issued wage statements to Mr. Cedeno Olivo and other aggrieved employees that incorrectly list the employer as "KHANNA ENTERPRISES GENERAL PARTNER" with the address "12021 HARBOR BLVD. GARDEN GROVE, CA 92840," but according to the California Secretary of State's website, there is no such entity by this name or address.

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; and/or failing to state all hours worked as a result of not recording or stating the hours employees worked off-the-clock.

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . ." At all relevant times, and in violation of Labor Code section 1174(d), KHANNA willfully failed to maintain accurate payroll records for Mr. Cedeno Olivo and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that "[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful." Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, KHANNA engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and stop times for Mr. Cedeno Olivo and other aggrieved employees, in violation of section 1198. Also, in light of KHANNA's failure to provide other aggrieved employees with

second 30-minute meal periods to which they were entitled, KHANNA kept no records of meal start and end times for second meal periods.

Because KHANNA failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Cedeno Olivo and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Cedeno Olivo and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Cedeno Olivo and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, KHANNA willfully failed to pay Mr. Cedeno Olivo and other aggrieved employees all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

Mr. Cedeno Olivo and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

KHANNA willfully failed to pay Mr. Cedeno Olivo and other aggrieved employees who are no longer employed by KHANNA the earned and unpaid wages set forth above, including but not

limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving KHANNA's employ.

Mr. Cedeno Olivo and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 13(B) – Failure to Provide Suitable Resting Facilities

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11050(13)(B) provides that “[s]uitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.”

KHANNA's California restaurants within their hotels are generally similar in their layout and design and there was, and continues to be, space that allows for a resting facility that employees may use to cease work and recover during meal or rest periods. KHANNA could have provided Mr. Cedeno Olivo and other aggrieved employees with a suitable resting facility within all of its restaurants, with reasonable or no modification, but instead denied, and continues to deny, employees suitable areas to rest (e.g., a breakroom with seats). As a result, Mr. Cedeno Olivo and other aggrieved employees were forced to adjust to areas not conducive to resting or search for areas outside of the restaurant which are not designated or reserved for their rest, such as sitting in the guest dining area or searching for areas outside of the restaurant which are not designated or reserved for their rest.

KHANNA did not provide Mr. Cedeno Olivo and other aggrieved employees with suitable resting facilities during their work hours, particularly during rest or meal periods. In other words, during the times when Mr. Cedeno Olivo and other aggrieved employees were legally allowed to forgo assigned tasks, as in during a meal or rest period, KHANNA denied them any area within its restaurants to cease work and recover. Moreover, KHANNA did not inform Mr. Cedeno Olivo and other aggrieved employees of their rights to suitable resting facilities under California law.

As a result of KHANNA's company-wide failure to provide suitable resting facilities in all of its restaurants, Mr. Cedeno Olivo and other aggrieved employees were forced to adjust to areas not conducive to resting or search for facilities outside its restaurants to cease work and recover. KHANNA's failure to provide suitable resting facilities to Mr. Cedeno Olivo and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 13(B).

Mr. Cedeno Olivo and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring KHANNA into compliance with California's resting facilities requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 14(A) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11050(14)(A) provides that “[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

“The ‘nature of the work’ refers to an employee’s tasks performed at a given location for which a right to a suitable seat is claimed, rather than a ‘holistic’ consideration of the entire range of an employee’s duties anywhere on the jobsite during a complete shift. If the tasks being performed at a given location reasonably permit sitting, and provision of a seat would not interfere with performance of any other tasks that may require standing, a seat is called for.” *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 558 (Cal. 2016). “Whether the nature of the work reasonably permits sitting is a question to be determined objectively based on the totality of the circumstances. An employer’s business judgment and the physical layout of the workplace are relevant but not dispositive factors. The inquiry focuses on the nature of the work, not an individual employee’s characteristics.” *Id.* The burden of proof to show suitable seating is not available is on the employer. *Id.* at 568. In other words, the employer must show that compliance is “infeasible because no suitable seating exists.” *See id.*

KHANNA’s California hotels are generally similar in their layout and design and there was, and continues to be, space behind host stands and front desk, registration desk, and concierge desk areas to allow for the presence and use of a seat or stool by other aggrieved employees (with reasonable or no modification to these work areas) during the performance of their work duties. KHANNA could provide other aggrieved employees with a seat or stool at its host stands and the front desks, registration desks, and concierge desks, but instead denies employees seating and forces other aggrieved employees to stand throughout the day.

Other aggrieved employees spent a portion of their day behind or at these host stands and front desk, registration desk, and concierge desk areas. The nature of the work of an employee performing host duties and/or front desk, registration desk, and concierge duties can reasonably be accomplished from a seated position. However, as set forth herein, KHANNA systematically, and on a company-wide basis, does not provide seats or stools at or near the host stands and front desk, registration desk, and concierge desk areas, forcing other aggrieved employees to stand throughout their work shifts.

KHANNA violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11050(14)(A) because other aggrieved employees were not allowed to sit, even when the nature of their work would reasonably permit the use of seats, nor were they provided with suitable seats. KHANNA’s management did not inform other aggrieved employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting.

As a result of KHANNA’s company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, other aggrieved employees were forced to stand during shifts and denied seats. KHANNA’s failure to provide

suitable seating to other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 14(A).

Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring KHANNA into compliance with California's seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11050 Subdivision 14(B) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.” California Code of Regulations, Title 8, section 11050(14)(B) provides that “[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties.”

The IWC states that subdivision 14(B) applies during “lulls in operation” when an employee, while still on the job, is not then actively engaged in any duties. *Kilby v. CVS Pharmacy, Inc.*, 368 P.3d 554, 565 (Cal. 2016), citing IWC, 1976 Wage Orders, Summary of Basic Provisions, Seats. When taken together, an employee is entitled to a seat under subdivision 14(A) if his or her actual tasks at a discrete location make seated work feasible, while working there. *Id.* However, if other job duties take the employee to a different location where he or she must perform tasks requiring standing, the employee would be entitled to a seat under subdivision 14(B) during “lulls in operation.” *Id.*

KHANNA's California hotels are generally similar in their layout and design and there was, and continues to be, space near their work areas (with reasonable or no modification to these work areas) to allow for the presence and use of a seat or stool by other aggrieved employees during lulls in operation. KHANNA could have provided other aggrieved employees with a seat or stool in its work areas, but instead denied, and continues to deny, employees seating, forcing them to stand throughout the day.

KHANNA did not provide other aggrieved employees with seats or stools in reasonable proximity to their work areas to allow them to use seats when it would not interfere with the performance of their duties for times when they were not engaged in active duties that require standing. In other words, to the extent other aggrieved employees engaged in duties in which the nature of the work required standing, KHANNA denied them the use of seats nearby during lulls in their work duties. Moreover, KHANNA did not inform other aggrieved employees of their rights to a seat or stool under California law.

As a result of KHANNA's company-wide policy and/or practice of prohibiting employees from sitting at any time, even when they were not engaged in active duties requiring standing, and company-wide failure to provide seats in reasonable proximity to their work areas, other aggrieved employees were forced to stand during shifts and denied seats. KHANNA's failure to provide suitable seating to other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 5-2001, subdivision 14(B).

Mr. Cedeno Olivo and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, and seek injunctive relief to bring KHANNA into compliance with California's seating requirements, pursuant to Labor Code sections 1194.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

KHANNA failed to provide Mr. Cedeno Olivo and other aggrieved employees written notice that lists all the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). KHANNA's failure to provide Mr. Cedeno Olivo and other aggrieved employees with written notice of basic information regarding their employment with KHANNA is in violation of Labor Code section 2810.5.

Mr. Cedeno Olivo and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." KHANNA, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Cedeno Olivo's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Cedeno Olivo seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Cedeno Olivo, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the

State of California against KHANNA for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Cedeno Olivo seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Anthony Castillo
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,


Anthony Castillo

Copy: KHANNA ENTERPRISES GENERAL PARTNER (via U.S. Certified Mail); KHANNA ENTERPRISES IV LIMITED PARTNERSHIP (via U.S. Certified Mail); KHANNA ENTERPRISES - II, LIMITED PARTNERSHIP (via U.S. Certified Mail); KHANNA ENTERPRISES II, INC. (via U.S. Certified Mail); KHANNA ENTERPRISES III, INC. (via U.S. Certified Mail); KHANNA ENTERPRISES V LIMITED PARTNERSHIP (via U.S. Certified Mail); KHANNA ENTERPRISES VI LP (via U.S. Certified Mail); KHANNA ENTERPRISES, INC. (via U.S. Certified Mail); KHANNA ENTERPRISES LTD., - III, LP (via U.S. Certified Mail); KHANNA ENTERPRISES, LTD., A LIMITED PARTNERSHIP (via U.S. Certified Mail); ASHWIN KHANNA, INC. (via U.S. Certified Mail); RAJESH KHANNA, INC. (via U.S. Certified Mail); RAVI KHANNA, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

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Certified Mail Fee

Extra Services: A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ

Extra Services: A, B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, T, U, V, W, X, Y, Z, AA, AB, AC, AD, AE, AF, AG, AH, AI, AJ, AK, AL, AM, AN, AO, AP, AQ, AR, AS, AT, AU, AV, AW, AX, AY, AZ, BA, BB, BC, BD, BE, BF, BG, BH, BI, BJ, BK, BL, BM, BN, BO, BP, BQ, BR, BS, BT, BU, BV, BW, BX, BY, BZ, CA, CB, CC, CD, CE, CF, CG, CH, CI, CJ, CK, CL, CM, CN, CO, CP, CQ, CR, CS, CT, CU, CV, CW, CX, CY, CZ, DA, DB, DC, DD, DE, DF, DG, DH, DI, DJ, DK, DL, DM, DN, DO, DP, DQ, DR, DS, DT, DU, DV, DW, DX, DY, DZ, EA, EB, EC, ED, EE, EF, EG, EH, EI, EJ, EK, EL, EM, EN, EO, EP, EQ, ER, ES, ET, EU, EV, EW, EX, EY, EZ, FA, FB, FC, FD, FE, FF, FG, FH, FI, FJ, FK, FL, FM, FN, FO, FP, FQ, FR, FS, FT, FU, FV, FW, FX, FY, FZ, GA, GB, GC, GD, GE, GF, GG, GH, GI, GJ, GK, GL, GM, GN, GO, GP, GQ, GR, GS, GT, GU, GV, GW, GX, GY, GZ, HA, HB, HC, HD, HE, HF, HG, HH, HI, HJ, HK, HL, HM, HN, HO, HP, HQ, HR, HS, HT, HU, HV, HW, HX, HY, HZ, IA, IB, IC, ID, IE, IF, IG, IH, II, IJ, IK, IL, IM, IN, IO, IP, IQ, IR, IS, IT, IU, IV, IW, IX, IY, IZ, JA, JB, JC, JD, JE, JF, JG, JH, JI, JJ, JK, JL, JM, JN, JO, JP, JQ, JR, JS, JT, JU, JV, JW, JX, JY, JZ, KA, KB, KC, KD, KE, KF, KG, KH, KI, KJ, KK, KL, KM, KN, KO, KP, KQ, KR, KS, KT, KU, KV, KW, KX, KY, KZ, LA, LB, LC, LD, LE, LF, LG, LH, LI, LJ, LK, LL, LM, LN, LO, LP, LQ, LR, LS, LT, LU, LV, LW, LX, LY, LZ, MA, MB, MC, MD, ME, MF, MG, MH, MI, MJ, MK, ML, MM, MN, MO, MP, MQ, MR, MS, MT, MU, MV, MW, MX, MY, MZ, NA, NB, NC, ND, NE, NF, NG, NH, NI, NJ, NK, NL, NM, NN, NO, NP, NQ, NR, NS, NT, NU, NV, NW, NX, NY, NZ, OA, OB, OC, OD, OE, OF, OG, OH, OI, OJ, OK, OL, OM, ON, OO, OP, OQ, OR, OS, OT, OU, OV, OW, OX, OY, OZ, PA, PB, PC, PD, PE, PF, PG, PH, PI, PJ, PK, PL, PM, PN, PO, PP, PQ, PR, PS, PT, PU, PV, PW, PX, PY, PZ, QA, QB, QC, QD, QE, QF, QG, QH, QI, QJ, QK, QL, QM, QN, QO, QP, QQ, QR, QS, QT, QU, QV, QW, QX, QY, QZ, RA, RB, RC, RD, RE, RF, RG, RH, RI, RJ, RK, RL, RM, RN, RO, RP, RQ, RR, RS, RT, RU, RV, RW, RX, RY, RZ, SA, SB, SC, SD, SE, SF, SG, SH, SI, SJ, SK, SL, SM, SN, SO, SP, SQ, SR, SS, ST, SU, SV, SW, SX, SY, SZ, TA, TB, TC, TD, TE, TF, TG, TH, TI, TJ, TK, TL, TM, TN, TO, TP, TQ, TR, TS, TT, TU, TV, TW, TX, TY, TZ, UA, UB, UC, UD, UE, UF, UG, UH, UI, UJ, UK, UL, UM, UN, UO, UP, UQ, UR, US, UT, UY, UZ, VA, VB, VC, VD, VE, VF, VG, VH, VI, VJ, VK, VL, VM, VN, VO, VP, VQ, VR, VS, VT, VU, VW, VX, VY, VZ, WA, WB, WC, WD, WE, WF, WG, WH, WI, WJ, WK, WL, WM, WN, WO, WP, WQ, WR, WS, WT, WU, WV, WW, WX, WY, WZ, XA, XB, XC, XD, XE, XF, XG, XH, XI, XJ, XK, XL, XM, XN, XO, XP, XQ, XR, XS, XT, XU, XV, XW, XX, XY, XZ, YA, YB, YC, YD, YE, YF, YG, YH, YI, YJ, YK, YL, YM, YN, YO, YP, YQ, YR, YS, YT, YU, YV, YW, YX, YY, YZ, ZA, ZB, ZC, ZD, ZE, ZF, ZG, ZH, ZI, ZJ, ZK, ZL, ZM, ZN, ZO, ZP, ZQ, ZR, ZS, ZT, ZU, ZV, ZW, ZX, ZY, ZZ

Postmark

KHANNA ENTERPRISES III, INC.
2601 MAIN STREET, SUITE 680
SANTA ANA, CA 92704

7022 2410 0000 2406 3027

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

KHANNA ENTERPRISES III, INC.
2601 MAIN STREET, SUITE 680
SANTA ANA, CA 92704



9590 9402 7690 2122 7167 02

2. Article Number (Transfer from previous label)
7022 2410 0000 2406 3027

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature
X
- B. Received by (Printed Name)
- C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

- 3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Mail
☐ Mail Restricted Delivery
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Capstone Law, APC
1875 Century Park East, 1000
Los Angeles, CA 90067



7022 2410 0000 2406 3034

CERTIFIED MAIL

**KHANNA ENTERPRISES V LIMITED
PARTNERSHIP**
2601 MAIN ST STE 320
IRVINE, CA 92614

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return this card to you.

**KHANNA ENTERPRISES V LIMITED
PARTNERSHIP**
2601 MAIN ST STE 320
IRVINE, CA 92614



9590 9402 7690 2122 7167 19

7022 2410 0000 2406 3034

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3. Service Type

- ☐ Adult Signature Restricted Delivery
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation™ Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation™ Restricted Delivery

Domestic Return Receipt

PS Form 3811, July 2020 PSN 7530-02-000-9053

7022 2410 0000 2406 3034

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

Certified Mail Fee

CERTIFIED MAIL

For delivery information, visit our website at www.usps.com™.

Postmark

**KHANNA ENTERPRISES V LIMITED
PARTNERSHIP**
2601 MAIN ST STE 320
IRVINE, CA 92614

PS Form 3811, April 2015 PSN 7530-02-000-9053 See Instructions for Restrictions

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067



7022 2410 0000 2406 3041

CERTIFIED MAIL

KHANNA ENTERPRISES VI LP
2601 MAIN ST STE 680
IRVINE, CA 92614

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

KHANNA ENTERPRISES VI LP
2601 MAIN ST STE 680
IRVINE, CA 92614



9590 9402 7690 2122 7167 26

7022 2410 0000 2406 3041

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

□ Agent

□ Addressee

B. Received by (Printed Name)

C. Date of Delivery

2. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☐ Certified Mail

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

4. Insurance (Transfer from service label)

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

7022 2410 0000 2406 3041

U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

Certified Mail Fee

Additional Fee (Priority Mail Express)

Signature Restricted Delivery

Signature Restricted Delivery

CEP/PSN V 04/14

Walter Miller

Postmark

KHANNA ENTERPRISES VI LP
2601 MAIN ST STE 680
IRVINE, CA 92614

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

CERTIFIED MAIL



7022 2410 0000 2406 4482

KHANNA ENTERPRISES, INC.
2601 MAIN STREET, SUITE 680
IRVINE, CA 92614

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

KHANNA ENTERPRISES, INC.
2601 MAIN STREET, SUITE 680
IRVINE, CA 92614

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent

☐ Addressee

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes
☐ No



9590 9402 7690 2122 7167 88

2. Article Number (Transfer from service label)

7022 2410 0000 2406 4482

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☐ Certified Mail

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

7022 2410 0000 2406 4482

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

Certified Mail Form

6/15/2020

6/15/2020

1. Addressee's Name (Printed Name)
2. Addressee's Address (Printed Name)
3. Addressee's City (Printed Name)
4. Addressee's State (Printed Name)
5. Addressee's Zip (Printed Name)

6. Addressee's Phone Number (Printed Name)

KHANNA ENTERPRISES, INC.
2601 MAIN STREET, SUITE 680
IRVINE, CA 92614

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2406 4475

CERTIFIED MAIL

KHANNA ENTERPRISES LTD., III, LP
2601 MAIN ST STE 680
IRVINE, CA 92614

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

KHANNA ENTERPRISES LTD., III, LP
2601 MAIN ST STE 680
IRVINE, CA 92614

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

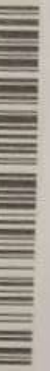
Received by (Printed Name)

☐ Agent
☐ Addressee

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery | |



9590 9402 7690 2122 7167 71

Postage Number (Transfer from service label)

7022 2410 0000 2406 4475

PS Form 3811, July 2020 PSN 7530-02-000-9003

Domestic Return Receipt

7022 2410 0000 2406 4475

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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OFFICIAL USE

Certified Mail Fee

CERTIFIED MAIL

Postmark

For delivery information, visit our website at www.usps.com®
Certified Mail Fee
Return Receipt (hardcopy) \$
Return Receipt (electronic) \$
To collect this amount, please attach to the back of the envelope.

KHANNA ENTERPRISES LTD., III, LP
2601 MAIN ST STE 680
IRVINE, CA 92614

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA 90067

CERTIFIED MAIL



7022 2410 0000 2406 4468

KHANNA ENTERPRISES, LTD., A
LIMITED PARTNERSHIP
2601 MAIN ST #320
IRVINE, CA 92614

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

KHANNA ENTERPRISES, LTD., A
LIMITED PARTNERSHIP
2601 MAIN ST #320
IRVINE, CA 92614



9590 9402 7690 2122 7167 64

2. Article Number (Transfer from service label)

7022 2410 0000 2406 4468

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

1. Received by (Printed Name)

C. Date of Delivery

3. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

7022 2410 0000 2406 4468

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

Certified Mail Fee

2606 0000

Extra Services & Fees (Check box, add fee as appropriate)
☐ Return Receipt (hardcopy) ☐ Return Receipt (electronic)
☐ Restricted Mail (Signature Confirmation) ☐ Restricted Mail (Signature Confirmation)

KAPLAN
Postmark

KHANNA ENTERPRISES, LTD., A
LIMITED PARTNERSHIP
2601 MAIN ST #320
IRVINE, CA 92614

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2406 4451

ASHWIN KHANNA, INC.
2601 MAIN STREET, SUITE 680
IRVINE, CA 92614

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

ASHWIN KHANNA, INC.
2601 MAIN STREET, SUITE 680
IRVINE, CA 92614



9590 9402 7690 2122 7167 57

2. Article Number (Transfer from service label)
7022 2410 0000 2406 4451

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☐ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

7022 2410 0000 2406 4451

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

For delivery information, visit our website at www.usps.com®

Certified Mail fee

Extra services fee

Signature Required (Printed Name)

Signature Required (Printed Name)

Signature
Khan

ASHWIN KHANNA, INC.
2601 MAIN STREET, SUITE 680
IRVINE, CA 92614

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

7022 2410 0000 2406 3058



CERTIFIED MAIL

RAJESH KHANNA, INC.
220 MONTGOMERY STREET, SUITE 1614
SAN FRANCISCO, CA 94104

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

RAJESH KHANNA, INC.
220 MONTGOMERY STREET, SUITE 1614
SAN FRANCISCO, CA 94104

9590 9402 7690 2122 7167 40



2. Article Number (Transfer from service label)

7022 2410 0000 2406 3058

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

1

7022 2410 0000 2406 3058

For delivery information, visit our website at www.usps.com

Signature of Addressee (Printed Name)

Signature of Addressee (Printed Name)

RAJESH KHANNA, INC.

220 MONTGOMERY STREET, SUITE 161
SAN FRANCISCO, CA 94104

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067

CERTIFIED MAIL



7022 2410 0000 2406 4499

RAVI KHANNA, INC.
2601 MAIN STREET, SUITE 680
IRVINE, CA 92614

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

RAVI KHANNA, INC.
2601 MAIN STREET, SUITE 680
IRVINE, CA 92614



9590 9402 7690 2122 7167 33

7022 2410 0000 2406 4499

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

7022 2410 0000 2406 4499

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

OFFICIAL USE

Certified Mail Fee

Corona Drive

City, State, ZIP+4® and Postal Box, and fee as appropriate

Ket Arun K

Official Receipt (back only)

Postmark

Location

RAVI KHANNA, INC.
2601 MAIN STREET, SUITE 680
IRVINE, CA 92614

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

RAJESH KHANNA, INC.
220 MONTGOMERY STREET, SUITE 1614
SAN FRANCISCO, CA 94104



9590 9402 7690 2122 7167 40

2. Article Number (Transfer from service label)

7022 2410 0000 2406 3058

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

7-10-77

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

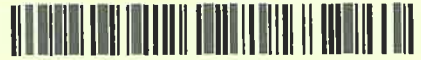
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

1 Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY		SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
☒ Complete items 1, 2, and 3. ☒ Print your name and address on the reverse so that we can return the card to you.		A. Signature X ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No		☒ Complete items 1, 2, and 3. ☒ Print your name and address on the reverse so that we can return the card to you.		A. Signature X ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
KHANNA ENTERPRISES LTD., III, LP 2601 MAIN ST STE 680 IRVINE, CA 92614				KHANNA ENTERPRISES GENERAL PARTNER 2601 MAIN ST STE 320 IRVINE, CA 92614			
 9590 9402 7690 2122 7167 71 Article Number (Transfer from service label) 7022 2410 0000 2406 4475		Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery		 9590 9402 7690 2122 7166 89 Article Number (Transfer from service label) 7022 2410 0000 2406 2983		Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail ☐ Insured Mail Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. KHANNA ENTERPRISES II, LIMITED PARTNERSHIP 2601 MAIN ST #680 IRVINE, CA 92614  9590 9402 7690 2122 7166 10	A. Signature ☐ Agent ☐ Addressee X B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
2. Article Number (Transfer from service label) 7022 2410 0000 2406 3003	
PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. KHANNA ENTERPRISES, LTD., A LIMITED PARTNERSHIP 2601 MAIN ST #320 IRVINE, CA 92614  9590 9402 7690 2122 7167 64	A. Signature ☐ Agent ☐ Addressee X B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery
2. Article Number (Transfer from service label) 7022 2410 0000 2406 4468	
PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

**KHANNA ENTERPRISES V LIMITED
PARTNERSHIP
2601 MAIN ST STE 320
IRVINE, CA 92614**



9590 9402 7690 2122 7167 19

2 Article Number (Transfer from service label)

7022 2410 0000 2406 3034

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000, Los Angeles, California 90067.

On **April 3, 2023**, I served the documents described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** by sending [] the original or [✓] a true copy thereof to the interested parties as follows:

John A. Mavros (SBN: 257673)
jmavros@fisherphillips.com
Sarah G. Bennett (SBN: 329901)
sbennett@fisherphillips.com
2050 Main Street, Suite
Irvine, CA 92614
Tel.: (941) 851-2424
Fax: (941) 851-0152

Attorneys for Defendants
NEVELL GROUP, INC.

☒ **BY ELECTRONIC SERVICE:** Pursuant to Court Order, I hereby certify that I caused a true and correct copy of the document(s) listed above to be served electronically on counsel of record via transmission to OneLegal.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **April 3, 2023**, at Los Angeles, California.

Xochitl Tapia
Type or Print Name

