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FILED
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Clerk of the Napa Superior Court
By: Lori Walker, Deputy

Attorneys for Plaintiff JESSICA FERNANDEZ as a designated Private Attorney General,
pursuant to the Private Attorney General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA

JESSICA FERNANDEZ, as a designated
Private Attorney General, pursuant to the
Private Attorney General Act,

Plaintiff,

v.

SRGA RESORT LP and AUBERGE
RESPORTS LLC; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 25CV002248

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Accurate Itemized Wage Statements; and
5. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment.

1 Plaintiff JESSICA FERNANDEZ (“Plaintiff”), not as an individual, but as a proxy of the
2 State of California, complains and alleges as follows:

3 **INTRODUCTION**

4 1. This is an action brought on behalf of state of California as a Private Attorney
5 General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code
6 §2698 et seq. as a result of one or more of the violations of the California Labor Code alleged
7 herein by Defendant SRGA RESORT LP and AUBERGE RESORTS LLC (collectively referred
8 to herein as “Defendant”). The term “RELEVANT TIME PERIOD” or “TIME PERIOD” is
9 defined as one (1) year and sixty-five (65) days prior to the filing of the complaint. Plaintiff as a
10 Private Attorney General, reserves the right to amend this complaint to reflect a different “Time
11 Period” as further discovery is conducted.
12
13

14 2. Plaintiff, on behalf of the State of California as a Private Attorney General seeks
15 relief against Defendant for its: (1) failure to pay all wages due, including minimum and overtime
16 wages; (2) statements failure to provide meal periods or compensation in lieu thereof, (3) failure
17 to provide rest periods or compensation in lieu thereof, (4) failure to provide accurate itemized
18 wage statements; and (5) failure to pay wages due upon termination of employment.
19

20 3. At all relevant times herein, Defendant has consistently maintained and enforced
21 the following unlawful policies and practices against its workforce by:

22 (a) Willfully refusing to pay all hours worked, including both minimum and overtime
23 wages;
24

25 (b) Willfully refusing to provide timely uninterrupted meal and rest periods or
26 adequate compensation in lieu thereof; and
27

28 (c) Willfully refusing to furnish accurate itemized wage statements upon payment of

wages; and

(d) Willfully refusing to pay all wages due upon separation of employment;

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over the causes of action alleged in this complaint because the Court is a court of general subject matter jurisdiction and is not otherwise excluded from exercising subject matter jurisdiction over said causes of action.

5. Venue is proper in the County of Napa because Defendant, transacts business in this county, the obligations and liability arise in this county.

6. The California Superior Court has jurisdiction in the matter, because of the individual claims are under the seventy-five thousand dollars (\$75,000.00) jurisdictional threshold for Federal Court and this action seeks recovery of civil penalties. Plaintiff is a resident of and/or domiciled in the County of Napa, State of California.

7. Further, there is no federal question at issue as the issues herein are based solely on California statutes and law, including the Labor Code, Code of Civil Procedure, Business and Professions Code, and California Rules of Court.

THE PARTIES

Plaintiff

8. Plaintiff was employed by Defendant beginning in or around May 2023, through November 2024. At all relevant times herein, Plaintiff was employed by Defendant in a paid hourly non-exempt position. At all relevant times herein, Plaintiff was entitled to compensation for all hours worked, including minimum, regular, and overtime wages, as well as meal and rest period premiums from Defendant.

///

Defendant

9. Plaintiff is informed and believes and based thereon allege that Defendant conducts a substantial amount of business in California and is headquartered in California. Plaintiff is informed and believes that Defendant provides hospitality services throughout the state of California.

10. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct herein alleged of Defendant sued herein as DOES 1 through 50, inclusive, but on information and belief alleges that said Defendant is legally responsible for the violations alleged herein. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

11. Plaintiff is informed believes, and thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants. Furthermore, Defendants operate as a joint venture and/or single business enterprise, integrated enterprise and/or are agents of one another, are alter egos, joint employers and conspire with one another to increase profits by engaging in the conduct described in this complaint.

12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy, managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant

are legally attributable to the other Defendants.

PAGA ADMINISTRATIVE PREREQUISITE

13. Plaintiff brings this case as Private Attorney General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code section 2698 et seq. seeking penalties, as provided by the Private Attorney General Act, Labor Code section 2698 et seq. (“PAGA”).

14. Prior to filing this complaint, on August 19, 2025, Plaintiff gave written notice by certified electronic mail to the Labor and Workforce Development Agency (“LWDA”) and to Defendant of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violation as required by Labor Code section 2699.3. A true and correct copy of Plaintiff’s original letter dated August 19, 2025, sent to the LWDA on August 19, 2025, is attached hereto as Exhibit A.

15. More than sixty-five (65) days have passed since Plaintiff submitted his notice to the LWDA and Defendant of the specific alleged Labor Code violations, and the LWDA has not provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff further has received no notice of Defendant; intent to cure any of the alleged violations. Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action as a Private Attorney General with regard to his PAGA notice.

FACTUAL ALLEGATIONS

16. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its employees the benefits due under California’s wage and hour laws for work performed in California. Defendant wrongfully refused to compensate its employees for minimum wages, overtime compensation, provide timely uninterrupted meal and rest periods, provide accurate

1 wage statements, and pay wages owed at the end of the employment, as required under California
2 law.

3 17. Throughout the Relevant Time Period, Defendant employed hourly non-exempt
4 positions throughout California. Defendant failed to include all remuneration paid to all hourly
5 non-exempt employees when calculating Plaintiff's and other non-exempt hourly employees'
6 regular rate for purposes of overtime rate of pay. Specifically, Defendant's employees were
7 obligated to work through meal periods after clocking out as a result of Defendant's failure to
8 adequately staff employees to allow employees to take a timely work-free meal period. Further,
9 Defendant failed to include all rates of pay, incentive payments, and non-discretionary bonuses
10 in employees' regular rate of pay for purposes of calculating overtime, sick-pay, and meal/rest
11 pay premiums. Accordingly, Defendant's employees were not compensated all minimum and
12 overtime wages. Plaintiff and other employees were harmed by Defendant's failure to pay all
13 minimum and overtime wages.
14

15
16 18. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
17 policies and practices described herein are common within the State of California.
18

19 19. Plaintiff is informed and believes, and based thereon alleges, that at all times
20 herein mentioned, Defendant was advised by skilled lawyers, employees and other professionals
21 who were knowledgeable about California's wage and hour laws, employment and personnel
22 practices, and the requirements of California law.
23

24 20. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
25 or should have known that by not compensating its employees for all hours worked, including
26 minimum, regular, and overtime wages, for work that was required to be performed was in
27 violation of the California labor code. In violation of the Labor Code and IWC Wage Orders,
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1 Defendant failed to pay its employees earned wages by failing to compensate at the mandatory
2 minimum wage and proper overtime rate. Defendant also failed to pay its employees at the
3 requisite overtime rate for all hours worked in excess of eight (8) hours and/or twelve (12) hours
4 per workday.

5 21. Plaintiff alleges that Defendant failed to compensate its employees at the legally
6 mandated wage rates for all hours worked. Specifically, Defendant failed to pay Plaintiff and
7 other non-exempt hourly employees earned wages by failing to pay for all hours worked and
8 failing to pay for all hours worked and the proper overtime rate of pay, among other things.
9 Plaintiff and other non-exempt hourly employees were frequently required to work through meal
10 periods and attend to work responsibilities while off-the-clock. Further, Defendant failed or
11 refused to provide premium compensation to Plaintiff and other non-exempt hourly employees
12 for all late meal periods, short meal periods, and all missing meal periods. Further, Defendant
13 failed to record and/or pay Plaintiff and other non-exempt hourly employees for all hours worked
14 wherein Defendant's employees were denied pay each workday while attempting to clock in for
15 their shifts.
16

17 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
18 or should have known that it was required to provide its employees with itemized wage statements
19 that accurately showed their actual hours worked, total hours worked, number of hours worked at
20 each hourly rate, gross and net wages earned, and premium wages earned per pay period in
21 accordance with California law. In violation of the Labor Code, Defendant failed to provide its
22 employees with accurate itemized wage statements showing their rate of pay, the actual hours
23 worked, correct premium wages earned per pay period, as well as the total hours work per pay
24 period.
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1 23. By failing to include on its wage statements all minimum wage and overtime owed,
2 Defendant failed to keep and provide accurate wage statements in violation of the California labor
3 code.

4 24. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
5 or should have known that its employees were entitled to timely payment of wages due upon
6 separation of employment. In violation of the Labor Code, Defendant failed to pay all wages due,
7 within permissible time periods, upon separation of employment.
8

9 **FIRST CAUSE OF ACTION**

10 **VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND**
11 **OVERTIME**

12 **(Plaintiff As a Private Attorney General Against All Defendants)**

13 25. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
14 complaint as if fully set forth herein.
15

16 26. Any work in excess of eight (8) hours in any workday and any work in excess of
17 forty (40) hours in a workweek shall be compensated at a rate of no less than one and one-half
18 (1 & ½) times the regular rate of pay for an employee. (Labor Code § 510(a); IWC Wage Order
19 9-2001, Sect. 3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated
20 at the rate of twice the regular rate of pay for an employee. (*Ibid.*)
21

22 27. Defendant's employees regularly worked over eight (8) hours per day and forty
23 (40) hours per week. Defendant failed to pay its employees minimum wage for all hours worked
24 and overtime premium for hours worked in excess of over eight (8) hours per day and/or forty
25 (40) hours per week for work performed for the Defendant. Defendant failed to include all
26 remuneration paid to hourly non-exempt employees for incentive payments and other types of
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1 remuneration including incentive payments, and shift differential payments, when calculating
2 Plaintiff's and other non-exempt hourly employees' regular rate for purposes of overtime and
3 double-time rate of pay. In addition, Defendant's non-exempt hourly employees were obligated
4 to work off-the-clock as a result of Defendant's failure to adequately staff employees and
5 Defendant exerted control of Plaintiff and other employees off-the-clock.
6

7 28. Since the LWDA has not indicated that it will be investigating more than sixty-
8 five (65) days since Plaintiff provided notice, and because Defendant took no corrective action to
9 remedy the allegations set forth above, Plaintiff, as a Private Attorney General, will seek any and
10 all penalties otherwise capable of being collected by the Labor Commission, the LWDA and/or
11 the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following,
12 as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a),
13 applies to any alleged violation of the following provisions: 510 and 1194.
14

15 29. Plaintiff is informed and believes that Defendant have violated, and continues to
16 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
17 minimum wages and overtime.
18

19 30. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
20 penalties for each and every violation shown to exist or to have occurred during the Relevant
21 Time Period, in an amount according to proof, as to those penalties that are otherwise only
22 available to public agency enforcement actions.
23

24 31. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees
25 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
26 interest.
27

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**VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR
COMPENSATION IN LIEU THEREOF**

32. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

34. Labor Code section 226.7 provides that if an employer fails to provide an employee with a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not relieving employees from all work duties during meal periods thereby preventing employees from taking legally compliant meal periods.

35. At all times relevant hereto, Plaintiff and other non-exempt hourly employees have worked shifts more than five (5) hours in a workday.

36. Plaintiff and other non-exempt hourly employees did not voluntarily or willfully waive meal periods.

37. Pursuant to Labor Code section 226.7, Plaintiff and other non-exempt hourly employees are entitled to damages in the amount equal to one (1) hour of wages at their regular rate of pay for each missed meal break, in an amount to be proven at trial.

38. Plaintiff, as a Private Attorney General, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions.

39. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment interest.

THIRD CAUSE OF ACTION

**VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR
COMPENSATION IN LIEU THEREOF**

(Plaintiff As a Private Attorney General Against All Defendants)

40. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

41. Labor Code section 226.7 and IWC Wage Order 9-2001, section 12 provides that employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours, or major fraction thereof.

42. Labor Code section 226.7, subdivision (b) provides that if an employer fails to provide and employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employees' regular rate of compensation for each workday that the rest period is not provided. Plaintiff and other employees consistently worked over four (4) hours per shift with no rest breaks, due to Defendant's uniform policies and practices.

43. As described above, Defendant failed to reasonably make available rest breaks to Plaintiff and other non-exempt hourly employees throughout the Relevant Time Period.

1 44. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
2 penalties for each and every violation shown to exist or to have occurred during the Relevant
3 Time Period, in an amount according to proof, as to those penalties that are otherwise only
4 available to public agency enforcement actions.

5 45. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees
6 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
7 interest.
8

9 **FOURTH CAUSE OF ACTION**

10 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED**
11 **WAGE STATEMENTS**
12

13 **(Plaintiff As a Private Attorney General Against All Defendants)**

14 46. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
15 complaint as if fully set forth herein.

16 47. Labor Code section 226, subdivision (a), states in pertinent part that, "every
17 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
18 employees, either as a detachable part of the check, draft, or voucher paying the employee's
19 wages, or separately when wages are paid by personal check or cash, an accurate itemized
20 statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . .
21 . . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the
22 inclusive dates of the period for which the employee is paid; (7) the name of the employee and
23 only the last four digits of his or her social security number or an employee identification number
24 other than a social security number; (8) the name and address of the legal entity that is the
25 employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding
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27
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number of hours worked at each hourly rate by the employee...” (Lab. Code, § 226.)

48. Defendant knowingly and intentionally failed to provide timely and accurate itemized wage statements to its employees in accordance with Labor Code section 226, subdivision (a), by failing to record the accurate number of hours worked, the accurate rate of pay for each hour worked, the accurate amount of premiums wages earned, the accurate net pay, and the accurate gross pay. Such failure caused injury to its employees in violation of the California labor code.

49. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA.

50. Additionally, Plaintiff is entitled to attorneys’ fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

FIFTH CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON

TERMINATION OF EMPLOYMENT

(Plaintiff As a Private Attorney General Against All Defendants)

51. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

52. Employees who ended their employment with Defendant during the Relevant Time Period, were entitled to be promptly paid all wages owed, including both minimum wage

1 and lawful overtime compensation and other premiums, as required by Labor Code sections 201
2 and 203.

3 53. Defendant refused and/or failed to promptly compensate its employees for wages
4 owed as a result of Defendant's failure to properly pay meal and rest break premiums, and
5 minimum and overtime compensation owed for work performed for Defendant.
6

7 54. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
8 Act (2004, and more specifically, Labor Code §2698 et seq, will seek any and all penalties
9 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
10 each of the following, as set forth in Labor Code section 2699.5, which provides that section
11 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203,
12 226, 226.7, 510, 512, 1174, and 1194.
13

14 55. Plaintiff, as a personal representative of the general public, will and does seek to
15 recover any and all penalties for each and every violation shown to exist or to have occurred
16 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
17 otherwise only available to public agency enforcement actions. Funds recovered will be
18 distributed in accordance with the PAGA.
19

20 56. Additionally, Plaintiff as a Private Attorney General is entitled to attorneys' fees
21 and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.
22

23 **PRAYER FOR RELIEF**

24 **WHEREFORE**, Plaintiff as a Private Attorney General pray for judgment as follows:

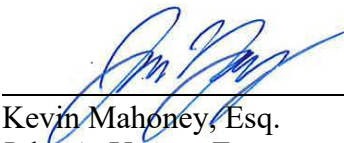
- 25 1. For civil penalties for each violation as provided by law, including, but not
26 limited to, those civil penalties provided by PAGA;
27 2. For costs of suit and expenses incurred herein pursuant to Labor Code section
28

2699, subdivision (g), and any other statutory basis or pursuant to the
California Rules of Court;

3. For reasonable attorneys' fees pursuant to Labor Code section 2699,
subdivision (g), and any other statutory basis; and
4. For all such other and further relief as the Court may deem just and proper.

Dated: October 24, 2025

MAHONEY LAW GROUP, APC



Kevin Mahoney, Esq.
John A. Young, Esq.
Attorneys for Plaintiff JESSICA FERNANDEZ

EXHIBIT A



John A. Young, Esq.
(562) 590-5550 phone
(562) 590-8400 facsimile
jyoung@mahoney-law.net

August 19, 2025

LWDA Online Submission

LABOR AND WORKFORCE DEVELOPMENT AGENCY
<http://dir.govfa.net/411>

VIA CERTIFIED MAIL # 9589 0710 5270 2375 1947 25

Return Receipt Requested

SRGA RESORT LP
1644 Platte Ste 3130
Denver, CO 80202

VIA CERTIFIED MAIL # 9589 0710 5270 2375 1947 32

Return Receipt Requested

SRGA RESORT LP
200 Stanly Crossroad
Napa, CA 94559

VIA CERTIFIED MAIL # 9589 0710 5270 2375 1947 49

Return Receipt Requested

Auberge Resorts LLC
1375 Enclave Parkway
Houston, TX 77077

Re: Fernandez v. SRGA Resort LP, et al.

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency; SRGA Resort LP and Auberge Resorts LLC

From: Jessica Fernandez, on behalf of herself and aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Ms. Jessica Fernandez (“Ms. Fernandez” or “Employee”), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* (“PAGA”), on behalf of himself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

SRGA Resort LP and Auberge Resorts LLC (hereinafter “Employer”) are luxury hotel and resort management companies. Ms. Fernandez began her employment with Employer on or around May 2023 through November 2024.

Ms. Fernandez alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 226, 226.7, 227.3, 510, 1174, and 1194, by failing to pay Ms. Fernandez and all other aggrieved employees all wages owed, including minimum wage and overtime, failing to provide rest periods, failing to provide accurate wage statements and maintain accurate payroll records, and failing to pay all wages owed at end of employment. Ms. Fernandez and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt positions in California during the liability period of one year prior to submission of this notice to the LWDA through the date of judgment.

A. Employer failed to pay Ms. Fernandez and other aggrieved employees for all hours worked, in accordance with California law, including both minimum wage and overtime

Employer failed to pay Ms. Fernandez and other aggrieved employees at the legally mandated minimum and overtime wage rates for all hours worked in violation of California law. Specifically, Employer required Ms. Fernandez and other aggrieved employees to work in excess of eight (8) hours in a day or forty (40) hours in a week less than one- and one-half times their regular rate, in addition to Employer’s obligation to pay minimum wage for non-overtime hours worked. *Huntington Memorial Hospital v. Superior Court of Los Angeles*, 131 Cal. App. 4th 893 (2005). Specifically, Employer failed to compensate Ms. Fernandez and other aggrieved employees for work performed while clocked-out during their meal period wherein employees were obligated to work as a result of Employer’s failure to adequately staff employees. Additionally, Employer failed to pay Ms. Fernandez and employees at a rate of at least one-and-a-half times her regular rate, including but not limited to including incentive payments/nondiscretionary bonuses in employees’ regular rate when calculating an employees’ overtime rate, despite having worked in excess of eight (8) hours in a day or forty (40) hours in week. Employer did not properly compensate employees which resulted in lost wages to Ms. Fernandez and other aggrieved employees.

Employer's failure to pay minimum wage and applicable overtime rates to Ms. Fernandez and other aggrieved employees as detailed above is actionable under PAGA as a violation

of Labor Code sections 227.3, 510, and 1194.

B. Employer failed to provide Ms. Fernandez and other aggrieved employees with meal and rest periods, or premium compensation in lieu thereof, in accordance with California law

Ms. Fernandez alleges that she and other aggrieved employees were often precluded from taking timely and uninterrupted meal and rest breaks in accordance with California law due to the nature of their work. Ms. Fernandez alleges that he and other aggrieved employees routinely did not receive at least one duty-free, uninterrupted meal period within the first five (5) hours worked, and a second meal period before the start of the 11th hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.). Ms. Fernandez and other aggrieved employees, regularly received late meal periods or had their meal periods interrupted to attend to work responsibilities as a result of Employer's failure to adequately staff employees.

Further, Ms. Fernandez alleges that he and other aggrieved employees regularly had their meal and rest periods interrupted due to Employer requiring employees to complete work, attend to patrons, and or confer with managers/co-workers regarding work responsibilities.

When employees were prevented from taking timely and complete meal and rest periods, they did not receive premium pay as compensation for the missed meal and periods. Ms. Fernandez alleges she and other aggrieved employees were not compensated with premium pay for every meal period and rest period that was not timely provided or interrupted. Employer's conduct is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

C. Employer failed to provide Ms. Fernandez and other aggrieved employees compliant wage statements

As a result of Employer's failure to pay all wages owed, as described herein, Employer further failed to keep accurate payroll records and failed to provide Ms. Fernandez and other aggrieved employees with complete and accurate itemized wage statements showing the actual hours worked, premium wages earned per pay period, the accurate net and gross wage earned per pay period, and the accurate rate of pay for each hour worked. Further, Employer failed to provide Ms. Fernandez and other employees wage statements containing Employer's legal entity name and address. This conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA.

D. Employer failed to provide pay all wages owed at the time their employment ended to Ms. Fernandez and aggrieved employees

Pursuant to California Labor Code sections 201-203, employers are required to pay all earned and unpaid wages immediately upon termination by the employer and within 72 hours if the employee resigns. At the time of Ms. Fernandez's and other aggrieved employees' separation from employment, they were entitled to wages for the time worked during the meal breaks or the

premiums paid in lieu of missed/interrupted meal and or rest breaks. However, Employer failed to pay such wages within 72 hours of the end of Ms. Fernandez and other aggrieved employees' employment.

E. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Ms. Fernandez becomes aware of additional compensation owed or losses incurred by her or by any other aggrieved employee of the Employer, Ms. Fernandez expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
John A. Young, Esq.
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: jyoung@mahoney-law.net

Sincerely,



John A. Young, Esq.

MAHONEY LAW GROUP, APC