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 JAYSON EDISON

FILED
 Superior Court of California
 County of Los Angeles
04/24/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lozano Deputy

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

JAYSON EDISON, individually, and on behalf of
 other members of the general public similarly
 situated,

Plaintiffs,

vs.

HARDAGE HOSPITALITY, LLC, a Delaware
 corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No. 23STCV03725

*Assigned for all purposes to Judge Stuart M.
 Rice, Dept. 1*

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

1. Violation of California Labor Code Sections 510 and 1198 (Unpaid Overtime);
2. Violation of California Labor Code Sections 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
3. Violation of California Labor Code Sections 226.7 and 512 (Unpaid Meal Period Premiums);
4. Violation of California Labor Code Section 226.7 (Unpaid Rest Period Premiums);
5. Violation of California Labor Code Sections 226(a) (Failure to Provide Accurate Wage Statements);

6. Violation of California Labor Code Sections 201, 202, and 203 (Final Wages Not Timely Paid);
7. Violation of California Labor Code Sections 2800 and 2802 (Failure to Reimburse Necessary Business Expenses);
8. Violation of California Business and Professions Code Sections 17200 et seq.(Unfair and Unlawful Business Practices); and
9. Violation of Cal. Labor Code § 2699, et seq. (Private Attorneys General Act)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff JAYSON EDISON (“Plaintiff”), individually and on behalf of all members of the general public similarly situated, and on behalf of other aggrieved employees pursuant to the California Labor Code Private Attorneys General Act, and alleges as follow:

JURISDICTION AND VENUE

1. Plaintiff brings this action against Defendants HARDAGE HOSPITALITY, LLC and DOES 1 through 25 (hereinafter also collectively referred to as “Defendants”) for California Labor Code violations, unfair business practices, and civil penalties stemming from Defendants’ failure to pay overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure to timely pay wages, failure to provide accurate wage statements, failure to maintain accurate time and payroll records, and failure to reimburse necessary business-related expenses.

2. Plaintiff’s First through Eighth Causes of Action are brought as a class action on behalf of himself and similarly situated current and former employees of Defendants (hereinafter collectively referred to as the “Class” or “Class Members,” as defined more fully in paragraph 13, below) pursuant to California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. Plaintiff’s Ninth Cause of Action is brought as a representative action on behalf of himself and certain other current and former employees of Defendants against whom one or more of the alleged violations was committed (hereinafter collectively referred to as the “Aggrieved Employees”) pursuant to California Labor Code sections 2698, *et seq.* Plaintiff is an aggrieved employee against whom one or more of the alleged violations occurred. The civil penalties sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

4. The Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of Los Angeles.

THE PARTIES

7. At all times herein mentioned, Plaintiff JAYSON EDISON was a resident of Los Angeles County in the State of California.

8. At all times herein mentioned, Defendant HARDAGE HOSPITALITY, LLC, was and is, upon information and belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout Los Angeles County and the State of California.

9. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

10. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to, HARDAGE HOSPITALITY, LLC, and/or DOES 1 through 25 (collectively “Defendants”), each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others’ behalf. The acts of any and all Defendants represent and were in accordance with Defendants’ official policy.

11. At all relevant times, Defendants were the employers of Plaintiff within the meaning of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make each of said Defendants employers and employers liable under the statutory provisions set forth herein.

12. Defendants had the authority to hire and terminate Plaintiff, the other class member,

1 and aggrieved employees, to set work rules and conditions governing their employment, and to
2 supervise their daily employment activities.

3 13. Defendants exercised sufficient authority over the terms and conditions of Plaintiff,
4 the other class member, and aggrieved employees' employment for them to be their joint employers.

5 14. Defendants directly hired and paid wages and benefits to Plaintiff, the other class
6 member, and aggrieved employees.

7 15. Defendants continue to employ hourly paid and/or non-exempt employees within the
8 State of California.

9 16. At all relevant times, Defendants, and each of them, ratified each and every act or
10 omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted
11 the acts and omissions of each and all the other Defendants in proximately causing the damages herein
12 alleged.

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

16 **CLASS ACTION ALLEGATIONS**

17 18. Plaintiff brings this lawsuit as a class action on behalf of himself and all others similarly
18 situated, as members of a proposed class pursuant to California Code of Civil Procedure section
19 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance, and
20 superiority requirements under California Code of Civil Procedure section 382.

21 19. The proposed class is defined as follows:

22 All current and former hourly-paid and/or non-exempt employees who worked for
23 Defendants in the State of California at any time during the period from four years prior
24 to the date of the filing of this Complaint until final judgment.

25 20. Plaintiff reserves the right to establish additional subclasses as appropriate.

26 21. There is a well-defined community of interest in the litigation and the Class is easily
27 ascertainable.

28 22. The Class is so numerous that the individual joinder of all its members is impracticable.

1 While the exact number and identities of class members are unknown to Plaintiff at this time, the exact
2 numbers of class members and their identities can be ascertained through appropriate discovery from
3 records maintained by Defendants and their agents.

4 23. Common questions of fact and law exist as to all class members, which predominate
5 over any questions affecting only individual members of the Class. The common legal and factual
6 questions which do not vary from class member to class member and which may be determined
7 without reference to the individual circumstances of any class member include, but are not limited to,
8 the following:

- 9 i. Whether Defendants had a policy and practice of failing to pay overtime wages to
10 Plaintiff and the other class members for all overtime hours worked;
- 11 ii. Whether Defendants had a policy and practice of failing to pay minimum wages to
12 Plaintiff and the other class members for all hours worked;
- 13 iii. Whether Defendants had a policy and practice of failing to provide meal periods to
14 Plaintiff and the other class members;
- 15 iv. Whether Defendants had a policy and practice of failing to provide rest periods to
16 Plaintiff and the other class members;
- 17 v. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in
18 the State of California for all hours worked, and for all missed, short, late, and/or
19 interrupted meal periods and rest breaks;
- 20 vi. Whether Defendants' failure to pay wages, without abatement or reduction, in
21 accordance with the California Labor Code, was willful;
- 22 vii. Whether Defendants failed to pay all wages due to Plaintiff and the other class members
23 within the required time upon their discharge or resignation;
- 24 viii. Whether Defendants failed to comply with wage reporting as required by the California
25 Labor Code; including, *inter alia*, section 226;
- 26 ix. Whether Defendants failed to reimburse Plaintiff and the other class members for
27 necessary business-related expenses and costs;
- 28 x. Whether Defendants' conduct was willful or reckless;

- xi. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- xii. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- xiii. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

24. Plaintiff's claims are typical of the claims of the Class, and Plaintiff's interests are coincident with and not antagonistic to those of the other class members they seek to represent. Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained attorneys experienced in the prosecution of class actions and Plaintiff intends to prosecute this action vigorously.

25. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since individual litigation of the claims of all class members is impracticable. Even if every class member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action, with respect to some or all of the issues presented in this Complaint, presents fewer management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each class member.

26. Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

PAGA ALLEGATIONS

27. At all times set forth herein, PAGA was applicable to Plaintiff's employment by

1 Defendants.

2 28. At all times set forth herein, PAGA provides that any provision of law under the
3 California Labor Code that provides for a civil penalty, including unpaid wages and premium wages,
4 to be assessed and collected by the California Labor & Workforce Development Agency (“LWDA”)
5 for violations of the California Labor Code may, as an alternative, be recovered through a civil action
6 brought by an aggrieved employee on behalf of himself and other current or former employees
7 pursuant to procedures outlined in California Labor Code section 2699.3.

8 29. Pursuant to PAGA, a civil action may be brought by an “aggrieved employee,” who is
9 any person that was employed by the alleged violator and against whom one or more of the alleged
10 violations was committed.

11 30. Plaintiff was employed by Defendants and the alleged violations were committed
12 against him during his time of employment and he is, therefore, an aggrieved employee. Plaintiff and
13 the other employees are “aggrieved employees” as defined by California Labor Code section 2699(c)
14 in that they are current or former employees of Defendants and one or more of the alleged violations
15 were committed against them.

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

19 (a) The aggrieved employee shall give written notice by certified mail (hereinafter
20 “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the
21 Labor Code alleged to have been violated, including the facts and theories to support the
22 alleged violations.

23 (b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the
24 aggrieved employee by certified mail that it does not intend to investigate the alleged
25 violation within sixty (60) calendar days of the postmark date of the Employee’s Notice.
26 Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty
27 five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved
28 employee may commence a civil action pursuant to California Labor Code section 2699

1 to recover civil penalties in addition to any other penalties to which the employee may be
2 entitled.

3 32. On February 17, 2023, Plaintiff provided notice by electronic submission to the LWDA
4 and by certified mail to Defendants regarding the specific provisions of the Labor Code alleged to
5 have been violated, including the facts and theories to support the alleged violations, pursuant to Labor
6 Code section 2699.3. Plaintiff did not receive an LWDA Notice within sixty-five calendar days of
7 providing the Employee's Notice.

8 33. Therefore, the administrative prerequisites under California Labor Code section
9 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of
10 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197,
11 1197.1, 1198, 2800 and 2802 have been satisfied.

12 **GENERAL ALLEGATIONS**

13 34. Defendants, jointly and severally, employed Plaintiff from approximately April 2021
14 to August 2022, first as a Guest Services Associate (April 2021 – September 2021) and then as Night
15 Auditor (September 2021 – August 2022), at the property known as Residence Inn by Marriott and
16 Courtyard by Marriott located at 4360 Via Marina, Marina Del Rey, CA 90292.

17 35. Defendants hired Plaintiff, the other class member, and aggrieved employees but failed
18 to properly pay them all overtime wages and minimum wages for all hours worked, failed to provide
19 all meal and rest breaks to which they were entitled, failed to timely pay all wages upon termination
20 of employment, failed to provide accurate wage statements, failed to reimburse necessary business-
21 related expenses, and failed to adhere to other related protections afforded by the California Labor
22 Code and applicable Industrial Welfare Commission Wage Order.

23 36. Plaintiff, the other class member, and aggrieved employees worked over eight (8)
24 hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

25 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
26 should have known that pursuant to California Labor Code sections 510 and 1198, and the applicable
27 IWC Wage Order, Plaintiff, the other class member, and aggrieved employees were entitled to receive
28 certain wages for overtime compensation and that they were not receiving certain wages for overtime

1 compensation.

2 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
3 should have known that pursuant to California Labor Code sections 1194, 1197, 1197.1, and the
4 applicable IWC Wage Order, Plaintiff, the other class member, and aggrieved employees were entitled
5 to receive at least minimum wages for all hours worked and that they were not receiving minimum
6 wages for all hours worked.

7 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
8 should have known that pursuant to California Labor Code sections 226.7, 512, and the applicable
9 IWC Wage Order, Plaintiff, the other class member, and aggrieved employees were entitled to receive
10 a meal period or payment of one (1) additional hour of pay at their regular rate of compensation when
11 they were not provided with an uninterrupted meal period of no less than thirty (30) minutes for a
12 work period of more than five hours per day and that Plaintiff, the other class member, and aggrieved
13 employees were entitled to receive a second meal period or payment of one (1) additional hour of pay
14 at their regular rate of compensation when they were not provided with an uninterrupted second meal
15 period of no less than thirty (30) minutes for a work period of more than ten (10) hours per day.
16 However, Plaintiff, the other class member, and aggrieved employees did not receive all meal periods
17 or payment of one (1) additional hour of pay at their regular rate of compensation when a meal period
18 was missed, shortened, taken late, and/or interrupted.

19 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
20 should have known that pursuant to California Labor Code section 226.7 and the applicable IWC
21 Wage Order, Plaintiff, the other class member, and aggrieved employees were entitled to receive all
22 rest periods or payment of one (1) additional hour of pay at their regular rate of compensation when
23 they were not provided with an uninterrupted rest period of no less than ten (10) minutes for every
24 four hours, or major fraction thereof, worked. However, Plaintiff, the other class member, and
25 aggrieved employees did not receive all rest periods or payment of one (1) additional hour of pay at
26 their regular rate of compensation when a rest period was missed, shortened, taken late, and/or
27 interrupted.

28 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew

1 or should have known that they were required to provide Plaintiff, the other class member, and
2 aggrieved employees with complete and accurate itemized wage statements pursuant to California
3 Labor Code section 226, but failed to do so.

4 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
5 or should have known pursuant to California Labor Code sections 2800 and 2802 that Plaintiff, the
6 other class member, and aggrieved employees were entitled to reimbursement for necessary
7 business-related expenses, but, in fact, did not reimburse them for necessary business-related
8 expenses.

9 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
10 should have known that Plaintiff, the other class member, and aggrieved employees were entitled to
11 receive all wages upon termination of employment, including, without limitation, overtime wages,
12 minimum wages, meal period premium wages, and rest period premium wages, and that they did not
13 receive payment of all wages upon termination of employment in violation of California Labor Code
14 sections 201 and 202.

15 **FIRST CAUSE OF ACTION**

16 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

17 **(Against HARDAGE HOSPITALITY, LLC and DOES 1-25)**

18 44. Plaintiff incorporates herein by specific reference, as though fully set forth, the
19 allegations in all preceding paragraphs.

20 45. California Labor Code section 1198 and the applicable Industrial Welfare Commission
21 (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a
22 rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the
23 number of hours worked by the person on a daily or weekly basis.

24 46. Specifically, the applicable IWC Wage Order provides that Defendants were required
25 to pay Plaintiff and the other class members at the rate of time-and-one-half for all hours worked in
26 excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

27 47. The applicable IWC Wage Order further provides that Defendants were required to pay
28 Plaintiff and the other class members overtime compensation at a rate of two (2) times their regular

1 rate of pay for all hours worked in excess of twelve (12) hours in a day.

2 48. California Labor Code section 510 codifies the right to overtime compensation at one-
3 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
4 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to
5 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours
6 in a day or in excess of eight (8) hours in a day on the seventh day of work.

7 49. During the relevant time period, Plaintiff and the other class members regularly worked
8 in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty
9 (40) hours in a week. However, Defendants did not record Plaintiff and the other class members'
10 actual hours worked and intentionally and willfully failed to pay all overtime wages owed to Plaintiff
11 and the other class members and failed to pay one-and-one half times the regular hourly rate for
12 overtime hours. Defendants' failure to pay overtime wages included, *inter alia*, amongst other things,
13 requiring Plaintiff and the other class members to perform work off-the-clock – i.e, during purported
14 meal periods. This off-the-clock work included, amongst other things, requiring Plaintiff and the other
15 class members to respond to Defendants, co-workers, and supervisors for work-related requests during
16 purported meal and rest breaks; and provide customer service to guests, such as checking them in/out
17 and preparing room keys.

18 50. Defendants' failure to pay Plaintiff and the other class members as outlined above
19 violates California Labor Code sections 510 and 1198, and is therefore unlawful.

20 51. Pursuant to California Labor Code section 1194, Plaintiff and the other class members
21 are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys'
22 fees.

23 **SECOND CAUSE OF ACTION**

24 **VIOLATION OF LABOR CODE SECTIONS 1194, 1197, AND 1197.1**

25 **(Against HARDAGE HOSPITALITY, LLC and DOES 1-25)**

26 52. Plaintiff incorporates herein by specific reference, as though fully set forth, the
27 allegations in all preceding paragraphs.

28 53. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 provide

1 that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum
2 wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
3 Plaintiff and the other class members were not paid the appropriate minimum wage for all of the hours
4 they worked. Plaintiff and the other class members were not paid the minimum wage for work
5 performed beyond their scheduled shifts, and the wages paid to them were not sufficient to compensate
6 them for all hours they worked at a minimum wage rate on a cumulative basis. Defendants failed to
7 pay Plaintiff and the other class members for time spent working “off-the-clock” performing duties
8 including, but not limited to, amongst other things, requiring Plaintiff and the other class members to
9 respond to Defendants, co-workers, and supervisors for work-related requests during purported meal
10 and rest breaks; and provide customer service to guests, such as checking them in/out and preparing
11 room keys. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and
12 the other class members for all hours he worked in violation of California Labor Code sections 1194,
13 1197, and 1197.1.

14 54. Defendants’ failure to pay Plaintiff and the other class members the minimum wage as
15 required violates California Labor Code sections 1194, 1197 and 1197.1. Pursuant to those sections,
16 Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage
17 compensation, as well as interest, costs, and attorney’s fees.

18 55. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
19 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid
20 and interest thereon.

21 **THIRD CAUSE OF ACTION**

22 **VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512**

23 **(Against HARDAGE HOSPITALITY, LLC and DOES 1-25)**

24 56. Plaintiff incorporates herein by specific reference, as though fully set forth, the
25 allegations in all preceding paragraphs.

26 57. At all relevant times herein set forth, the applicable IWC Wage Order(s) and California
27 Labor Code sections 226.7 and 512(a) were applicable to Plaintiff and the other class members’
28 employment by Defendants.

1 58. At all relevant times herein set forth, California Labor Code section 226.7 provides that
2 no employer shall require an employee to work during any meal period mandated by an applicable
3 IWC Order.

4 59. At all relevant times herein set forth, California Labor Code section 512(a) provides
5 that an employer may not require, cause, or permit an employee to work for a period of more than five
6 (5) hours per day without providing the employee with a meal period of not less than thirty (30)
7 minutes, except that if the total work period per day of the employee is not more than six (6) hours,
8 the meal period may be waived by mutual consent of both the employer and the employee.

9 60. During the relevant time period, Plaintiff and the other class members who were
10 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
11 legally-mandated meal periods by mutual consent, were required to work for periods longer than five
12 (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

13 61. During the relevant time period, Plaintiff and the other class members
14 who were scheduled to work for a period of time in excess of six (6) hours, were required to work for
15 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
16 minutes.

17 62. During the relevant time period, Plaintiff and the other class members,
18 who were scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve
19 (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were
20 required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of
21 not less than thirty (30) minutes.

22 63. During the relevant time period, Plaintiff and the other class members,
23 who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work
24 for periods longer than ten (10) hours without a second uninterrupted meal period of not less than
25 thirty (30) minutes.

26 64. During the relevant time period, Defendants willfully required Plaintiff and the other
27 class members to work during meal periods and failed to compensate Plaintiff and the other class
28 members for work performed during meal periods. As a result, Plaintiff worked through meal periods,

1 took late meal periods, took interrupted meal periods, or took short meal periods, if at all.

2 65. During the relevant time period, Defendants failed to pay Plaintiff and the other class
3 members all meal period premiums due pursuant to California Labor Code section 226.7 and
4 512. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor Code
5 sections 226.7 and 512(a).

6 66. Pursuant to the applicable IWC Wage Order and California Labor Code section
7 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional
8 hour of pay at their regular rate of compensation for each work day that a meal period was not
9 provided.

10 **FOURTH CAUSE OF ACTION**

11 **VIOLATION OF LABOR CODE SECTION 226.7**

12 **(Against HARDAGE HOSPITALITY, LLC and DOES 1-25)**

13 67. Plaintiff incorporates herein by specific reference, as though fully set forth, the
14 allegations in all preceding paragraphs.

15 68. At all relevant times herein set forth, the applicable IWC Wage Order and California
16 Labor Code section 226.7 were applicable to Plaintiff and the other class members' employment by
17 Defendants.

18 69. At all relevant times, California Labor Code section 226.7 provides that no employer
19 shall require an employee to work during any rest period mandated by an applicable order of the
20 California IWC.

21 70. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
22 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
23 the middle of each work period" and that the "rest period time shall be based on the total hours worked
24 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless
25 the total daily work time is less than three and one-half (3½) hours.

26 71. Pursuant to the applicable IWC Wage Order and California Labor Code section
27 226.7(b), Plaintiff and the other class members were entitled to recover from Defendants one (1)
28 additional hour of pay at their regular hourly rate of compensation for each workday that the rest period

1 was not provided.

2 72. During the relevant time period, Defendants required Plaintiff and the other class
3 members to work three and one-half (3 ½) or more hours without authorizing or permitting a ten (10)
4 minute rest period per each four (4) hour period, or major fraction thereof, worked.

5 73. During the relevant time period, Defendants willfully required Plaintiff and the other
6 class members to work during rest periods. Defendants failed to relieve Plaintiff and the other class
7 members of all duties such that they could take compliant rest breaks. As a result, Plaintiff worked
8 through rest periods, took late rest periods, took interrupted rest periods, or took short rest periods, if
9 at all.

10 74. Defendants also had no policy and/or practice to pay a premium when rest periods were
11 missed, short, late, and/or interrupted and thus failed to pay Plaintiff and the other class members the
12 full rest period premium due in violation of California Labor Code section 226.7.

13 75. Defendants' conduct violates the applicable IWC Wage Orders and California Labor
14 Code section 226.7.

15 76. Pursuant to the applicable IWC Wage Orders and California Labor Code section
16 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional
17 hour of pay at their regular rate of compensation for each work day that a rest period was not
18 provided.

19 **FIFTH CAUSE OF ACTION**

20 **VIOLATION OF LABOR CODE SECTION 226(a)**

21 **(Against HARDAGE HOSPITALITY, LLC and DOES 1-25)**

22 77. Plaintiff incorporates herein by specific reference, as though fully set forth, the
23 allegations in all preceding paragraphs.

24 78. At all material times set forth herein, California Labor Code section 226(a) provides
25 that every employer shall furnish each of his or her employees an accurate itemized wage statement
26 in writing, including, but not limited to, the name and address of the legal entity that is the employer,
27 total hours worked, and all applicable hourly rates.

28 79. Defendants have intentionally and willfully failed to provide Plaintiff and the other

1 class members with complete and accurate wage statements. The deficiencies include, among other
2 things, the failure to state all hours worked and the failure to state all hourly rates.

3 80. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
4 and the other class members have suffered injury and damage to their statutorily protected rights.

5 81. Specifically, Plaintiff and the other class members have been injured by Defendants'
6 intentional violation of California Labor Code section 226(a) because they were denied both their legal
7 right to receive, and their protected interest in receiving, accurate, itemized wage statements under
8 California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate
9 number of total hours worked on wage statements, Plaintiff and the other class members been
10 prevented by Defendants from determining if all hours worked were paid and the extent of the
11 underpayment. Plaintiff had to file this lawsuit, and will further have to conduct discovery, reconstruct
12 time records, and perform computations in order to analyze whether in fact Plaintiff and the other class
13 members were paid correctly and the extent of the underpayment, thereby causing Plaintiff to incur
14 expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these costs
15 had Defendants provided the accurate number of total hours worked. This has also delayed Plaintiff's
16 ability to demand and recover the underpayment of wages from Defendants.

17 82. Plaintiff and the other class members are entitled to recover from Defendants the
18 greater of their actual damages caused by Defendants' failure to comply with California Labor Code
19 section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000).

20 **SIXTH CAUSE OF ACTION**

21 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

22 **(Against HARDAGE HOSPITALITY, LLC and DOES 1-25)**

23 83. Plaintiff incorporates herein by specific reference, as though fully set forth, the
24 allegations in all preceding paragraphs.

25 84. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
26 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
27 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
28 at the time of discharge are due and payable immediately. California Labor Code section 202

1 mandates that if an employee quits, his or her wages shall become due and payable not later than
2 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of his
3 or her intention to quit, in which case the employee is entitled to his or her wages at the time of
4 quitting.

5 85. California Labor Code section 203 provides that if an employer willfully fails to pay,
6 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
7 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
8 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
9 continue for more than thirty (30) days.

10 86. At the time that Plaintiff and the other class members' employment with Defendants
11 ended, Defendants knowingly and willfully failed to pay Plaintiff and the other class members all
12 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
13 limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium
14 wages.

15 87. As a result, Plaintiff and the other class members are entitled to all available
16 statutory penalties, including the waiting time penalties provided in California Labor Code section
17 203, together with interest thereon, as well as other available remedies.

18 **SEVENTH CAUSE OF ACTION**

19 **VIOLATION OF LABOR CODE SECTIONS 2800 AND 2802**

20 **(Against HARDAGE HOSPITALITY, LLC and DOES 1-25)**

21 88. Plaintiff incorporates herein by specific reference, as though fully set forth, the
22 allegations in all preceding paragraphs.

23 89. Pursuant to California Labor Code sections 2800 and 2802, an employer must
24 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
25 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
26 consequence of his or her obedience to the directions of the employer.

27 90. Plaintiff and the other class members incurred necessary business-related expenses and
28 costs that were not fully reimbursed by Defendants, including, but not limited to, the usage of personal

1 cell phones for work-related purposes.

2 91. Defendants intentionally and willfully failed to reimburse Plaintiff and the other class
3 members for all necessary business-related expenses and costs. Plaintiff and the other class members
4 are entitled to recover from Defendants their business-related expenses and costs incurred during the
5 course and scope of his employment, plus interest accrued from the date on which Plaintiff and the
6 other class members incurred the necessary expenditures at the same rate as judgments in civil actions
7 in the State of California.

8 **EIGHTH CAUSE OF ACTION**

9 **UNFAIR AND UNLAWFUL BUSINESS PRACTICES IN**
10 **VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200 ET. SEQ.**

11 **(Against HARDAGE HOSPITALITY, LLC and DOES 1-25)**

12 92. Plaintiff incorporates herein by specific reference, as though fully set forth, the
13 allegations in all preceding paragraphs.

14 93. Each and every one of Defendants' acts and omissions in violation of the California
15 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to
16 Defendant's failure and refusal to pay overtime compensation, Defendant's failure and refusal to pay
17 minimum wages, Defendants' failure and refusal to provide required meal periods, Defendants' failure
18 and refusal to provide required rest periods, Defendants' failure and refusal to furnish accurate
19 itemized wage statements, Defendants' failure and refusal to reimburse business-related expenses, and
20 Defendants' failure to timely pay wages upon termination constitutes an unfair and unlawful business
21 practice under California Business and Professions Code § 17200 et seq.

22 94. Defendants' violations of California wage and hour laws constitute an unfair and
23 unlawful business practice because Defendants' aforementioned acts and omissions were done
24 repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff
25 and the other class members.

26 95. Defendants have avoided payment of overtime wages, minimum wages, meal period
27 premiums, rest period premiums, and other benefits as required by the California Labor Code, the
28 California Code of Regulations, and the applicable IWC Wage Order. Further, Defendants have failed

1 to record, report, and pay the correct sums of assessment to the state authorities under the California
2 Labor Code and other applicable regulations.

3 96. As a result of Defendants' unfair and unlawful business practices, Defendants have
4 reaped unfair and illegal profits during Plaintiff and the other class members' tenure at the expense of
5 Plaintiff, the other class members, and members of the public. Defendants should be made to disgorge
6 its ill-gotten gains and to restore them to Plaintiff and the other class members.

7 97. Defendants' unfair and unlawful business practices entitle Plaintiff and the other class
8 members to seek preliminary and permanent injunctive relief, including but not limited to orders that
9 Defendants account for, disgorge, and restore to Plaintiff and the other class members the wages and
10 other compensation unlawfully withheld from them. Plaintiff and the other class members are entitled
11 to restitution of all monies to be disgorged from Defendants in an amount according to proof at the
12 time of trial.

13 **NINTH CAUSE OF ACTION**

14 **VIOLATION OF CALIFORNIA LABOR CODE §§ 2699, ET SEQ.**

15 **(Against HARDAGE HOSPITALITY, LLC and DOES 1-25)**

16 98. Plaintiff incorporates herein by specific reference, as though fully set forth, the
17 allegations in all preceding paragraphs.

18 99. PAGA expressly establishes that any provision of the California labor Code which
19 provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments,
20 divisions, commissions, boards, agencies or employees for a violation of the California Labor Code,
21 may be recovered through a civil action brought by an aggrieved employee on behalf of himself or
22 herself, and other current or former employees.

23 100. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
24 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
25 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

26 101. Plaintiff and the other hourly-paid, non-exempt employees are "aggrieved employees"
27 as defined by California Labor Code section 2699(c) in that they are all current or former employees
28 of Defendants, and one or more of the alleged violations were committed against them.

1 102. Defendants' conduct, as alleged herein, violates numerous sections of the California
2 Labor Code, including, but not limited to, the following:

- 3 (a) Violation of California Labor Code sections 510 and 1198 for failure to pay
4 overtime wages, as set forth more fully below;
- 5 (b) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to
6 pay minimum wages, as set forth more fully below;
- 7 (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide
8 legally required meal periods, as set forth more fully below;
- 9 (d) Violation of California Labor Code section 226.7 for failure to provide legally
10 required rest periods, as set forth more fully below;
- 11 (e) Violation of California Labor Code section 204 for failure to timely pay wages to
12 Plaintiff and aggrieved employees during employment, as set forth more fully
13 before;
- 14 (f) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all
15 wages at time of discharge from employment, as set forth more fully below;
- 16 (g) Violation of California Labor Code section 226(a) for failure to provide accurate
17 wage statements to Plaintiff and aggrieved employees, as set forth more fully
18 below;
- 19 (h) Violation of California Labor Code section 1174(d) for failure to keep complete
20 and accurate payroll records relating to Plaintiff and aggrieved employees, as set
21 forth more fully below; and
- 22 (i) Violation of California Labor Code sections 2800 and 2802 for failure to reimburse
23 Plaintiff and aggrieved employees for necessary business-related expenses, as set
24 forth more fully below.

25 103. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5,
26 Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of
27 civil penalties for Plaintiff, all aggrieved employees, and the State of California against Defendants,
28 in addition to other remedies, for violations of Labor Code sections set forth herein. Pursuant to

1 California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be
2 distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and
3 education of employers and employees about their rights and responsibilities and twenty-five (25%)
4 to the aggrieved employees. Further, and as authorized by the California Labor Code sections 210,
5 218.5, and 2699, Plaintiff seeks recovery of his attorneys' fees and costs.

6 **Failure to Pay Overtime Wages**

7 104. California Labor Code section 1198 and the applicable IWC Wage Order have provided
8 that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-
9 half or two-times that person's regular rate of pay, depending on the number of hours worked by the
10 person on a daily or weekly basis.

11 105. Specifically, the applicable IWC Wage Order provides that Defendants are and were
12 required to pay Plaintiff and aggrieved employees employed by Defendants, and working more than
13 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half
14 for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

15 106. The applicable IWC Wage Order further provides that Defendants are and were
16 required to pay Plaintiff and aggrieved employees employed by Defendants, and working more than
17 twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.

18 107. California Labor Code section 510 codifies the right to overtime compensation at one-
19 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
20 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to
21 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours
22 in a day or in excess of eight (8) hours in a day on the seventh day of work.

23 108. During the relevant time period, Plaintiff and aggrieved employees regularly worked
24 in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty
25 (40) hours in a week performing work duties "off-the-clock" performing duties including, but not
26 limited to, amongst other things, requiring Plaintiff and the other aggrieved employees to respond to
27 Defendants, co-workers, and supervisors for work-related requests during purported meal and rest
28 breaks; and provide customer service to guests, such as checking them in/out and preparing room keys.

1 109. Defendants' failure to pay Plaintiff and aggrieved employees the unpaid balance of
2 overtime compensation, as required by California law, violates the provisions of California Labor
3 Code sections 510 and 1198, and is therefore unlawful.

4 **Failure to Pay Minimum Wages**

5 110. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 have
6 provided that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to
7 employees, and the payment of a wage less than the minimum so fixed is unlawful. Defendants' failure
8 to pay minimum wages included, *inter alia*, Defendants' failure to pay Plaintiff and the aggrieved
9 employees any wages for time spent working "off-the-clock" performing duties including, but not
10 limited to, amongst other things, requiring Plaintiff and the other aggrieved employees to respond to
11 Defendants, co-workers, and supervisors for work-related requests during purported meal and rest
12 breaks; and provide customer service to guests, such as checking them in/out and preparing room keys.
13 Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and aggrieved
14 employees for all of the hours they worked in violation of California Labor Code sections 1194, 1197
15 and 1197.1.

16 111. Defendants' failure to pay Plaintiff and aggrieved employees the minimum wage as
17 required violates California Labor Code sections 1194, 1197 and 1197.1.

18 **Failure to Provide Meal Periods**

19 112. At all relevant times herein set forth, California Labor Code section 226.7 has provided
20 that no employer shall require an employee to work during any meal period mandated by an applicable
21 IWC Order.

22 113. At all relevant times herein set forth, California Labor Code section 512(a) has
23 provided that an employer may not require, cause, or permit an employee to work for a period of more
24 than five (5) hours per day without providing the employee with a meal period of not less than thirty
25 (30) minutes, except that if the total work period per day of the employee is not more than six (6)
26 hours, the meal period may be waived by mutual consent of both the employer and the employee.

27 114. During the relevant time period, Plaintiff and aggrieved employees who were
28 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally

1 mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours
2 without a meal period of not less than thirty (30) minutes.

3 115. During the relevant time period, Plaintiff and the aggrieved employees,
4 who were scheduled to work for a period of time in excess of six (6) hours, were required to work for
5 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
6 minutes.

7 116. During the relevant time period, Plaintiff and the aggrieved employees,
8 who were scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve
9 (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were
10 required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of
11 not less than thirty (30) minutes.

12 117. During the relevant time period, Plaintiff and the aggrieved employees,
13 who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work
14 for periods longer than ten (10) hours without a second uninterrupted meal period of not less than
15 thirty (30) minutes.

16 118. During the relevant time period, Defendants willfully required Plaintiff and the
17 aggrieved employees to work during meal periods and failed to compensate Plaintiff and aggrieved
18 employees for work performed during meal periods. By way of example, Defendants failed to relieve
19 Plaintiff of all duties such that Plaintiff could take compliant meal periods. As a result, Plaintiff
20 worked through mandated meal periods.

21 119. Defendants failed to pay Plaintiff and the aggrieved employees the full meal period
22 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a
23 timely, uninterrupted meal period of at least thirty (30) minutes was not provided. Defendants failed
24 to incorporate all nondiscretionary payments for work performed by Plaintiff and the aggrieved
25 employees in the regular rate of compensation.

26 120. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor
27 Code sections 226.7 and 512(a).

28 ///

1 **Failure to Provide Rest Periods**

2 121. At all relevant times, California Labor Code section 226.7 has provided that no
3 employer shall require an employee to work during any rest period mandated by an applicable order
4 of the California IWC.

5 122. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer
6 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in
7 the middle of each work period” and that the “rest period time shall be based on the total hours worked
8 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless
9 the total daily work time is less than three and one-half (3½) hours.

10 123. Pursuant to the applicable IWC Wage Order and California Labor Code section
11 226.7(b), Plaintiff and the aggrieved employees are entitled to recover from Defendants one (1)
12 additional hour of pay at the employee’s regular hourly rate of compensation for each work day that
13 the rest period was not provided.

14 124. During the relevant time period, Defendants required Plaintiff and the aggrieved
15 employees to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
16 period per each four (4) hour period, or major fraction thereof worked. During the relevant time
17 period, Defendants willfully required Plaintiff and the aggrieved employees to work during rest
18 periods. By way of example, Defendants failed to relieve Plaintiff of all duties such that Plaintiff
19 could take compliant rest periods. As a result, Plaintiff worked through mandated rest periods.

20 125. Defendants failed to pay Plaintiff and aggrieved employees the full rest period premium
21 due in violation of California Labor Code sections 226.7 and 512 on each occasion when a timely,
22 uninterrupted rest period of at least ten (10) minutes was not provided. Defendants failed to
23 incorporate all nondiscretionary payments for work performed by Plaintiff and the aggrieved
24 employees in the regular rate of compensation.

25 126. Defendants’ conduct violates the applicable IWC Wage Orders and California Labor
26 Code section 226.7.

27 **Failure to Timely Pay Wages During Employment**

28 127. At all relevant times herein set forth, California Labor Code section 204 has provided

1 that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of
2 any calendar month, other than those wages due upon termination of an employee, are due and payable
3 between the 16th and the 26th day of the month during which the labor was performed.

4 128. At all times herein set forth, California Labor Code section 204 has provided that all
5 wages earned by any person in any employment between the 16th and the last day, inclusive, of any
6 calendar month, other than those wages due upon termination of an employee, are due and payable
7 between the 1st and the 10th day of the following month.

8 129. At all times herein set forth, California Labor Code section 204 has provided that all
9 wages earned for labor in excess of the normal work period shall be paid no later than the payday for
10 the next regular payroll period.

11 130. During the relevant time period, Defendants intentionally and willfully failed to pay
12 Plaintiff and the aggrieved employees all wages due to them, within any time period permissible under
13 California Labor Code section 204, including wages for overtime compensation, minimum wage
14 compensation, meal period premiums, and rest period premiums.

15 **Failure to Timely Pay Wages Upon Termination**

16 131. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
17 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section
18 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
19 at the time of discharge are due and payable immediately. California Labor Code section 202
20 mandates that if an employee quits, his or her wages shall become due and payable not later than
21 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of
22 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
23 quitting.

24 132. California Labor Code section 203 provides that if an employer willfully fails to pay,
25 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
26 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
27 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
28 continue for more than thirty (30) days.

1 133. At the time that Plaintiff and the aggrieved employees' employment with Defendants
2 ended, Defendants knowingly and willfully failed to pay Plaintiff and the aggrieved employees all
3 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
4 limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium
5 wages.

6 **Failure to Provide Compliant Wage Statements**

7 134. At all relevant times set forth herein, California Labor Code section 226(a) provides
8 that every employer shall furnish each of its employees an accurate itemized statement in writing
9 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate
10 units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all
11 deductions, provided that all deductions made on written orders of the employee may be aggregated
12 and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the
13 employee is paid, (7) the name of the employee and his or her social security number, (8) the name
14 and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
15 the pay period and the corresponding number of hours worked at each hourly rate by the employee.
16 The deductions made from payments of wages shall be recorded in ink or other indelible form,
17 properly dated, showing the month, day, and year, and a copy of the statement or a record of the
18 deductions shall be kept on file by the employer for at least three years at the place of employment or
19 at a central location within the State of California.

20 135. Defendants have intentionally and willfully failed to provide employees with complete
21 and accurate wage statements. The deficiencies include, among other things, the failure to state all
22 correct rates of pay, all hours worked, all meal period premium wages earned, and all rest period
23 premium wages earned.

24 **Failure to Keep Requisite Payroll Records**

25 136. At all relevant times set forth herein, California Labor Code section 1174(d) has
26 required an employer to keep, at a central location in the state or at the plants or establishments at
27 which employees are employed, payroll records showing the hours worked daily by and the wages
28 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees

1 employed at the respective plants or establishments. These records shall be kept in accordance with
2 rules established for this purpose by the commission, but in any case shall be kept on file for not less
3 than two years.

4 137. Defendants have intentionally and willfully failed to keep accurate and complete
5 payroll records showing the hours worked daily and the wages paid, to Plaintiff and the aggrieved
6 employees.

7 138. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff
8 and the aggrieved employees have suffered injury and damage to their statutorily-protected rights.

9 139. More specifically, Plaintiff and the aggrieved employees have been injured by
10 Defendants' intentional and willful violation of California Labor Code section 1174(d) because they
11 were denied both their legal right and protected interest, in having available, accurate and complete
12 payroll records pursuant to California Labor Code section 1174(d).

13 **Failure to Reimburse Necessary Business Expenses**

14 140. Pursuant to California Labor Code sections 2800 and 2802, an employer must
15 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
16 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
17 consequence of his or her obedience to the directions of the employer.

18 141. Plaintiff and the aggrieved employees incurred necessary business-related expenses
19 and costs that were not fully reimbursed by Defendants, including, but not limited to, the usage of
20 personal cell phones for work-related purposes.

21 142. Defendants intentionally and willfully failed to reimburse Plaintiff and the aggrieved
22 employees for all necessary business-related expenses and costs.

23 **DEMAND FOR JURY TRIAL**

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

25 **PRAYER FOR RELIEF**

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

28 ///

1 **Class Certification**

- 2 1. That this action be certified as a class action;
- 3 2. That Plaintiff be appointed as the representative of the Class;
- 4 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 5 4. That Defendants provide to Class Counsel immediately the names and most current/last
- 6 known contact information (address, e-mail and telephone numbers) of all class members.

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

- 8 5. That the Court declare, adjudge and decree that Defendants violated California Labor
- 9 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
- 10 wages due to Plaintiff and the other class members;
- 11 6. For general unpaid wages at overtime wage rates and such general and special damages
- 12 as may be appropriate;
- 13 7. For pre-judgment interest on any unpaid overtime compensation commencing from the
- 14 date such amounts were due;
- 15 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
- 16 Labor Code section 1194;
- 17 9. For such other and further relief as the Court may deem just and proper.

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

- 19 10. That the Court declare, adjudge and decree that Defendants violated California Labor
- 20 Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the
- 21 other class members;
- 22 11. For general unpaid wages and such general and special damages as may be appropriate;
- 23 12. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
- 24 Plaintiff and the other class members in the amount as may be established according to proof at trial;
- 25 13. For pre-judgment interest on any unpaid compensation from the date such amounts
- 26 were due;
- 27 14. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
- 28 Labor Code section 1194(a);

1 15. For liquidated damages pursuant to California Labor Code section 1194.2;

2 16. For such other and further relief as the Court may deem just and proper.

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

4 17. That the Court declare, adjudge and decree that Defendants violated California Labor
5 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal
6 periods, (including second meal periods, to Plaintiff and the other class members;

7 18. That the Court make an award to Plaintiff and the other class members of one (1) hour
8 of pay at each employee's regular rate of compensation for each workday that a meal period was not
9 provided;

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

11 20. For premium wages pursuant to California Labor Code section 226.7(c);

12 21. For pre-judgment interest on any unpaid wages from the date such amounts were due;

13 22. For reasonable attorneys' fees and costs of suit incurred herein;

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

15 **As to the Fourth Cause Action**

16 24. That the Court declare, adjudge and decree that Defendants violated California Labor
17 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to
18 Plaintiff and the other class members;

19 25. That the Court make an award to Plaintiff and the other class members of one (1) hour
20 of pay at each employee's regular rate of compensation for each workday that a rest period was not
21 provided;

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

23 27. For premium wages pursuant to California Labor Code section 226.7(c);

24 28. For pre-judgment interest on any unpaid wages from the date such amounts were due;

25 29. For such other and further relief as the Court may deem just and proper.

26 **As to the Fifth Cause of Action**

27 30. That the Court declare, adjudge and decree that Defendants violated the record keeping
28 provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiff

1 and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

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

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

4 33. For injunctive relief to ensure compliance with this section, pursuant to California
5 Labor Code section 226(g);

6 34. For such other and further relief as the Court may deem just and proper.

7 **As to the Sixth Cause of Action**

8 35. That the Court declare, adjudge and decree that Defendants violated California Labor
9 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
10 termination of the employment of Plaintiff and the other class members no longer employed by
11 Defendants;

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

13 37. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff
14 and the other class members who have left Defendants' employ;

15 38. For pre-judgment interest on any unpaid compensation from the date such amounts
16 were due;

17 39. For such other and further relief as the Court may deem just and proper.

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

19 40. That the Court declare, adjudge, and decree that Defendants violated California Labor
20 Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members
21 for all necessary business-related expenses as required by California Labor Code sections 2800 and
22 2802;

23 41. For actual, consequential and incidental losses and damages, according to proof;

24 42. For the imposition of civil penalties and/or statutory penalties;

25 43. For punitive damages and/or exemplary damages according to proof at trial;

26 44. For reasonable attorneys' fees and costs of suit incurred herein; and

27 45. For such other and further relief as the Court may deem just and proper.

28 ///

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

2 46. That the Court declare, adjudge and decree that Defendants violated the following
3 California Labor Code sections as to Plaintiff and the other class members: 510 and 1198 (by failing
4 to pay overtime wages); 1194, 1197, and 1197.1 (by failing to pay minimum wages); 226.7 and 512(a)
5 (by failing to provide meal and rest periods or compensation in lieu thereof); 226(a) (by failing to
6 provide accurate wage statements); and 201, 202, and 203 (by failing to pay all wages owed upon
7 termination); and 2800 and 2802 (by failing to reimburse business-related expenses)

8 47. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-
9 judgment interest from the day such amounts were due and payable;

10 48. For the appointment of a receiver to receive, manage and distribute any and all funds
11 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a
12 result of violation of California Business and Professions Code sections 17200, et seq.;

13 49. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
14 Code of Civil Procedure section 1021.5; and

15 50. For injunctive relief to ensure compliance with this section, pursuant to California
16 Business and Professions Code sections 17200, et seq.

17 **As to the Ninth Cause of Action**

18 51. For civil penalties pursuant to California Labor Code sections 2699(a), (f), and (g), plus
19 costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a),
20 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

21 52. For such other and further relief as the Court may deem proper.
22

23 DATED: April 24, 2023

BLACKSTONE LAW, APC

24
25 By:



Jonathan M. Genish, Esq.

Attorneys for Plaintiff JAYSON EDISON
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I, Stephany Sinaguinan, certify and declare as follows:

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

on the interested parties as follows:

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☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address ssina@blackstoneepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 24, 2023 at Beverly Hills, California.

Stephany Sinaguinan