

JUN 07 2023

BRENDA L. McCONNICK
Executive Officer and Clerk

BY: _____, Deputy

SUSANNE LEON

PDF FILING

Orlando Villalba (SBN 232165)
Orlando.Villalba@capstonelawyers.com
Helga Hakimi (SBN 257381)
Helga.Hakimi@capstonelawyers.com
Roxanna Tabatabaeepour (SBN 260187)
Roxanna.Taba@capstonelawyers.com
Ryan Tish (SBN 274284)
Ryan.Tish@capstonelawyers.com
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, California 90067
Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiffs Brianna Jacquez
and Haley Hefner

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

BRIANNA JACQUEZ and HALEY
HEFNER, individually, and on behalf of
other members of the general public
similarly situated, and as aggrieved
employees pursuant to the Private Attorneys
General Act ("PAGA"),

Plaintiffs,

vs.

GOLF MANAGEMENT OPERATING
LLC, a California limited liability
company; CENTURY GOLF PARTNERS
MANAGEMENT, LP, a Texas limited
partnership; CGPM/WMC OPERATING,
LLC, a Texas limited liability company;
CGPM MANAGERS, LLC, a Texas limited
liability company; CGPM PALMER, LLC,
a Texas limited liability company; LAS
POSAS COUNTRY CLUB, a California
corporation; PGAWEP, LLC, a California
limited liability company; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 56-2022-00569758-CU-OE-VTA

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(Failure to Timely Pay Wages During Employment);

- (8) Violation of Labor Code § 1198 and California Code of Regulations, Title 8, Section 11100 Subdivision 5(A) (Failure to Provide Reporting Time Pay);
- (9) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (10) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (12) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiffs Brianna Jacquez and Haley Hefner, individually and on behalf of all other
2 members of the public similarly situated, and as aggrieved employees and on behalf of all
3 aggrieved employees, allege as follows:

4 JURISDICTION AND VENUE

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

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice.

23 3. Venue is proper in this Court, because Defendant LAS POSAS COUNTRY
24 CLUB filed a Statement of Information form with the California Secretary of State
25 designating a principal place of business in Camarillo, County of Ventura, in accordance with
26 California Corporations Code section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also
27 proper in this Court because Defendants employ persons in this county, and employed
28 Plaintiff Jacquez in this county, and thus a substantial portion of the transactions and

1 occurrences related to this action occurred in this county.

2 **THE PARTIES**

3 4. Plaintiff Brianna Jacquez is a resident of Oxnard, in Ventura County,
4 California. Defendants employed Plaintiff Jacquez as an hourly paid, non-exempt employee
5 from approximately May 2022 to June 2022. Plaintiff Jacquez worked as a Server at
6 Defendants' location in Camarillo, California. During her employment, Plaintiff Jacquez
7 typically worked four (4) to eight (8) hours or more per day and three (3) to five (5) days per
8 week. Plaintiff Jacquez's primary job duties included, without limitation, taking customer
9 orders, serving drinks, cleaning server stations, bussing tables, polishing cups, rolling
10 silverware, and working banquet events.

11 5. Plaintiff Haley Hefner is a resident of Rancho Mirage, in Riverside County,
12 California. Defendants employed Plaintiff Hefner as an hourly paid, non-exempt employee
13 from approximately November 2020 to September 2022. Plaintiff Hefner worked as a
14 Server/Beverage Cart Attendant at Defendants' location in La Quinta, California. During her
15 employment, Plaintiff Hefner typically worked eight (8) or more hours per day and five (5) to
16 six (6) days per week. Plaintiff Hefner's primary job duties included, without limitation,
17 taking customer orders, selling beverages and snack foods, taking inventory, stocking and
18 emptying the beverage cart, filling beverage cart with gas, and loading ice.

19 6. GOLF MANAGEMENT OPERATING LLC was and is, upon information and
20 belief, a California limited liability company, and at all times hereinafter mentioned, an
21 employer whose employees are engaged throughout this county and the State of California.

22 7. CENTURY GOLF PARTNERS MANAGEMENT, LP was and is, upon
23 information and belief, a Texas limited partnership, and at all times hereinafter mentioned, an
24 employer whose employees are engaged throughout this county and the State of California.

25 8. CGPM/WMC OPERATING, LLC was and is, upon information and belief, a
26 Texas limited liability company, and at all times hereinafter mentioned, an employer whose
27 employees are engaged throughout this county and the State of California.

28 9. CGPM MANAGERS, LLC was and is, upon information and belief, a Texas

1 limited liability company, and at all times hereinafter mentioned, an employer whose
2 employees are engaged throughout this county and the State of California.

3 10. CGPM PALMER, LLC was and is, upon information and belief, a Texas
4 limited liability company, and at all times hereinafter mentioned, an employer whose
5 employees are engaged throughout this county and the State of California.

6 11. LAS POSAS COUNTRY CLUB was and is, upon information and belief, a
7 California corporation, and at all times hereinafter mentioned, an employer whose employees
8 are engaged throughout this county and the State of California.

9 12. PGAWEP, LLC was and is, upon information and belief, a California limited
10 liability company, and at all times hereinafter mentioned, an employer whose employees are
11 engaged throughout this county and the State of California.

12 13. Plaintiffs are unaware of the true names or capacities of the Defendants sued
13 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
14 amend the complaint and serve such fictitiously named Defendants once their names and
15 capacities become known.

16 14. Plaintiffs are informed and believe, and thereon allege, that DOES 1 through 10
17 were the partners, agents, owners, or managers of GOLF MANAGEMENT OPERATING
18 LLC; CENTURY GOLF PARTNERS MANAGEMENT, LP; CGPM/WMC OPERATING,
19 LLC; CGPM MANAGERS, LLC; CGPM PALMER, LLC; LAS POSAS COUNTRY CLUB;
20 and PGAWEP, LLC at all relevant times.

21 15. Plaintiffs are informed and believe, and thereon allege, that each and all of the
22 acts and omissions alleged herein was performed by, or is attributable to, GOLF
23 MANAGEMENT OPERATING LLC; CENTURY GOLF PARTNERS MANAGEMENT, LP;
24 CGPM/WMC OPERATING, LLC; CGPM MANAGERS, LLC; CGPM PALMER, LLC; LAS
25 POSAS COUNTRY CLUB; PGAWEP, LLC; and/or DOES 1 through 10 (collectively,
26 “Defendants” or “CENTURY GOLF”), each acting as the agent, employee, alter ego, and/or
27 joint venturer of, or working in concert with, each of the other co-Defendants and was acting
28 within the course and scope of such agency, employment, joint venture, or concerted activity

1 with legal authority to act on the others' behalf. The acts of any and all Defendants were in
2 accordance with, and represent, the official policy of Defendants.

3 16. At all relevant times, Defendants, and each of them, ratified each and every act
4 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
5 and abetted the acts and omissions of each and all the other Defendants in proximately causing
6 the damages herein alleged.

7 17. Plaintiffs are informed and believe, and thereon allege, that each of said
8 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
9 omissions, occurrences, and transactions alleged herein.

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

20 19. Plaintiffs are informed and believe, and thereon allege, that at all relevant
21 times, Defendants, and each of them, have acted as joint employers with respect to Plaintiffs
22 and class members because Defendants have:

- 23 (a) jointly exercised meaningful control over the work performed by
24 Plaintiffs and class members;
- 25 (b) jointly exercised meaningful control over Plaintiffs' and class members'
26 wages, hours, and working conditions, including the quantity, quality
27 standards, speed, scheduling, and operative details of the tasks
28 performed by Plaintiffs and class members;

- 1 (c) jointly required that Plaintiffs and class members perform work which is
2 an integral part of Defendants' businesses; and
- 3 (d) jointly exercised control over Plaintiffs and class members as a matter
4 of economic reality in that Plaintiffs and class members were dependent
5 on Defendants, who shared the power to set the wages of Plaintiffs and
6 class members and determined their working conditions, and who
7 jointly reaped the benefits from the underpayment of their wages and
8 noncompliance with other statutory provisions governing their
9 employment.

10 20. Plaintiffs are informed and believe, and thereon allege, that at all relevant times
11 there has existed a unity of interest and ownership between Defendants such that any
12 individuality and separateness between the entities has ceased.

13 21. GOLF MANAGEMENT OPERATING LLC; CENTURY GOLF PARTNERS
14 MANAGEMENT, LP; CGPM/WMC OPERATING, LLC; CGPM MANAGERS, LLC;
15 CGPM PALMER, LLC; LAS POSAS COUNTRY CLUB; PGAWEP, LLC; and DOES 1
16 through 10 are therefore alter egos of each other.

17 22. Adherence to the fiction of the separate existence of Defendants would permit
18 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
19 from liability for the wrongful acts committed by them under the name CENTURY GOLF.

20 23. Plaintiffs further allege, upon information and belief, that Defendants GOLF
21 MANAGEMENT OPERATING LLC; CENTURY GOLF PARTNERS MANAGEMENT, LP;
22 CGPM/WMC OPERATING, LLC; CGPM MANAGERS, LLC; CGPM PALMER, LLC; LAS
23 POSAS COUNTRY CLUB; and PGAWEP, LLC are alter egos of each other for the following
24 reasons:

- 25 (a) According to the California Secretary of State's website
26 (<https://bizfileonline.sos.ca.gov/>), CGPM/WMC OPERATING, LLC;
27 CGPM MANAGERS, LLC; CGPM PALMER, LLC; and PGAWEP,
28 LLC have the same principal and/or mailing address, 5430 LBJ

1 FREEWAY SUITE 1400 DALLAS, TX 75240;

- 2 (b) According to the most recent “Statement of Information” forms filed
3 with the California Secretary of State, CENTURY GOLF PARTNERS
4 MANAGEMENT, LP; CGPM/WMC OPERATING, LLC; CGPM
5 MANAGERS, LLC; CGPM PALMER, LLC; and PGAWEP, LLC share
6 common officers, including, but not limited to, Jack Marquardt;
- 7 (c) According to the most recent “Statement of Information” forms filed
8 with the California Secretary of State, GOLF MANAGEMENT
9 OPERATING LLC; CENTURY GOLF PARTNERS MANAGEMENT,
10 LP; CGPM/WMC OPERATING, LLC; CGPM MANAGERS, LLC;
11 CGPM PALMER, LLC; and PGAWEP, LLC share the same agent for
12 service of process, “CORPORATION SERVICE COMPANY WHICH
13 WILL DO BUSINESS IN CALIFORNIA AS CSC – LAWYERS
14 INCORPORATING SERVICE”;
- 15 (d) According to the most recent “Statement of Information” forms filed
16 with the California Secretary of State, CENTURY GOLF PARTNERS
17 MANAGEMENT, LP is the managing entity of GOLF
18 MANAGEMENT OPERATING LLC; CGPM/WMC OPERATING,
19 LLC; and CGPM MANAGERS, LLC; and
- 20 (e) On information and belief, GOLF MANAGEMENT OPERATING
21 LLC; CENTURY GOLF PARTNERS MANAGEMENT, LP;
22 CGPM/WMC OPERATING, LLC; CGPM MANAGERS, LLC; CGPM
23 PALMER, LLC; LAS POSAS COUNTRY CLUB; and PGAWEP, LLC
24 utilize the same standardized employment forms and issue the same
25 employment policies.

26 **GENERAL ALLEGATIONS**

27 24. Defendants own, lease, and operate a network of private clubs, daily fee clubs,
28 and resort golf courses throughout the United States, including seven (7) clubs in California.

1 Upon information and belief, Defendants maintain a single, centralized Human Resources
2 (“HR”) department at their company headquarters in La Quinta, California, or Dallas, Texas,
3 which is responsible for the recruiting and hiring of new employees, and communicating and
4 implementing Defendants’ company-wide policies, including timekeeping policies and meal
5 and rest period policies, to employees throughout California.

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

13 26. Upon information and belief, Defendants maintain a centralized Payroll
14 department at their company headquarters in La Quinta, California, or Dallas, Texas, which
15 processes payroll for all non-exempt, hourly paid employees working for Defendants at their
16 various locations in California, including Plaintiffs and class members. Based upon
17 information and belief, Defendants issue the same formatted wage statements to all non-
18 exempt, hourly paid employees in California, irrespective of their work locations. Upon
19 information and belief, Defendants process payroll for departing employees in the same
20 manner throughout the State of California, regardless of the manner in which each employee’s
21 employment ends.

22 27. Defendants continue to employ non-exempt or hourly paid employees in
23 California.

24 28. Plaintiffs are informed and believe, and thereon allege, that at all times herein
25 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
26 and advisors knowledgeable about California labor and wage law, employment and personnel
27 practices, and about the requirements of California law.

28 29. Plaintiffs are informed and believe, and thereon allege, that Plaintiffs and class

1 members were not paid for all hours worked because all hours worked were not recorded.

2 30. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
3 should have known that Plaintiffs and class members were entitled to receive certain wages
4 for overtime compensation and that they were not receiving certain wages for overtime
5 compensation.

6 31. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
7 should have known that Plaintiffs and class members were entitled to be paid at a regular rate
8 of pay, and corresponding rates of pay for overtime wages and/or meal and rest period
9 premiums, that included as eligible income all income derived from incentive pay,
10 nondiscretionary bonuses, and/or other forms of compensation, but failed to include all forms
11 of remuneration in calculating the regular rate of pay for Plaintiff Hefner and class members.

12 32. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
13 should have known that Plaintiffs and class members were entitled to receive at least
14 minimum wages for compensation and that they were not receiving at least minimum wages
15 for work that was required to be done off-the-clock. In violation of the California Labor
16 Code, Plaintiffs and class members were not paid at least minimum wages for work done off-
17 the-clock.

18 33. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
19 should have known that Plaintiffs and class members were entitled to meal periods in
20 accordance with the California Labor Code and applicable IWC Wage Order or payment of
21 one (1) additional hour of pay at their regular rates of pay when they were not provided with
22 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiffs and class members
23 were not provided with all meal periods or payment of one (1) additional hour of pay at their
24 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
25 period.

26 34. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
27 should have known that Plaintiffs and class members were entitled to rest periods in
28 accordance with the California Labor Code and applicable IWC Wage Order or payment of

1 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
2 permitted to take a compliant rest period. In violation of the California Labor Code, Plaintiffs
3 and class members were not authorized and permitted to take compliant rest periods, nor did
4 Defendants provide Plaintiffs and class members with payment of one (1) additional hour of
5 pay at their regular rates of pay when they were not authorized and permitted to take a
6 compliant rest period.

7 35. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
8 should have known that Plaintiffs and class members were entitled to receive complete and
9 accurate wage statements in accordance with California law. In violation of the California
10 Labor Code, Plaintiffs and class members were not provided complete and accurate wage
11 statements.

12 36. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
13 should have known that they had a duty to maintain accurate and complete payroll records in
14 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
15 knowingly, and intentionally failed to do so.

16 37. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
17 should have known that Plaintiffs and class members were entitled to timely payment of all
18 wages earned upon termination of employment. In violation of the California Labor Code,
19 Plaintiffs and class members did not receive payment of all wages due, including, but not
20 limited to, overtime wages, minimum wages, meal and rest period premiums, and/or reporting
21 time pay, within permissible time periods.

22 38. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
23 should have known that Plaintiffs and class members were entitled to timely payment of
24 wages during their employment. In violation of the California Labor Code, Plaintiffs and
25 class members did not receive payment of all wages, including, but not limited to, overtime
26 wages, minimum wages, meal and rest period premiums, and/or reporting time pay, within
27 permissible time periods.

28 39. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or

1 should have known that Plaintiffs and/or class members were entitled to receive sick leave
2 benefits to be paid at a regular rate of pay, that included, as eligible income, all income
3 derived from incentive pay, nondiscretionary bonuses, and/or other forms of compensation,
4 but failed to include all forms of remuneration in calculating the regular rate of pay for sick
5 leave pay.

6 40. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
7 should have known that Plaintiffs and class members were entitled to receive all reporting
8 time pay when Plaintiffs and class members were required to report to work but were put to
9 work for less than half of their usual or scheduled shift. In violation of the California Labor
10 Code and applicable IWC Wage Order, Plaintiff Hefner and class members were not paid all
11 reporting time pay.

12 41. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
13 should have known that Plaintiffs and/or class members were entitled to suitable seating
14 and/or were entitled to sit when it did not interfere with the performance of their duties and
15 also have seats nearby to use during a lull in tasks that do require moving about or standing.
16 In violation of the California Labor Code and applicable IWC Wage Order, Defendants failed
17 to provide Plaintiffs and/or class members with suitable seating.

18 42. Plaintiffs are informed and believe, and thereon allege, that Defendants knew or
19 should have known that Plaintiffs and class members were entitled to receive full
20 reimbursement for all business-related expenses and costs they incurred during the course and
21 scope of their employment and that they did not receive full reimbursement of applicable
22 business-related expenses and costs incurred.

23 43. Plaintiffs are informed and believe, and thereon allege, that at all times herein
24 mentioned, Defendants knew or should have known that Defendants had a duty to provide
25 Plaintiffs and class members with written notice of the material terms of their employment
26 with Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

27 44. Plaintiffs are informed and believe, and thereon allege, that at all times herein
28 mentioned, Defendants knew or should have known that they had a duty to compensate

1 Plaintiffs and class members for all hours worked, and that Defendants had the financial
2 ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so,
3 and falsely represented to Plaintiffs and class members that they were properly denied wages,
4 all in order to increase Defendants' profits.

5 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

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

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

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

26 (b) An aggrieved employee's notice filed with the LWDA pursuant to
27 2699.3(a) and any employer response to that notice shall be
28 accompanied by a filing fee of seventy-five dollars (\$75).

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

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

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

1 commence a civil action pursuant to Section 2699.

2 50. On August 30, 2022, Plaintiff Jacquez provided written notice by online filing
3 to the LWDA and by Certified Mail to Defendants of the specific provisions of the California
4 Labor Code alleged to have been violated, including facts and theories to support the alleged
5 violations, in accordance with California Labor Code section 2699.3. Plaintiff Jacquez’s
6 written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75).
7 The LWDA PAGA Administrator confirmed receipt of Plaintiff Jacquez’s written notice and
8 assigned Plaintiff Jacquez PAGA Case Number LWDA-CM-905119-22. A true and correct
9 copy of Plaintiff Jacquez’s written notice to the LWDA and Defendants is attached hereto as
10 “Exhibit 1.”

11 51. On February 9, 2023, Plaintiff Hefner provided written notice by online filing
12 to the LWDA and by Certified Mail to Defendants of the specific provisions of the California
13 Labor Code alleged to have been violated, including facts and theories to support the alleged
14 violations, in accordance with California Labor Code section 2699.3. Plaintiff Hefner’s
15 written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75).
16 The LWDA PAGA Administrator confirmed receipt of Plaintiff Hefner’s written notice and
17 assigned Plaintiff Hefner PAGA Case Number LWDA-CM-935116-23. A true and correct
18 copy of Plaintiff Hefner’s written notice to the LWDA and Defendants is attached hereto as
19 “Exhibit 2.”

20 52. As of the filing date of this complaint, over 65 days have passed since Plaintiffs
21 sent the notices described above to the LWDA, and the LWDA has not responded that it
22 intends to investigate Plaintiffs’ claims and Defendants have not cured the violations.

23 53. Thus, Plaintiffs have satisfied the administrative prerequisites under California
24 Labor Code section 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
25 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a),
26 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

27 54. Labor Code section 558(a) provides “[a]ny employer or other person acting on
28 behalf of an employer who violates, or causes to be violated, a section of this chapter or any

1 provision regulating hours and days of work in any order of the Industrial Welfare
2 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
3 dollars (\$50) for each underpaid employee for each pay period for which the employee was
4 underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each
5 underpaid employee for each pay period for which the employee was underpaid. . . .” Labor
6 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
7 to any other civil or criminal penalty provided by law.”

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

11 56. As set forth below, Defendants have violated numerous provisions of both the
12 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
13 Order.

14 57. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
15 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiffs, acting in the public interest as
16 private attorneys general, seek assessment and collection of civil penalties for themselves, all
17 other aggrieved employees, and the State of California against Defendants for violations of
18 California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d),
19 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

20 **CLASS ACTION ALLEGATIONS**

21 58. Plaintiffs bring this action on their own behalf, as well as on behalf of each and
22 all other persons similarly situated, and thus seek class certification under California Code of
23 Civil Procedure section 382.

24 59. All claims alleged herein arise under California law for which Plaintiffs seek
25 relief authorized by California law.

26 60. Plaintiffs’ proposed class consists of and is defined as follows:

27 All persons who worked for Defendants as non-exempt, hourly
28 paid employees in California, within four years prior to the filing
of the initial complaint until the date of trial (“Class”).

1 61. Plaintiffs’ proposed subclass consists of and is defined as follows:

2 All persons who worked for Defendants as non-exempt, hourly
3 paid employees in California and who received at least one wage
4 statement within one (1) year prior to the filing of the initial
 complaint until the date of trial (“Subclass”).

5 62. Members of the Class and Subclass are referred to herein as “class members.”

6 63. Plaintiffs reserve the right to redefine the Class and Subclass and to add
7 additional subclasses as appropriate based on further investigation, discovery, and specific
8 theories of liability.

9 64. There are common questions of law and fact as to class members that
10 predominate over questions affecting only individual members, including, but not limited to:

- 11 (a) Whether Defendants required Plaintiffs and class members to work over
12 eight (8) hours per day, over twelve (12) hours per day, or over forty
13 (40) hours per week and failed to pay all legally required overtime
14 compensation to Plaintiffs and class members;
- 15 (b) Whether Defendants failed to include all forms of remuneration in the
16 “regular rate” of pay as required by law for purposes of paying overtime
17 wages and/or meal and rest period premiums to Plaintiff Hefner and
18 class members;
- 19 (c) Whether Defendants failed to pay Plaintiffs and class members at least
20 minimum wages for all hours worked;
- 21 (d) Whether Defendants failed to provide Plaintiffs and class members with
22 meal periods;
- 23 (e) Whether Defendants failed to authorize and permit Plaintiffs and class
24 members to take rest periods;
- 25 (f) Whether Defendants provided Plaintiffs and class members with
26 complete and accurate wage statements as required by California Labor
27 Code section 226(a);
- 28 (g) Whether Defendants maintained accurate payroll records as required by

- California Labor Code section 1174(d);
- (h) Whether Defendants failed to pay earned overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay due to Plaintiffs and class members upon their discharge;
 - (i) Whether Defendants failed timely to pay overtime wages, minimum wages, meal and rest period premiums, and/or reporting time pay due to Plaintiffs and class members during their employment;
 - (j) Whether Defendants failed to properly calculate the “regular rate” of pay upon which Plaintiffs’ and/or class members’ sick leave rate of pay was based;
 - (k) Whether Defendants required Plaintiff Hefner and class members to report to work, but failed to provide them with work or provided them with less than half their usual or scheduled day’s work, without properly compensating them as required by California Code of Regulations, Title 8, section 11100(5);
 - (l) Whether Defendants failed to provide Plaintiffs and/or class members with suitable seating;
 - (m) Whether Defendants failed to reimburse Plaintiffs and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
 - (n) Whether Defendants failed to provide written notice of information material to Plaintiffs’ and class members’ employment with Defendants;
 - (o) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
 - (p) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants’ violations of California law.

65. There is a well-defined community of interest in the litigation and the class

members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiffs at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each class member with whom they have a well-defined community of interest, and Plaintiffs' claims (or defenses, if any) are typical of all class members as demonstrated herein.
- (c) Adequacy: Plaintiffs are qualified to, and will, fairly and adequately protect the interests of each class member with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs acknowledge that they have an obligation to make known to the Court any relationship, conflicts or differences with any class member. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and throughout the duration of this action, will continue to incur costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.
- (d) Superiority: The nature of this action makes the use of class action adjudication superior to other methods. A class action will achieve economies of time, effort, and expense as compared with separate lawsuits, and will avoid inconsistent outcomes because the same issues can be adjudicated in the same manner and at the same time for the entire class.

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

10 **FIRST CAUSE OF ACTION**

11 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime** 12 **(Against all Defendants)**

13 66. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
14 and every allegation set forth above.

15 67. Labor Code section 1198 makes it illegal to employ an employee under
16 conditions of labor that are prohibited by the applicable wage order. California Labor Code
17 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall
18 be the . . . standard conditions of labor for employees. The employment of any employee . . .
19 under conditions of labor prohibited by the order is unlawful.”

20 68. California Labor Code section 1198 and the applicable IWC Wage Order
21 provide that it is unlawful to employ persons without compensating them at a rate of pay
22 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 69. Specifically, the applicable IWC Wage Order provides that Defendants are and
25 were required to pay Plaintiffs and class members working more than eight (8) hours in a day
26 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
27 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
28 workweek.

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

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

12 72. During the relevant time period, Defendants willfully failed to pay all overtime
13 wages owed to Plaintiffs and class members. During the relevant time period, Plaintiffs and
14 class members were not paid overtime premiums for all of the hours they worked in excess of
15 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
16 hours in a week, because all hours worked were not recorded.

17 73. First, during the relevant time period, Defendants had, and continue to have, a
18 company-wide policy of discouraging and impeding Plaintiffs and class members from
19 recording hours worked that were outside of their scheduled shifts in order to limit the amount
20 of overtime employees could accrue. As stated in Defendants' "Standard Operating
21 Procedure," "[s]taff is required to take 30 minute breaks with no overtime unless approved by
22 MOD." This policy of limiting overtime, coupled with Defendants' assignment of heavy
23 workloads (*see infra*), led Plaintiffs and class members to perform various work-related tasks
24 while off-the-clock before and after their scheduled their shift times, and on days off. For
25 example, about 1-2 times per week and for 1-2 hours per instance, Plaintiff Hefner was
26 required to stock her cart with drinks, ice, and snacks prior to clocking in for the start of her
27 shift. Moreover, Plaintiff Hefner was required to clock out at or near her shift-end time on
28 most days and continue working for 2-4 hours unloading her beverage and snack cart and

1 manually inputting the day's sales into the point-of-sale ("POS") system due to system
2 malfunctions. As a further example, Plaintiffs and class members were required to
3 communicate with supervisors about the day's work duties for several minutes before
4 clocking in, after clocking out, and/or on days off.

5 74. Second, during the relevant period, Defendants had, and continue to have, a
6 company-wide policy and/or practice of understaffing their locations while assigning heavy
7 workloads, resulting in a failure to provide Plaintiffs and class members with adequate meal
8 period coverage. As a result of this lack of meal period coverage, Plaintiffs and class
9 members were not always afforded uninterrupted 30-minute meal periods during shifts when
10 they were entitled to receive a meal period. For example, Plaintiff Jacquez was required to
11 continue performing her duties, including attending to 8-10 tables at a time, during her meal
12 periods. Similarly, Plaintiff Hefner was required to manually enter customer transactions in
13 the POS system or attend to dining room tables during her meal periods. As a further
14 example, Plaintiff Jacquez's managers interrupted her meal periods to tell her to go back to
15 work due to understaffing and the resultant lack of coverage. Additionally, Defendants, on a
16 company-wide basis, had a practice of failing to schedule meal periods and/or failing to
17 adhere to a schedule for meal periods which, in conjunction with the assignment of heavy
18 workloads, further caused Plaintiffs and class members to not be relieved of their duties for
19 compliant meal periods. Thus, Plaintiffs' and class members' meal periods were missed or
20 interrupted to complete their assigned workloads. Defendants did not pay Plaintiffs and class
21 members for the time they continued to perform tasks during meal periods.

22 75. Third, because Defendants frowned upon employees accruing meal period
23 penalties, Defendants pressured Plaintiff Hefner and class members to clock out for meal
24 periods, on threat of discipline, even when they did not receive a compliant meal period, in
25 order to strictly limit meal penalties that Defendants would otherwise owe. For example,
26 management warned Plaintiff Hefner to record compliant meal periods on days she missed her
27 meal periods and verbally reprimanded her if she did not. Thus, Plaintiff Hefner and class
28 members were required to perform their assigned tasks off-the-clock because Defendants

1 wanted to avoid paying penalties for missed meal periods.

2 76. In addition, on information and belief, Defendants' company-wide timekeeping
3 system prevented Plaintiffs and class members from recording all hours worked when their
4 meal periods were shortened or interrupted, because the system locked out Plaintiffs and class
5 members once they clocked out for a meal period, and would not permit them to clock back in
6 from a meal period until 30 minutes had elapsed. Thus, Defendants' timekeeping system
7 further prevented Plaintiffs and class members from recording all hours worked when their
8 meal periods were shortened or interrupted.

9 77. Fourth, Defendants had a company-wide policy and/or practice of improperly
10 rounding employees' clock-in and clock-out times in their timekeeping system to the nearest
11 quarter (0.25) of an hour. Defendants' rounding policy resulted in the failure to compensate
12 Plaintiffs and class members fully for all hours worked, causing Plaintiffs and class members
13 to not be paid overtime wages for all of the overtime hours they actually worked. Defendants'
14 policy of rounding is unfair and has, over time, resulted in the underpayment of wages to
15 Plaintiffs and class members. To the extent Defendants' rounding policy has taken away time
16 worked that was eligible for overtime, Plaintiffs and class members were denied overtime pay
17 for all hours worked.

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

26 79. Furthermore, Defendants did not pay Plaintiff Hefner and class members the
27 correct overtime rate for the recorded overtime hours that they generated. In addition to an
28 hourly wage, Defendants paid Plaintiff Hefner and class members incentive pay,

1 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the
2 California Labor Code, Defendants failed to incorporate all compensation, including incentive
3 pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the
4 regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during
5 times when Plaintiff Hefner and class members worked overtime and received these other
6 forms of pay, Defendants failed to pay all overtime wages by paying a lower overtime rate
7 than required.

8 80. Defendants' failure to pay Plaintiffs and class members the balance of overtime
9 compensation as required by California law, violates the provisions of California Labor Code
10 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiffs and class
11 members are entitled to recover from Defendants their unpaid overtime compensation, as well
12 as interest, costs, and attorneys' fees.

13 **SECOND CAUSE OF ACTION**

14 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 15 **Minimum Wages** 16 **(Against all Defendants)**

17 81. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
18 and every allegation set forth above.

19 82. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
20 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
21 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
22 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 10-2001 as
23 "the time during which an employee is subject to the control of an employer, and includes all
24 the time the employee is suffered or permitted to work, whether or not required to do so."
25 Cal. Code Regs. tit. 8, § 11100(2)(H) (defining "Hours Worked").

26 83. First, as set forth above, during the relevant time period, as a result of
27 Defendants' policy of limiting the amount of overtime employees could accrue, Defendants
28 required Plaintiffs and class members to perform work off-the-clock before and after their

1 scheduled shifts and/or on days off to complete their tasks, including stocking the beverage
2 cart with drinks, ice, and snacks; unloading the beverage cart; manually inputting the day's
3 sales into the POS system; and communicating with management about work-related matters.
4 Defendants failed to track this time Plaintiffs and class members spent working off-the-clock,
5 and thus, Plaintiffs and class members received no compensation for this time.

6 84. Second, as also stated above, due to Defendants' policies and/or practices of
7 understaffing their locations while assigning heavy workloads and failing to schedule meal
8 periods and/or adhere to a schedule for meal periods, Plaintiffs and class members were
9 impeded from taking all uninterrupted meal periods to which they were entitled and were
10 required to work off-the-clock during meal periods, have their meal periods interrupted,
11 and/or were otherwise not relieved of all duties during unpaid meal periods.

12 85. Also, as stated, in order to prevent employees from accruing meal period
13 penalties, Defendants' management pressured Plaintiff Hefner and class members to record
14 compliant meal periods when meal periods were missed, short, and/or interrupted to reflect
15 compliant meal periods. Moreover, on information and belief, Defendants' timekeeping
16 system prevented Plaintiffs and class members from recording all hours worked when their
17 meal periods were shortened or interrupted, because the system locked out Plaintiffs and class
18 members once they clocked out for a meal period, and would not permit them to clock back in
19 from a meal period until 30 minutes had elapsed. Thus, Defendants systematically failed to
20 pay Plaintiffs and class members for actual hours worked during unpaid meal periods because
21 these hours were not always correctly recorded.

22 86. Third, as stated above, Defendants had a company-wide policy and/or practice
23 of rounding Plaintiffs' and class members' hourly clock-in and clock-out times in their
24 timekeeping system to the nearest quarter hour, resulting in the failure to compensate them for
25 all hours worked.

26 87. Defendants did not pay minimum wages for all hours worked by Plaintiffs and
27 class members. To the extent that these off-the-clock hours did not qualify for overtime
28 premium payment, Defendants did not pay at least minimum wages for those hours worked

1 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
2 1198.

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

8 **THIRD CAUSE OF ACTION**

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

10 **Violations**

11 **(Against all Defendants)**

12 89. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
13 and every allegation set forth above.

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

21 91. At all relevant times herein set forth, California Labor Code sections 226.7,
22 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
23 meal period mandated by an applicable order of the IWC.

24 92. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a),
25 and the applicable IWC Wage Order also require employers to provide a second meal period
26 of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay
27 an employee one (1) additional hour of pay at the employee's regular rate, except that if the
28 total hours worked is no more than twelve (12) hours, the second meal period may be waived

1 by mutual consent of the employer and the employee only if the first meal period was not
2 waived.

3 93. First, during the relevant time period, as stated, Defendants had, and continue
4 to have, a company-wide policy and/or practice of understaffing while assigning heavy
5 workloads, and failing to schedule meal periods and/or adhere to a schedule for meal periods,
6 which has resulted in a lack of meal period coverage. As a result, Plaintiffs and class
7 members had to work through all or part of their meal periods, had their meal periods
8 interrupted, and/or wait extended periods of time before taking meal periods to which they
9 were entitled. For example, because of Defendants' policy and/or practice of understaffing
10 while assigning heavy workloads, Plaintiffs' meal periods were sometimes missed entirely,
11 interrupted, and/or cut short in order to serve customers or enter transactions into the POS
12 system.

13 94. Furthermore, as stated, because Defendants frowned upon employees accruing
14 meal period penalties, Defendants' management pressured Plaintiff Hefner and class members
15 to clock out for meal periods to reflect compliant meal periods, upon threat of discipline,
16 regardless of whether they had received a compliant meal period or not, in order to strictly
17 limit meal penalties that would need to be paid by Defendants. For example, Plaintiff Hefner
18 was required to clock out for her meal period to record that she had received compliant meal
19 periods on shifts when she had not, in fact, received these timely meal periods.

20 95. Second, as stated, on information and belief, Defendants' company-wide
21 timekeeping system prevented Plaintiffs and class members from recording all hours worked
22 when their meal periods were shortened or interrupted, because the system locked out
23 Plaintiffs and class members once they clocked out for a meal period, and would not permit
24 them to clock back in from a meal period before 30 minutes had elapsed. For example,
25 Plaintiff Jacquez had her meal periods interrupted or cut short by supervisors telling her to
26 return to work, in order to keep up with customer demand and handle the heavy workload, but
27 was unable to record that her meal period was shortened. Similarly, Plaintiff Hefner was
28 unable to record that her meal periods were cut short when she needed to enter transactions

1 into the POS system.

2 96. Third, Defendants did not provide Plaintiff Hefner and class members with
3 second 30-minute meal periods on days that they worked in excess of ten (10) hours in one
4 day. For example, Plaintiff Hefner did not receive second 30-minute meal periods on days she
5 worked in excess of ten (10) hours in one day. Plaintiffs and class members did not sign valid
6 meal period waivers on days that they were entitled to meal periods and were not relieved of
7 all duties.

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

14 98. As set forth above, Defendants have a company-wide policy and/or practice of
15 rounding employee clock-in and clock-out times in their timekeeping system, which prevented
16 Plaintiffs and class members from receiving all meal period premiums when they took late
17 and/or shortened meal periods. As stated, Defendants' rounding policy rounded employees'
18 clock-in and clock-out times in their timekeeping system to the nearest quarter (0.25) of an
19 hour. To the extent that Defendants' timekeeping system reported that Plaintiffs and class
20 members were provided with timely, full 30-minute meal periods when, in fact, the meal
21 periods were taken after the fifth hour of work or were less than 30 minutes, Plaintiffs and
22 class members were entitled to a meal period penalty. Thus, Plaintiffs and class members did
23 not receive meal period penalties for these improperly rounded meal periods.

24 99. Moreover, Defendants engaged in a company-wide practice and/or policy of
25 not paying all meal period premiums owed when compliant meal periods are not provided.
26 Because of this practice and/or policy, Plaintiffs and class members have not received all
27 premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that
28 Defendants did pay Plaintiff Hefner and class members premium pay for missed, late, and

1 interrupted meal periods, Defendants did not pay Plaintiff Hefner and class members at the
2 correct rate of pay for premiums because Defendants systematically failed to include all forms
3 of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of
4 remuneration, in the regular rate of pay. As a result, Defendants failed to provide Plaintiffs
5 and class members compliant meal periods in violation of California Labor Code sections
6 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

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

11 **FOURTH CAUSE OF ACTION**

12 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 13 **(Against all Defendants)**

14 101. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
15 and every allegation set forth above.

16 102. At all relevant times herein set forth, the applicable IWC Wage Order and
17 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiffs' and class
18 members' employment by Defendants.

19 103. At all relevant times, the applicable IWC Wage Order provides that "[e]very
20 employer shall authorize and permit all employees to take rest periods, which insofar as
21 practicable shall be in the middle of each work period" and that the "rest period time shall be
22 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
23 hours or major fraction thereof" unless the total daily work time is less than three and one-half
24 (3 ½) hours.

25 104. At all relevant times, California Labor Code section 226.7 provides that no
26 employer shall require an employee to work during any rest period mandated by an applicable
27 order of the California IWC. To comply with its obligation to authorize and permit rest
28 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an

1 employer must “relinquish any control over how employees spend their break time, and
2 relieve their employees of all duties—including the obligation that an employee remain on
3 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
4 *Inc.*, 2 Cal. 5th 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California
5 Labor Code section 226.7(c), Plaintiffs and class members are entitled to recover from
6 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
7 required rest period was not authorized and permitted.

8 105. During the relevant time period, Defendants regularly failed to authorize and
9 permit Plaintiffs and class members to take a ten (10) minute rest period per each four (4)
10 hour period worked or major fraction thereof. As with meal periods, Defendants’ company-
11 wide practices, including understaffing and assigning heavy workloads, prevented Plaintiffs
12 and class members from being relieved of all duty to take rest periods. Additionally,
13 Defendants failed to schedule rest periods which, coupled with Defendants’ failure to provide
14 adequate rest period coverage, further led to Plaintiffs and class members not being authorized
15 and permitted to take rest periods.

16 106. Furthermore, upon information and belief, Defendants maintained and
17 implemented a company-wide on-premises rest period policy, which mandated that Plaintiffs
18 and class members remain on the premises during their rest periods. Because Plaintiffs and
19 class members were restricted from leaving Defendants’ premises during rest periods, they
20 were denied the ability to use their rest periods freely for their own purposes, such as
21 completing personal errands. Thus, Defendants effectively maintained control over Plaintiffs
22 and class members during rest periods.

23 107. As a result of Defendants’ practices and policies, Plaintiffs and class members
24 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
25 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
26 Plaintiffs had to forego their rest periods because of the heavy workload.

27 108. Defendants have also engaged in a company-wide practice and/or policy of not
28 paying all rest period premiums owed when compliant rest periods are not authorized and

1 permitted. Because of this practice and/or policy, Plaintiffs and class members have not
2 received premium pay for all missed rest periods. Alternatively, to the extent that Defendants
3 did pay Plaintiff Hefner and class members one (1) additional hour of premium pay for missed
4 rest periods, Defendants did not pay Plaintiff Hefner and class members at the correct rate of
5 pay for premiums because Defendants failed to include all forms of compensation, such as
6 incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular
7 rate of pay. As a result, Defendants denied Plaintiffs and class members rest periods and
8 failed to pay them rest period premiums due, in violation of Labor Code sections 226.7 and
9 516, and the applicable IWC Wage Order.

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

15 **FIFTH CAUSE OF ACTION**

16 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 17 **Statements and Failure to Maintain Accurate Payroll Records** 18 **(Against all Defendants)**

19 110. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
20 and every allegation set forth above.

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

26 112. At all relevant times, Defendants have knowingly and intentionally provided
27 Plaintiffs and Subclass members with uniform, incomplete, and inaccurate wage statements.
28 For example, Defendants issued uniform wage statements to Plaintiffs and Subclass members

1 that fail to correctly list: gross wages earned; total hours worked; net wages earned; the
2 address of the legal entity that is the employer; and all applicable hourly rates in effect during
3 the pay period, including rates of pay for overtime wages and/or meal and rest period
4 premiums, and the corresponding number of hours worked at each hourly rate. Specifically,
5 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

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

16 114. Further, because Defendants did not calculate Plaintiff Hefner's and class
17 members' regular rate of pay correctly for purposes of paying overtime wages and/or meal and
18 rest period premiums, Defendants did not list the correct amount of gross wages in compliance
19 with section 226(a)(1) and did not list the correct amount of net wages in violation of section
20 226(a)(5). Defendants also failed to correctly list all applicable hourly rates in effect during
21 the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period
22 premiums, in violation of section 226(a)(9).

23 115. Additionally, and separately from these violations, Defendants issued uniform
24 wage statements to Plaintiffs and Subclass members that failed to list the name of the legal
25 entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to
26 provide California employees with transparency as to the true identity of their employer, to
27 allow the employee to contact their employer during employment or in the future for various
28 reasons, including filing an administrative claim, judicial claim, or other action to seek relief

1 against their employer, to obtain unemployment benefits, etc. During the relevant time period,
2 Defendants systematically, and on a company-wide basis, issued wage statements to Plaintiff
3 Jacquez and Subclass members that fail to list the employing entity's correct address.
4 Plaintiff Jacquez's and Subclass members' wage statements incorrectly list the employer's
5 address as "5430 LBJ FREEWAY SUITE 1400, DALLAS, TEXAS, 75240," but according to
6 the California Secretary of State's website, Defendant GOLF MANAGEMENT OPERATING
7 LLC's entity address should be "50200 AVENIDA VISTA BONITA, LA QUINTA, CA
8 92253."

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

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

28 118. California Labor Code section 1198 provides that the maximum hours of work

1 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
2 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
3 employment of any employees for longer hours than those fixed by the order or under
4 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
5 Wage Order, employers are required to keep accurate time records showing when the
6 employee begins and ends each work period and meal period. During the relevant time
7 period, Defendants engaged in company-wide practices and/or policies of failing to record
8 actual hours worked, and thereby failed to keep accurate records of work period and/or meal
9 period start and stop times for Plaintiffs and Subclass members, in violation of section 1198.
10 Furthermore, in light of Defendants’ failure to provide Plaintiff Hefner and Subclass members
11 with second 30-minute meal periods to which they were entitled, Defendants kept no records
12 of meal start and end times for second meal periods.

13 119. Plaintiffs and Subclass members are entitled to recover from Defendants the
14 greater of their actual damages caused by Defendants’ failure to comply with California Labor
15 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
16 employee.

17 **SIXTH CAUSE OF ACTION**

18 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 19 **Termination** 20 **(Against all Defendants)**

21 120. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
22 and every allegation set forth above.

23 121. This cause of action is dependent upon, and wholly derivative of, the overtime
24 wages, minimum wages, meal and rest period premiums, and/or reporting time pay that were
25 not timely paid to Plaintiffs and those class members no longer employed by Defendants upon
26 their termination.

27 122. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
28 that if an employer discharges an employee, the wages earned and unpaid at the time of

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

6 123. Defendants willfully failed to pay Plaintiffs and class members who are no
7 longer employed by Defendants the earned and unpaid wages set forth above, including but
8 not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or
9 reporting time pay, either at the time of discharge, or within seventy-two (72) hours of their
10 leaving Defendants' employ.

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

17 SEVENTH CAUSE OF ACTION

18 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During** 19 **Employment** 20 **(Against all Defendants)**

21 125. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
22 and every allegation set forth above.

23 126. This cause of action is dependent upon, and wholly derivative of, the overtime
24 wages, minimum wages, meal and rest period premiums, and/or reporting time pay that were
25 not timely paid to Plaintiffs and class members during their employment.

26 127. At all times relevant herein set forth, Labor Code section 204 provides that all
27 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
28 days, inclusive, of any calendar month, other than those wages due upon termination of an

1 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
2 the month during which the labor was performed.

3 128. At all times relevant herein, Labor Code section 204 provides that all wages
4 earned by any person in any employment between the sixteenth (16th) and the last day,
5 inclusive, of any calendar month, other than those wages due upon termination of an
6 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
7 month.

8 129. At all times relevant herein, Labor Code section 204 provides that all wages
9 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. Alternatively, at all times relevant herein, Labor Code section
11 204 provides that the requirements of this section are deemed satisfied by the payment of
12 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
13 seven (7) calendar days following the close of the payroll period.

14 130. During the relevant time period, Defendants willfully failed to pay Plaintiffs
15 and class members all wages due including, but not limited to, overtime wages, minimum
16 wages, meal and rest period premiums, and/or reporting time pay, within the time periods
17 specified by California Labor Code section 204.

18 131. Defendants' failure to pay Plaintiffs and class members all wages due violates
19 Labor Code section 204. Plaintiffs and class members are therefore entitled to recover from
20 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

21 **EIGHTH CAUSE OF ACTION**

22 **Violation of Labor Code § 1198 and California Code of Regulations Title 8, Section** 23 **11100 Subdivision 5(A)—Failure to Provide Reporting Time Pay** 24 **(Against all Defendants)**

25 132. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
26 and every allegation set forth above.

27 133. California Labor Code section 1198 dictates that no employer may employ an
28 employee under conditions of labor that are prohibited by the applicable IWC wage order.

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

5 134. The applicable IWC wage order, California Code of Regulations, Title 8,
6 section 11100(5)(A), provides that “[e]ach workday an employee is required to report for
7 work and does report, but is not put to work or is furnished less than half said employee’s
8 usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled
9 day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the
10 employee’s regular rate of pay, which shall not be less than the minimum wage.” The
11 “primary purpose of the reporting time regulation” is “to guarantee at least partial
12 compensation for employees who report to work expecting to work a specified number of
13 hours, and who are deprived of that amount because of inadequate scheduling or lack of
14 proper notice by the employer.” *Aleman v. AirTouch Cellular*, 209 Cal. App. 4th 556 (2012).

15 135. During the relevant time period, Defendants violated California Labor Code
16 section 1198 and California Code of Regulations, Title 8, section 11100(5)(A), because
17 Defendants failed to pay Plaintiff Hefner and class members reporting time pay when they
18 reported to work for their usual or scheduled shift but were put to work for less than half of
19 their usual or scheduled day’s work.

20 136. Defendants had a company-wide practice of sending Plaintiff Hefner and class
21 members home early from their shifts, including before they had worked at least half of their
22 usual or scheduled shift, but would not pay Plaintiff Hefner and class members for half of
23 their usual or scheduled shift. For example, when scheduled to work an eight (8) hour shift,
24 Plaintiff Hefner was sent home before four (4) hours had elapsed because business was slow,
25 but was only paid for the time that she had worked. Although Plaintiff Hefner and class
26 members would report to work based on the schedule that Defendants provided to them,
27 Defendants would send them home before they had worked at least half of their scheduled
28 shifts without giving them reporting time pay.

1 137. Accordingly, Plaintiff Hefner and class members were not properly
2 compensated with reporting time pay in violation of California Labor Code section 1198 and
3 California Code of Regulations, Title 8, section 11100(5)(A). Plaintiff Hefner and class
4 members are therefore entitled to recover from Defendants unpaid wages and interest.

5 **NINTH CAUSE OF ACTION**

6 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses**
7 **(Against all Defendants)**

8 138. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
9 and every allegation set forth above.

10 139. At all times herein set forth, California Labor Code section 2802 provides that
11 an employer must reimburse employees for all necessary expenditures and losses incurred by
12 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
13 to prevent employers from passing off their cost of doing business and operating expenses on
14 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
15 (2014). The applicable wage order, IWC Wage Order No. 10-2001, provides that: “[w]hen
16 tools or equipment are required by the employer or are necessary to the performance of a job,
17 such tools and equipment shall be provided and maintained by the employer, except that an
18 employee whose wages are at least two (2) times the minimum wage provided herein may be
19 required to provide and maintain hand tools and equipment customarily required by the trade
20 or craft.” IWC Wage Order No. 10-2001 further provides that: “[w]hen uniforms are required
21 by the employer to be worn by the employee as a condition of employment, such uniforms
22 shall be provided and maintained by the employer.”

23 140. During the relevant time period, Defendants required Plaintiff Hefner and class
24 members to purchase supplies and equipment necessary for the performance of their duties,
25 but failed to reimburse them for their out-of-pocket costs. For example, Plaintiff Hefner spent
26 about \$30 for a money pouch in order to store cash and receipts while she attended to
27 customers on the golf courses, because Defendants failed to provide her with the necessary
28 supplies and/or equipment which were required to fulfill her duties. Although Defendants

1 required Plaintiff Hefner and class members purchase supplies and equipment to carry out
2 their work-related responsibilities, Defendants failed to reimburse them for their out-of-pocket
3 costs.

4 141. Additionally, Defendants required Plaintiffs and class members to wear
5 uniforms bearing the “Las Posas Country Club” company logo(s), including a polo shirt.
6 However, Defendants did not provide their employees with sufficient uniforms to wear for
7 their shifts throughout the week. For example, at the time of hire, Defendants only provided
8 Plaintiff Jacquez with one polo shirt and Plaintiff Hefner with a cash allowance to buy 2-3
9 polo shirts. Because Defendants failed to provide Plaintiffs and class members with an
10 adequate number of uniform items in relation to their scheduled shifts and for the tasks they
11 were required to perform, Plaintiffs and class members had to wash their uniforms more
12 frequently than they otherwise do laundry, and incur expenses in doing so. For example, due
13 to the nature of food service and restaurant work, Plaintiffs’ uniform shirts would become
14 sweaty, soiled, and/or acquire an unpleasant odor such that they would be required to wash
15 their uniform shirts more frequently than their regular clothing, thus incurring additional
16 laundry expenses for the upkeep of their uniforms. Thus, Defendants failed to maintain
17 uniforms they required Plaintiffs and class members to wear during their shifts and forced
18 them to incur the cost of maintaining employee uniforms.

19 142. Defendants could have provided Plaintiffs and class members with the actual
20 tools for use on the job, such as supplies and equipment, and an adequate number of uniform
21 items or access to laundering services; or Defendants could have reimbursed employees for
22 the costs of their supplies and equipment, uniform shirts, and laundering expenses or provided
23 a uniform maintenance allowance. Instead, Defendants passed these operating costs off onto
24 Plaintiffs and class members. At all relevant times, Plaintiffs did not earn at least two (2)
25 times the minimum wage.

26 143. Defendants’ company-wide policy and/or practice of passing on their operating
27 costs to Plaintiffs and class members violates California Labor Code section 2802.
28 Defendants have intentionally and willfully failed to reimburse Plaintiffs and class members

1 for necessary business-related expenses and costs.

2 144. Plaintiffs and class members are entitled to recover from Defendants their
3 business-related expenses incurred during the course and scope of their employment, plus
4 interest.

5 **TENTH CAUSE OF ACTION**

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

7 **(Against all Defendants)**

8 145. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
9 and every allegation set forth above.

10 146. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiffs to recover
11 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
12 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 226(a), 226.7,
13 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, and 2802. Labor Code section 2699.3(c)
14 permits aggrieved employees, including Plaintiffs, to recover civil penalties for violations of
15 those Labor Code sections not found in section 2699.5, including sections 246, 516, 1182.12,
16 and 2810.5.

17 147. Defendants’ conduct, as alleged herein, violates numerous sections of the
18 California Labor Code, including, but not limited to, the following:

- 19 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
20 Wage Order for Defendants’ failure to compensate Plaintiffs and other
21 aggrieved employees with all required overtime pay, as alleged herein;
- 22 (b) Violation of Labor Code sections 226.7, 510, and 1198, and the
23 applicable IWC Wage Order for Defendants’ failure to include all forms
24 of remuneration in the “regular rate” of pay as required by law for
25 purposes of paying overtime wages and/or meal and rest period
26 premiums, to Plaintiff Hefner and other aggrieved employees, as alleged
27 herein;
- 28 (c) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and

1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiffs and other aggrieved employees with at least minimum wages for all hours worked, as alleged herein;

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

(e) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiffs and other aggrieved employees to take rest periods, as alleged herein;

(f) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiffs and other aggrieved employees, as alleged herein;

(g) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as alleged herein;

(h) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as alleged herein;

(i) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as alleged herein;

(j) Violation of Labor Code section 246 for failure to properly calculate the sick leave rate of pay paid to other aggrieved employees, as set forth below;

(k) Violation of Labor Code section 1198 and the applicable IWC Wage Order for failing to pay reporting time pay to Plaintiff Hefner and other aggrieved employees, as alleged herein;

- 1 (l) Violation of Labor Code section 1198 and the applicable IWC Wage
2 Order for failure to provide suitable seating, as set forth below;
- 3 (m) Violation of Labor Code section 2802 for failure to reimburse Plaintiffs
4 and other aggrieved employees for all business expenses necessarily
5 incurred, as alleged herein; and
- 6 (n) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
7 provide written notice of information material to Plaintiffs' and other
8 aggrieved employees' employment with Defendants, as set forth below.

9 148. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5,
10 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more
11 days from the commencement of employment with paid sick days, to be accrued at least one
12 hour for every 30 hours worked. Pursuant to California Labor Code section 246(b)(4),
13 employers must provide no less than 24 hours or three (3) days of paid sick leave (or
14 equivalent paid leave or paid time off) in each year of the employee's employment. Further,
15 Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using
16 one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in
17 the same manner as the regular rate of pay for the workweek in which the employee uses paid
18 sick time, whether or not the employee actually works overtime in that workweek[;]" or 2)
19 "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's
20 total wages, not including overtime premium pay, by the employee's total hours worked in the
21 full pay periods of the prior 90 days of employment."

22 149. During the relevant time period, Defendants did not pay other aggrieved
23 employees the correct sick leave rates of pay. As stated, in addition to an hourly wage,
24 Defendants paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or
25 other forms of remuneration. However, in violation of the California Labor Code, Defendants
26 failed to incorporate all remunerations, including incentive pay and/or nondiscretionary
27 bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick
28 leave pay rate. Therefore, during times when other aggrieved employees took sick leave and

1 received these other forms of pay, Defendants failed to pay all sick leave benefits by paying a
2 lower sick leave pay rate than required. Specifically, Defendants paid other aggrieved
3 employees sick leave based on their hourly rate of pay instead of their regular rate of pay.
4 Defendants' failure to properly calculate the sick leave rates of pay based on all remuneration
5 paid has resulted in an underpayment of sick leave benefits to other aggrieved employees on a
6 company-wide basis in violation of Labor Code section 246(l). Other aggrieved employees
7 are therefore entitled to recover civil penalties pursuant to Labor Code sections 248.5 and/or
8 2699(a), (f), and (g).

9 150. At all relevant times herein, California Labor Code section 1198 makes it
10 illegal to employ an employee under conditions of labor that are prohibited by the applicable
11 wage order. California Labor Code section 1198 requires that ". . . the standard conditions of
12 labor fixed by the commission shall be the . . . standard conditions of labor for employees.
13 The employment of any employee . . . under conditions of labor prohibited by the order is
14 unlawful."

15 151. California Code of Regulations, Title 8, section 11100(14)(A) provides that
16 "[a]ll working employees shall be provided with suitable seats when the nature of the work
17 reasonably permits the use of seats."

18 152. Defendants' California locations (including their restaurants or clubs) are
19 generally similar in their layout and design and there was, and continues to be, space behind
20 host stands to allow for the presence and use of a seat or stool by other aggrieved employees
21 (with reasonable or no modification to these work areas) during the performance of their work
22 duties. Defendants could have provided other aggrieved employees with a seat or stool at
23 their host stands, but instead denied employees seating and forced other aggrieved employees
24 to stand throughout the day.

25 153. Other aggrieved employees spent a substantial portion of their day behind or at
26 these host stands. The nature of the work of an employee performing host duties at host
27 stands can reasonably be accomplished from a seated position. However, as set forth herein,
28 Defendants systematically, and on a company-wide basis, do not provide seats or stools at or

1 near the host stands, forcing other aggrieved employees to stand throughout their work shifts.

2 154. Defendants violated California Labor Code section 1198 and California Code
3 of Regulations, Title 8, section 11100(14)(A) because other aggrieved employees were not
4 allowed to sit, even when the nature of their work would reasonably permit the use of seats,
5 nor were they provided with suitable seats. Defendants' management did not inform other
6 aggrieved employees that they were allowed to sit down, provide any means for them to sit
7 down, or mention any policy regarding sitting.

8 155. As a result of Defendants' company-wide policy and/or practice of prohibiting
9 employees from sitting during their shifts and company-wide failure to provide suitable
10 seating, other aggrieved employees were forced to stand during shifts and denied seats.
11 Defendants' failure to provide suitable seating to other aggrieved employees violates
12 California Labor Code section 1198 and IWC Wage Order No. 10-2001, subdivision 14(A).
13 Other aggrieved employees are therefore entitled to recover civil penalties pursuant to Labor
14 Code sections 2699(a), (f), and (g).

15 156. California Code of Regulations, Title 8, section 11100(14)(B) provides that
16 "[w]hen employees are not engaged in the active duties of their employment and the nature of
17 the work requires standing, an adequate number of suitable seats shall be placed in reasonable
18 proximity to the work area and employees shall be permitted to use such seats when it does
19 not interfere with the performance of their duties."

20 157. During the relevant time period, Defendants violated California Labor Code
21 section 1198 and California Code of Regulations, Title 8, section 11100(14)(B), because
22 Plaintiff Jacquez and other aggrieved employees were not allowed to sit, even during lulls in
23 their work duties, nor were they provided with suitable seats in reasonable proximity to their
24 work areas.

25 158. Defendants' California locations (including their restaurants or clubs) are
26 generally similar in their layout and design and there was, and continues to be, space near
27 their work areas (with reasonable or no modification to these work areas) to allow for the
28 presence and use of a seat or stool by Plaintiff Jacquez and other aggrieved employees during

1 lulls in operation. Defendants could have provided Plaintiff Jacquez and other aggrieved
2 employees with a seat or stool in their work areas, but instead denied, and continue to deny,
3 employees seating, forcing them to stand throughout the day.

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

12 160. As a result of Defendants' company-wide policy and/or practice of prohibiting
13 employees from sitting at any time, even when they were not engaged in active duties
14 requiring standing, and company-wide failure to provide seats in reasonable proximity to their
15 work areas, Plaintiff Jacquez and other aggrieved employees were forced to stand during
16 shifts and denied seats. Defendants' failure to provide suitable seating to Plaintiff Jacquez
17 and other aggrieved employees violates California Labor Code section 1198 and IWC Wage
18 Order No. 10-2001, subdivision 14(B). Plaintiff Jacquez and other aggrieved employees are
19 therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and
20 (g).

21 161. At all relevant times herein, California's Wage Theft Prevention Act was
22 enacted to ensure that employers provide employees with basic information material to their
23 employment relationship at the time of hiring, and to ensure that employees are given written
24 and timely notice of any changes to basic information material to their employment. Codified
25 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
26 time of hiring, an employer must provide written notice to employees containing basic and
27 material payroll information, including, among other things, the rate(s) of pay and basis
28 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,

1 including any rates for overtime, the regular payday designated by the employer, and any
2 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
3 Code § 2810.5(a)(1)(A)-(C).

4 162. At all relevant times, on information and belief, Defendants failed, on a
5 company-wide basis, to provide written notice to Plaintiffs and other aggrieved employees
6 that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).
7 Defendants' failure to provide Plaintiffs and other aggrieved employees with written notice of
8 basic information regarding their employment with Defendants is in violation of Labor Code
9 section 2810.5. Plaintiffs and other aggrieved employees are therefore entitled to recover civil
10 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

11 **ELEVENTH CAUSE OF ACTION**

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

13 **Unlawful Business Practices**

14 **(Against all Defendants)**

15 163. Plaintiffs incorporate by reference and re-allege as if fully stated herein each
16 and every allegation set forth above.

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

20 165. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
21 unlawful and harmful to Plaintiffs, class members, and to the general public. Plaintiffs have
22 suffered injury in fact and have lost money as a result of Defendants' unlawful business
23 practices. Plaintiffs seek to enforce important rights affecting the public interest within the
24 meaning of Code of Civil Procedure section 1021.5.

25 166. Defendants' activities, as alleged herein, are violations of California law, and
26 constitute unlawful business acts and practices in violation of California Business &
27 Professions Code sections 17200, *et seq.*

28 167. A violation of California Business & Professions Code sections 17200, *et seq.*

1 may be predicated on the violation of any state or federal law. In the instant case, Defendants’
2 policies and practices have violated state law in at least the following respects:

- 3 (a) Requiring non-exempt, hourly paid employees, including Plaintiffs and
4 class members, to work overtime without paying them proper
5 compensation in violation of California Labor Code sections 510 and
6 1198, and the applicable IWC Wage Order, as alleged herein;
- 7 (b) Failing to include all forms of remuneration in the “regular rate” of pay
8 as required by law for purposes of paying overtime wages and/or meal
9 and rest period premiums to Plaintiff Hefner and class members, in
10 violation of California Labor Code sections 226.7, 510, and 1198, and
11 the applicable IWC Wage Order, as alleged herein;
- 12 (c) Failing to pay at least minimum wage to Plaintiffs and class members in
13 violation of California Labor Code sections 1182.12, 1194, 1197,
14 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
15 herein;
- 16 (d) Failing to provide uninterrupted meal periods to Plaintiffs and class
17 members in violation of California Labor Code sections 226.7, 512(a),
18 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- 19 (e) Failing to authorize and permit Plaintiffs and class members to take
20 uninterrupted rest periods in violation of California Labor Code sections
21 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged
22 herein;
- 23 (f) Failing to provide Plaintiffs and class members with accurate wage
24 statements and failing to maintain accurate payroll records in violation
25 of California Labor Code sections 226(a), 1174(d), and 1198, and the
26 applicable IWC Wage Order, as alleged herein;
- 27 (g) Failing timely to pay all earned wages to Plaintiffs and class members in
28 violation of California Labor Code section 204, as alleged herein;

- 1 (h) Failing to pay reporting time pay in violation of California Labor Code
2 section 1198 and the applicable IWC Wage Order, as alleged herein;
- 3 (i) Failing to reimburse Plaintiffs and class members for all business
4 expenses necessarily incurred in violation of California Labor Code
5 section 2802, as alleged herein; and
- 6 (j) Failing to provide written notice of information material to Plaintiffs'
7 and class members' employment with Defendants in violation of
8 California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

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

20 169. At all relevant times, on information and belief, Defendants failed, on a
21 company-wide basis, to provide written notice to Plaintiffs and class members that lists the
22 requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure
23 to provide Plaintiffs and class members with written notice of basic information regarding
24 their employment with Defendants is in violation of California Labor Code section 2810.5.

25 170. As a result of the violations of California law herein described, Defendants
26 unlawfully gained an unfair advantage over other businesses. Plaintiffs and class members
27 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged
28 herein.

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

TWELFTH CAUSE OF ACTION

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

Unfair Business Practices

(Against all Defendants)

172. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

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

174. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, and harmful to Plaintiffs, class members, and to the general public. Plaintiffs have suffered injury in fact and has lost money as a result of Defendants' unfair business practices. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

175. Defendants' activities, namely Defendants' company-wide practice and/or policy of not paying Plaintiffs and class members all meal and rest period premiums due to them under Labor Code section 226.7, deprived Plaintiffs and class members of the compensation guarantee and enhanced enforcement implemented by section 226.7. The statutory remedy provided by section 226.7 is a "'dual-purpose' remedy intended primarily to compensate employees, and secondarily to shape employer conduct." *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiffs and class members as part of their employment with Defendants,

1 and thus Defendants' practice and/or policy of denying these statutory benefits constitutes an
2 unfair business practice in violation of California Business & Professions Code sections
3 17200, *et seq.* (*Id.*)

4 176. A violation of California Business & Professions Code sections 17200, *et seq.*
5 may be predicated on any unfair business practice. In the instant case, Defendants' policies
6 and practices have violated the spirit of California's meal and rest period laws and constitute
7 acts against the public policy behind these laws.

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

15 **REQUEST FOR JURY TRIAL**

16 Plaintiffs request a trial by jury.

17 **PRAYER FOR RELIEF**

18 Plaintiffs, on behalf of all others similarly situated, pray for relief and judgment
19 against Defendants, jointly and severally, as follows:

20 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
21 excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiffs
22 reserve the right to amend their prayer for relief to seek a different amount.

23 **Class Certification**

- 24 2. That this case be certified as a class action;
25 3. That Plaintiffs be appointed as the representatives of the Class and Subclass;
26 4. That counsel for Plaintiffs be appointed as class counsel.

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

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

1 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to
2 pay all overtime wages due to Plaintiffs and class members;

3 6. For general unpaid wages at overtime wage rates and such general and special
4 damages as may be appropriate;

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

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

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

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

12 10. That the Court declare, adjudge and decree that Defendants violated California
13 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
14 Order by willfully failing to pay minimum wages to Plaintiffs and class members;

15 11. For general unpaid wages and such general and special damages as may be
16 appropriate;

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

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

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

22 15. For such other and further relief as the Court may deem equitable and
23 appropriate.

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

25 16. That the Court declare, adjudge, and decree that Defendants violated California
26 Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by
27 willfully failing to provide all meal periods to Plaintiffs and class members;

28 17. That the Court make an award to the Plaintiffs and class members of one (1)

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

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

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

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

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

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

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiffs and class members to take all rest periods;

24. That the Court make an award to the Plaintiffs and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

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

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

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

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

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

//

As to the Fifth Cause of Action

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

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

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

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

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

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

As to the Sixth Cause of Action

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

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

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

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

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

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

As to the Seventh Cause of Action

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

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

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

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

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

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

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11100(5)(A) by failing to provide Plaintiff Hefner and class members with reporting time pay;

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

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

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

As to the Ninth Cause of Action

52. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-

related expenses and costs incurred by Plaintiffs and class members;

53. For unpaid business-related expenses and such general and special damages as may be appropriate;

54. For pre-judgment interest on any unpaid business-related expenses from the date such amounts were due, or as otherwise provided by law;

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

56. For attorneys' fees and costs pursuant to California Labor Code section 2802(c), or as otherwise provided by law; and

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

As to the Tenth Cause of Action

58. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiffs and/or other aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198 (by failing to include all forms of remuneration in the "regular rate" of pay for purposes of paying overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 246 (by failing to properly calculate sick leave pay); 1198 and the applicable IWC Wage Order (by failing to provide reporting time pay); 1198 and the applicable IWC Wage Order (by failing to provide suitable seating); 2802 (by failing to reimburse business expenses); and 2810.5 (by failing to provide notice of material terms of employment);

59. For civil penalties pursuant to the California Labor Code, including sections 210, 226.3, 248.5, 256, 558, 1174.5, 2699(a), (f), and (g), for violations of California Labor

Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

60. For attorneys' fees and costs pursuant to California Labor Code section 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5;

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

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

As to the Eleventh Cause of Action

63. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiffs and class members all overtime wages due to them, failing to include all forms of remuneration in the "regular rate" of pay for purposes of paying overtime wages and/or meal and rest period premiums to Plaintiff Hefner and class members, failing to provide Plaintiffs and class members all minimum wages due to them, failing to provide Plaintiffs and class members all meal periods, failing to authorize and permit Plaintiffs and class members to take all rest periods, failing to provide Plaintiffs and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiffs and class members, failing to timely pay Plaintiffs and class members all earned wages during employment, failing to pay Plaintiff Hefner and class members reporting time pay, failing to reimburse Plaintiffs and class members for business-related expenses, and failing to provide written notice of material terms of employment, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

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

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

17200, *et seq.*;

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

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

As to the Twelfth Cause of Action

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

69. For restitution of the statutory benefits under section 226.7 unfairly withheld from Plaintiffs and class members and prejudgment interest from the day such amounts were due and payable;

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

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

//

//

//

//

//

//

//

//

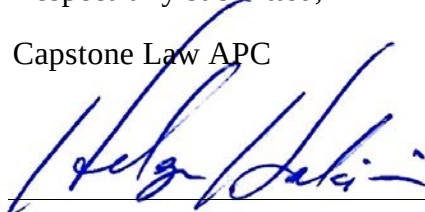
//

1 72. For pre-judgment and post-judgment interest as provided by law; and
2 For such other and further relief as the Court may deem equitable and appropriate.

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: June 6, 2023

Respectfully submitted,
Capstone Law APC

By: 
Orlando Villalba
Helga Hakimi
Roxanna Tabatabaeepour
Ryan Tish

Attorneys for Plaintiffs Brianna Jacquez
and Haley Hefner

EXHIBIT “1”



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

JEZZETTE RON
310.712.8142 Direct
Jezzette.Ron@capstonelawyers.com

August 30, 2022

VIA ONLINE SUBMISSION

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

Subject: *Brianna Jacquez v. Golf Management Operating LLC, et al.*

Dear PAGA Administrator:

This office represents Brianna Jacquez in connection with her claims under the California Labor Code. Ms. Jacquez was an employee of GOLF MANAGEMENT OPERATING LLC; CENTURY GOLF PARTNERS MANAGEMENT, LP; CGPM/WMC OPERATING, LLC; CGPM MANAGERS, LLC; CGPM PALMER, LLC; and/or LAS POSAS COUNTRY CLUB. For the purpose of this letter, Ms. Jacquez collectively refers to these entities as "GOLF MANAGEMENT"

The employers may be contacted directly at the addresses below:

GOLF MANAGEMENT OPERATING LLC
50200 AVENIDA VISTA BONITA
LA QUINTA, CA 92253

CENTURY GOLF PARTNERS
MANAGEMENT, LP
5080 SPECTRUM DR STE 1000 EAST
ADDISON, TX 75001

CGPM/WMC OPERATING, LLC
5430 LBJ FWY STE 1400
3 LINCOLN CENTRE
DALLAS, TX 75240

CGPM MANAGERS, LLC
5430 LBJ FREEWAY
DALLAS, TX 75240

CGPM PALMER, LLC
5430 LBJ FREEWAY, SUITE 1400
DALLAS, TX 75240

LAS POSAS COUNTRY CLUB
955 FAIRWAY DRIVE
CAMARILLO, CA 93010

Ms. Jacquez intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Jacquez seeks relief on behalf of herself, the State of California, and other persons who are or were employed by GOLF MANAGEMENT as a non-exempt, hourly paid employee in California and who received at least one

wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

GOLF MANAGEMENT employed Ms. Jacquez as an hourly paid, non-exempt employee from approximately May 2022 to June 2022. Ms. Jacquez worked for GOLF MANAGEMENT as a Server at its location in Camarillo, California. During her employment, Ms. Jacquez typically worked eight (8) or more hours per day and three (3) to five (5) days per week. Ms. Jacquez job duties included, without limitation, taking customer orders, serving drinks, cleaning server stations, bussing tables, polishing cups, rolling silverware, and working banquet events.

GOLF MANAGEMENT committed one or more of the following Labor Code violations against Ms. Jacquez the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

GOLF MANAGEMENT’s Company-Wide and Uniform Payroll and HR Practices

GOLF MANAGEMENT OPERATING LLC and LAS POSAS COUNTRY CLUB are a California limited liability company and a California corporation, respectively. CENTURY GOLF PARTNERS MANAGEMENT, LP is a Texas limited partnership. CGPM/WMC OPERATING, LLC and CGPM PALMER, LLC are Texas limited liability companies. Together, they own, lease, and operate a network of private clubs, daily fee clubs, and resort golf courses throughout the United States, including seven (7) clubs in California. Upon information and belief, GOLF MANAGEMENT maintains a single, centralized Human Resources (HR) department at its corporate headquarters in La Quinta, California, or Dallas, Texas, for all non-exempt, hourly paid employees working for GOLF MANAGEMENT in California, including Ms. Jacquez and other aggrieved employees. At all relevant times, GOLF MANAGEMENT issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Jacquez and other aggrieved employees, regardless of its location or position.

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

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

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

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

GOLF MANAGEMENT willfully failed to pay all overtime wages owed to Ms. Jacquez and other aggrieved employees. During the relevant time period, Ms. Jacquez and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant period, GOLF MANAGEMENT had, and continues to have, a company-wide policy and/or practice of requiring Ms. Jacquez and other aggrieved employees to perform various work-related tasks while off-the-clock before their shifts. For example, Ms. Jacquez was required to communicate with supervisors about her day’s work duties for several minutes before clocking in.

Second, during the relevant period, GOLF MANAGEMENT had, and continues to have, a company-wide policy and/or practice of understaffing its locations while assigning heavy workloads, resulting in a failure to provide Ms. Jacquez and other aggrieved employees with adequate meal period coverage. As a result of this lack of meal period coverage, Ms. Jacquez and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, Ms. Jacquez was required to continue performing her duties, including attending to 8-10 tables at a time, during her meal periods. As a further example, Ms. Jacquez’s managers interrupted her meal periods to tell her to go back to work due to understaffing and the resultant lack of coverage. Additionally, GOLF MANAGEMENT, on a company-wide basis, had a practice of failing to schedule meal periods which, in conjunction with the assignment of heavy workloads, further caused Ms. Jacquez and other aggrieved employees to not be relieved of their duties for compliant meal periods. Thus, Ms. Jacquez and other aggrieved employees’ meal periods were missed or interrupted to complete their assigned workloads. GOLF MANAGEMENT did not pay Ms. Jacquez and other aggrieved employees for the time they continued to perform tasks during meal periods.

In addition, on information and belief, GOLF MANAGEMENT’s company-wide timekeeping system prevented Ms. Jacquez and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked Ms. Jacquez and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes had elapsed. Thus, GOLF MANAGEMENT’s timekeeping system further prevented Ms. Jacquez and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted.

Third, during the relevant period, GOLF MANAGEMENT had a company-wide policy and/or practice of improperly rounding employees' clock-in and clock-out times in its timekeeping system to the nearest quarter (0.25) of an hour. GOLF MANAGEMENT's rounding policy resulted in the failure to compensate Ms. Jacquez and other aggrieved employees fully for all hours worked, causing Ms. Jacquez and other aggrieved employees not be paid overtime wages for all of the overtime hours they actually worked. GOLF MANAGEMENT policy of rounding is unfair and has, over time, resulted in the underpayment of wages to Ms. Jacquez and other aggrieved employees. To the extent GOLF MANAGEMENT's rounding policy has taken away time worked that was eligible for overtime, Ms. Jacquez and other aggrieved employees were denied overtime pay for all hours worked.

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

Furthermore, GOLF MANAGEMENT did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, GOLF MANAGEMENT paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, GOLF MANAGEMENT failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, GOLF MANAGEMENT failed to pay all overtime wages by paying a lower overtime rate than required.

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

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

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 10-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code. Regs. tit. 8, § 11100(2)(H) (defining "Hours Worked").

As stated, during the relevant time period, GOLF MANAGEMENT maintained policies and/or practices requiring Ms. Jacquez and other aggrieved employees to perform work off-the-clock prior

to the start of their shifts, including communicating with management about work-related matters. Further, as also stated above, due to GOLF MANAGEMENT's policies and/or practices of understaffing its locations while assigning heavy workloads and failing to schedule meal periods, Ms. Jacquez and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Thus, GOLF MANAGEMENT systematically failed to pay Ms. Jacquez and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Moreover, on information and belief, GOLF MANAGEMENT's timekeeping system prevented Ms. Jacquez and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Jacquez and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes had elapsed. Thus, GOLF MANAGEMENT's timekeeping system further prevented Ms. Jacquez and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted. Furthermore, as stated above, GOLF MANAGEMENT had a company-wide policy and/or practice of rounding Ms. Jacquez's and other aggrieved employees' hourly clock-in and clock-out times in their timekeeping system to the nearest quarter hour, resulting in the failure to compensate them for all hours worked.

Thus, GOLF MANAGEMENT did not pay at least minimum wages for all hours worked by Ms. Jacquez and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, GOLF MANAGEMENT did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

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

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

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

twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant time period, as stated, GOLF MANAGEMENT had, and continues to have, a company-wide policy and/or practice of understaffing while assigning heavy workloads, and failing to schedule meal periods, which has resulted in a lack of meal period coverage. As a result, Ms. Jacquez and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or wait extended periods of time before taking meal periods to which they were entitled. For example, GOLF MANAGEMENT's policy and/or practice of understaffing while assigning heavy workloads, Ms. Jacquez's meal periods were sometimes missed entirely, interrupted, and/or cut short in order to serve customers.

Second, in information and belief, as stated, GOLF MANAGEMENT's company-wide timekeeping system prevented Ms. Jacquez and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Jacquez and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. For example, Ms. Jacquez had her meal periods interrupted or cut short by supervisors telling her to return to work, in order to keep up with customer demand and handle the heavy workload, but was unable to record that her meal period was shortened.

Third, GOLF MANAGEMENT did not provide other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. Ms. Jacquez and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

GOLF MANAGEMENT knew or should have known that as a result of its company-wide policies and/or practices, Ms. Jacquez and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. GOLF MANAGEMENT further knew or should have known that it did not pay Ms. Jacquez and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

As forth above, GOLF MANAGEMENT has a company-wide policy and/or practice of rounding employee clock-in and clock-out times in its timekeeping system, which prevented Ms. Jacquez and other aggrieved employees from receiving all meal period premiums when they took late and/or shortened meal periods. As stated, GOLF MANAGEMENT's rounding policy rounded employees' clock-in and clock-out times in its timekeeping system to the nearest quarter (0.25) of an hour. To the extent that GOLF MANAGEMENT's timekeeping system reported that Ms. Jacquez and other aggrieved employees were provided with timely, full 30-minute meal periods when, in fact, the meal periods were taken after the fifth hour of work or were less than 30 minutes, Ms. Jacquez and other aggrieved employees were entitled to a meal period penalty. Thus, Ms. Jacquez and other aggrieved employees did not receive meal period penalties for these improperly rounded meal periods.

Moreover, GOLF MANAGEMENT engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Jacquez and other aggrieved employees have not received premium pay

for all missed, late, and interrupted meal periods. Alternatively, to the extent that GOLF MANAGEMENT did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, GOLF MANAGEMENT did not pay other aggrieved employees at the correct rate of pay for premiums because GOLF MANAGEMENT systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, GOLF MANAGEMENT failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Jacquez and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

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

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

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

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

Moreover, on information and belief, GOLF MANAGEMENT maintained a company-wide on-premises rest period policy, which mandated that Ms. Jacquez and other aggrieved employees remain on GOLF MANAGEMENT's premises during their rest periods. Because Ms. Jacquez and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, GOLF MANAGEMENT effectively maintained control over Ms. Jacquez and other aggrieved employees during rest periods.

As a result of GOLF MANAGEMENT's practices and policies, Ms. Jacquez and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Jacquez had to forego her rest periods because of the heavy workload.

GOLF MANAGEMENT also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Jacquez and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that GOLF MANAGEMENT did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, GOLF MANAGEMENT did not pay other aggrieved employees at the correct rate of pay for premiums because GOLF MANAGEMENT failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

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

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

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

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

Because GOLF MANAGEMENT did not record the time Ms. Jacquez and other aggrieved employees spent working off-the-clock, improperly rounded Ms. Jacquez's and other aggrieved employees' total hours worked, and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), GOLF

MANAGEMENT did not list the correct amount of gross wages and net wages earned by Ms. Jacquez and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, GOLF MANAGEMENT failed to accurately list the total number of hours worked by Ms. Jacquez and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

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

In addition, and separately from these violations, GOLF MANAGEMENT issued uniform wage statements to Ms. Jacquez and other aggrieved employees that failed to list the address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. During the relevant time period, GOLF MANAGEMENT systematically, and on a company-wide basis, issued wage statements to Ms. Jacquez and other aggrieved employees that fail to list the employing entity's correct address. Ms. Jacquez's and other aggrieved employees' wage statements incorrectly list the employer's address as "5430 LBJ FREEWAY SUITE 1400, DALLAS, TEXAS, 75240," but according to the California Secretary of State's website, GOLF MANAGEMENT OPERATING LLC's entity address should be "50200 AVENIDA VISTA BONITA, LA QUINTA, CA 92253."

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

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. . . ." Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), GOLF MANAGEMENT willfully failed to maintain accurate payroll records for Ms. Jacquez and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked and improperly rounding Ms. Jacquez's and other aggrieved employees' total hours worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, GOLF MANAGEMENT failed, on a company-wide basis, to record actual hours worked, and thereby failed to keep accurate records of work period and/or meal period start and stop times for Ms. Jacquez and other aggrieved employees, in violation of section 1198. Furthermore, in light of GOLF MANAGEMENT’s failure to provide other aggrieved employees with second 30-minute meal periods to which they were entitled, GOLF MANAGEMENT kept no records of meal start and end times for second meal periods.

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

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

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

During the relevant time period, GOLF MANAGEMENT failed to pay Ms. Jacquez and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

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

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

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

GOLF MANAGEMENT willfully failed to pay Ms. Jacquez and other aggrieved employees who are no longer employed by GOLF MANAGEMENT all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving GOLF MANAGEMENT's employ.

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

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11100 Subdivision 14(A) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that "... the standard conditions of labor fixed by the commission shall be the ... standard conditions of labor for employees. The employment of any employee ... under conditions of labor prohibited by the order is unlawful." California Code of Regulations, Title 8, section 11100(14)(A) provides that "[a]ll working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats."

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

GOLF MANAGEMENT's California locations (including its restaurants or clubs) are generally similar in their layout and design and there was, and continues to be, space behind host stands to allow for the presence and use of a seat or stool by other aggrieved employees (with reasonable or no modification to these work areas) during the performance of their work duties. GOLF MANAGEMENT could provide other aggrieved employees with a seat or stool at its host stands, but instead denies employees seating and forces other aggrieved employees to stand throughout the day.

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

GOLF MANAGEMENT violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11100(14)(A) because other aggrieved employees were not allowed to sit, even when it would not have interfered with the performance of their duties, nor were they provided with suitable seats. GOLF MANAGEMENT's management did not inform other aggrieved

employees that they were allowed to sit down, provide any means for them to sit down, or mention any policy regarding sitting.

As a result of GOLF MANAGEMENT's company-wide policy and/or practice of prohibiting employees from sitting during their shifts and company-wide failure to provide suitable seating, other aggrieved employees were forced to stand during shifts and denied seats. GOLF MANAGEMENT's failure to provide suitable seating to other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order 10-2001, subdivision 14(A).

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

Violation of California Labor Code § 1198 and California Code of Regulations Title 8, Section 11100 Subdivision 14(B) – Failure to Provide Suitable Seating

California Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that "... the standard conditions of labor fixed by the commission shall be the ... standard conditions of labor for employees. The employment of any employee ... under conditions of labor prohibited by the order is unlawful." California Code of Regulations, Title 8, section 11100(14)(B) provides that "[w]hen employees are not engaged in the active duties of their employment and the nature of the work requires standing, an adequate number of suitable seats shall be placed in reasonable proximity to the work area and employees shall be permitted to use such seats when it does not interfere with the performance of their duties."

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

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

GOLF MANAGEMENT did not provide Ms. Jacquez and other aggrieved employees with seats or stools in reasonable proximity to their work areas to allow them to use seats when it would not interfere with the performance of their duties for times when they were not engaged in active duties that require standing. In other words, to the extent Ms. Jacquez and other aggrieved employees engaged in duties in which the nature of the work required standing, GOLF MANAGEMENT denied them the use of seats nearby during lulls in their work duties. Moreover, GOLF MANAGEMENT

did not inform Ms. Jacquez and other aggrieved employees of their rights to a seat or stool under California law.

As a result of GOLF MANAGEMENT's company-wide policy and/or practice of prohibiting employees from sitting at any time, even when they were not engaged in active duties requiring standing, and company-wide failure to provide seats in reasonable proximity to their work areas, Ms. Jacquez and other aggrieved employees were forced to stand during shifts and denied seats. GOLF MANAGEMENT's failure to provide suitable seating to Ms. Jacquez and other aggrieved employees violates California Labor Code section 1198 and IWC Wage Order No. 10-2001, subdivision 14(B).

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

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 10-2001, provides that: "[w]hen uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer."

During the relevant time period, GOLF MANAGEMENT required Ms. Jacquez and other aggrieved employees to wear uniforms bearing the "Las Posas Country Club" company logo, including a polo shirt. However, GOLF MANAGEMENT did not provide its employees with sufficient uniforms to wear for their shifts throughout the week. For example, GOLF MANAGEMENT only provided Ms. Jacquez with one polo shirt at the time of hire. Because GOLF MANAGEMENT failed to provide Ms. Jacquez and other aggrieved employees with an adequate number of uniform items in relation to their scheduled shifts and for the tasks they were required to perform, Ms. Jacquez and other aggrieved employees had to wash their uniforms more frequently than they otherwise do laundry, and incur expenses in doing so. For example, due to the nature of food service and restaurant work, Ms. Jacquez's uniform shirts would become sweaty, soiled, and/or acquire an unpleasant odor such that she would be required to wash her uniform shirts more frequently than her regular clothing, thus incurring additional laundry expenses for the upkeep of her uniforms. Thus, GOLF MANAGEMENT failed to maintain uniforms they required Ms. Jacquez and other aggrieved employees to wear during their shifts and forced them to incur the cost of maintaining employee uniforms.

GOLF MANAGEMENT could have provided Ms. Jacquez and other aggrieved employees with an adequate number of uniform items and access to laundering services. Or, GOLF MANAGEMENT could have reimbursed employees for the costs of their laundering expenses or provided a uniform maintenance allowance. Instead, GOLF MANAGEMENT passed these operating costs off onto Ms. Jacquez and other aggrieved employees.

Thus, GOLF MANAGEMENT had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code

section 2802. Ms. Jacquez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

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

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

At all relevant times, on information and belief, GOLF MANAGEMENT failed, on a company-wide basis, to provide written notice to Ms. Jacquez and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). GOLF MANAGEMENT's failure to provide Ms. Jacquez and other aggrieved employees with written notice of basic information regarding their employment with GOLF MANAGEMENT is in violation of Labor Code section 2810.5.

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

California Labor Code § 558(a)

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

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

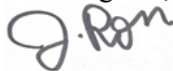
State of California against GOLF MANAGEMENT for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

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

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

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

Best Regards,

A handwritten signature in dark ink, appearing to read "J. Ron", is positioned above the printed name.

Jezzette Ron

Copy: GOLF MANAGEMENT OPERATING LLC (via U.S. Certified Mail); CENTURY GOLF PARTNERS MANAGEMENT, LP (via U.S. Certified Mail); CGPM/WMC OPERATING, LLC (via U.S. Certified Mail); CGPM MANAGERS, LLC (via U.S. Certified Mail); CGPM PALMER, LLC (via U.S. Certified Mail); LAS POSAS COUNTRY CLUB (via U.S. Certified Mail)

CERTIFIED MAIL

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



7021 1970 0001 8870 3914

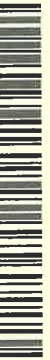
GOLF MANAGEMENT OPERATING LLC
50200 AVENIDA VISTA BONITA
LA QUINTA, CA 92253

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

GOLF MANAGEMENT OPERATING LLC
50200 AVENIDA VISTA BONITA
LA QUINTA, CA 92253



9590 9402 7420 2055 3564 05

2. Article Number (Transfer from service label)

7021 1970 0001 8870 3914

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

Domestic Return Receipt

U.S. Postal Service™

CERTIFIED MAIL® RECEIPT

Domestic Mail Only

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

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fees as appropriate)

☒ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

☐ Adult Signature Required \$

☐ Adult Signature Restricted Delivery \$

Postage \$

Total \$

Sent \$

Street \$

City \$

State \$

Zip \$

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

GOLF MANAGEMENT OPERATING LLC
50200 AVENIDA VISTA BONITA
LA QUINTA, CA 92253

Signature
Postmark
Here

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

CERTIFIED MAIL®



7021 1970 0001 8870 3938

CENTURY GOLF PARTNERS MANAGEMENT, LP
5080 SPECTRUM DR STE 1000 EAST
ADDISON, TX 75001

7021 1970 0001 8870 3938

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

OFFICIAL USE

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

Certified Mail Fee	
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$

Signature: *Garrett*
Postmark Here

Sent	Street	City, State, ZIP+4®
CENTURY GOLF PARTNERS MANAGEMENT, LP		
5080 SPECTRUM DR STE 1000 EAST		
ADDISON, TX 75001		

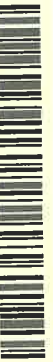
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CENTURY GOLF PARTNERS MANAGEMENT, LP
5080 SPECTRUM DR STE 1000 EAST
ADDISON, TX 75001



9590 9402 7420 2055 3564 29

2. Article Number (Transfer from service label)

7021 1970 0001 8870 3938

PS Form 3811, July 2020 PSN 7530-02-000-9058

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

B. Received by (Printed Name)

C. Date of Delivery

☐ Agent
☐ Addressee

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

3. Service Type

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

Domestic Return Receipt

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

CERTIFIED MAIL®



7021 1970 0001 8870 3945

CGPM/WMC OPERATING, LLC
5430 LBJ FWY STE 1400
3 LINCOLN CENTRE
DALLAS, TX 75240

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits

CGPM/WMC OPERATING, LLC
5430 LBJ FWY STE 1400
3 LINCOLN CENTRE
DALLAS, TX 75240

9590 9402 7420 2055 3564 12

2. Article Number (Transfer from service label)

7021 1970 0001 8870 3945

PS Form 3811, July 2020 PSN 7530-02-000-053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
B. Received by (Printed Name) ☐ Addressee
C. Date of Delivery

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

3. Service Type

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

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

7021 1970 0001 8870 3945

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

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

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box and fee as appropriate)

- ☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$

Total

\$

Sent

Street

City

CGPM/WMC OPERATING, LLC
5430 LBJ FWY STE 1400
3 LINCOLN CENTRE
DALLAS, TX 75240

PS Form 3800, April 2015 PSN 7530-02-000-9041 See Reverse for Instructions

Postmark Here
GULFVIEW

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

CERTIFIED MAIL



7021 1970 0001 8870 3952

CGPM MANAGERS, LLC
5430 LBJ FREEWAY
DALLAS, TX 75240

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

CGPM MANAGERS, LLC
5430 LBJ FREEWAY
DALLAS, TX 75240



9590 9402 7420 2055 3563 82

7021 1970 0001 8870 3952

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

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

2. Service Type

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

Domestic Return Receipt

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

OFFICIAL USE

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

Certified Mail Fee

Extra Services & Fees (check box and add fee as appropriate)

- ☐ Return Receipt (hardcopy)
- ☐ Return Receipt (electronic)
- ☐ Certified Mail Restricted Delivery
- ☐ Adult Signature Required
- ☐ Adult Signature Restricted Delivery

Postage

\$

\$

\$

\$

\$

\$

CGPM MANAGERS, LLC
5430 LBJ FREEWAY
DALLAS, TX 75240

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

CERTIFIED MAIL

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



7021 1970 0001 8870 3969

CGPM PALMER, LLC
5430 LBJ FREEWAY, SUITE 1400
DALLAS, TX 75240

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CGPM PALMER, LLC
5430 LBJ FREEWAY, SUITE 1400
DALLAS, TX 75240

9590 9402 7420 2055 3563 99



COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
- B. Received by (Printed Name) ☐ Addressee
- C. Date of Delivery
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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

2. Article Number (Transfer from service label)

7021 1970 0001 8870 3969

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

Domestic Return Receipt

U.S. Postal ServiceTM CERTIFIED MAIL[®] RECEIPT

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

OFFICIAL USE

Certified Mail Fee	\$	
Extra Services & Fees (check if X, add fee as appropriate)	\$	
☐ Return Receipt (hardcopy)	\$	
☐ Return Receipt (electronic)	\$	
☐ Certified Mail Restricted Delivery	\$	
☐ Adult Signature Required	\$	
☐ Adult Signature Restricted Delivery	\$	
Postage	\$	

CGPM PALMER, LLC
5430 LBJ FREEWAY, SUITE 1400
DALLAS, TX 75240

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7021 1970 0001 8870 3969

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

CERTIFIED MAIL



7021 1970 0001 8870 3976

LAS POSAS COUNTRY CLUB
955 FAIRWAY DRIVE
CAMARILLO, CA 93010

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

LAS POSAS COUNTRY CLUB
955 FAIRWAY DRIVE
CAMARILLO, CA 93010

9590 9402 7420 2055 3564 36



2. Article Number (Transfer from service label)

7021 1970 0001 8870 3976

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

□ Agent
□ Addressee

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

3. Service Type

- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Restricted Delivery
- Signature Confirmation
- Signature Restricted Delivery

□ Priority Mail Express®

□ Registered Mail™

□ Registered Mail Restricted Delivery

□ Signature Confirmation

Mail Restricted Delivery

Domestic Return Receipt

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

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

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, and fee as appropriate)

Postage

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

Postmark Here

7021 1970 0001 8870 3976

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <u>Kurt Petersen</u> ☐ Agent ☐ Addressee	
1. Article Addressed to: LAS POSAS COUNTRY CLUB 955 FAIRWAY DRIVE CAMARILLO, CA 93010		B. Received by (Printed Name) C. Date of Delivery <u>9/1/22</u>	
2. Article Number (Transfer from service label) 7021 1970 0001 8870 3976		D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Insured Mail		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <u>AS noniade</u> ☐ Agent ☐ Addressee	
1. Article Addressed to: GOLF MANAGEMENT OPERATING LLC 50200 AVENIDA VISTA BONITA LA QUINTA, CA 92253		B. Received by (Printed Name) C. Date of Delivery <u>9/1/22</u>	
2. Article Number (Transfer from service label) 7021 1970 0001 8870 3914		D. Is delivery address different from item 1? ☐ Yes ☐ No If YES, enter delivery address below:	
3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CGPM PALMER, LLC
5430 LBJ FREEWAY, SUITE 1400
DALLAS, TX 75240



9590 9402 7420 2055 3563 99

2. Article Number (Transfer from service label)

7021 1970 0001 8870 3969

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

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

Mail Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

CGPM/WMC OPERATING, LLC
5430 LBJ FWY STE 1400
3 LINCOLN CENTRE
DALLAS, TX 75240



9590 9402 7420 2055 3564 12

2. Article Number (Transfer from service label)

7021 1970 0001 8870 3945

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

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

Mail Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

**CGPM MANAGERS, LLC
5430 LBJ FREEWAY
DALLAS, TX 75240**



9590 9402 7420 2055 3563 82

2 Article Number (Transfer from service label)

7021 1970 0001 8870 3952

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *clm*

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

Carrier released

C. Date of Delivery

9/6/22

- D. Is delivery address different from item 1?**
If YES, enter delivery address below:

- ☐ Yes
☐ No

3. Service Type

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

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

all
all Restricted Delivery
(over 5000)

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

Domestic Return Receipt

PROOF OF SERVICE

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

On **June 6, 2023**, I served the document described as: **SECOND AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Janet Hur
Janet.Hur@jacksonlewis.com
Paige T. Bennett
Paige.Bennett@jacksonlewis.com
Frankie Larsen
Frankie.Larsen@jacksonlewis.com
Caroline Partida
Carol.Partida@jacksonlewis.com

Attorney's for Defendant's:
Golf Management Operating LLC
Century Golf Partners Management LP
CGPM/WMC Operating, LLC
CGPM Managers, LLC
CGPM Palmer, LLC
LAS POSAS COUNTRY CLUB

JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, CA 90017
Telephone: 213-689-0404

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

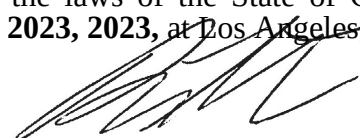
☒ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

☐ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **June 6, 2023, 2023**, at Los Angeles, California.

Riley McIntire
Type/Print Name


Signature