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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

COLTON LEDFORD, individually, and on behalf of Aggrieved Employees pursuant to the California Private Attorneys General Act,

Plaintiff,

vs.

EVERGREEN ALLIANCE GOLF LIMITED, L.P.; ARCIS GOLF LLC; and DOES 1 through 25, inclusive,

Defendants.

Case No. 26CV217516

COMPLAINT FOR ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CAL. LABOR CODE §§ 2698 *ET SEQ.*

Plaintiff COLTON LEDFORD ("Plaintiff"), individually, and on behalf of all similarly aggrieved employees, alleges against Defendants EVERGREEN ALLIANCE GOLF LIMITED, L.P., ARCIS GOLF LLC, and DOES 1 through 25 (collectively, "Defendants") as follows:

INTRODUCTION

1. This is an enforcement action under the California Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* ("PAGA"), to recover civil penalties on behalf of Plaintiff, the State of California, and all other current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California during the PAGA Period, as defined below (the "Aggrieved Employees").

2. Plaintiff alleges that Defendants failed to properly pay him and the other Aggrieved Employees all wages owed for all time worked (including minimum wages, straight time wages, and overtime wages), failed to provide them with all meal periods and rest periods and associated premium wages to which they were entitled, failed to timely pay them all wages due during their employment, failed to timely pay them all wages due upon termination of their employment, failed to provide them with accurate itemized wage statements, unlawfully collected, took, and received gratuities left for them by patrons, failed to keep accurate records of the gratuities Defendants received, and failed to reimburse them for necessary business expenses.

3. As a result, Defendants violated, inter alia, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 350, 351, 353, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission ("IWC") Wage Order. Defendants' conduct giving rise to these violations was malicious, fraudulent, and/or oppressive within the meaning of PAGA. Through this action, Plaintiff seeks to recover all available remedies under PAGA, including but not limited to civil penalties and attorneys' fees and costs.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

5. This Court has jurisdiction over all Defendants because, upon information and belief,

Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally availed themselves of the California market to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. Further, no federal question is at issue because the claims asserted herein are based solely on California law.

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Alameda, including at 3400 W Ruby Hill Dr, Pleasanton, CA 94566.

THE PARTIES

7. At all times mentioned herein, Plaintiff COLTON LEDFORD was and is a resident of the State of California.

8. At all times herein mentioned, Defendant EVERGREEN ALLIANCE GOLF LIMITED, L.P. was and is an employer who does business in California, with locations throughout the State of California, and whose employees are engaged throughout Alameda County and the State of California, including at 3400 W Ruby Hill Dr, Pleasanton, CA 94566.

9. At all times herein mentioned, Defendant ARCIS GOLF LLC was and is an employer who does business in California, with locations throughout the State of California, and whose employees are engaged throughout Alameda County and the State of California, including at 3400 W Ruby Hill Dr, Pleasanton, CA 94566.

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

11. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein were performed by, or are attributable to defendants EVERGREEN ALLIANCE GOLF LIMITED, L.P., ARCIS GOLF LLC, and/or DOES 1 through 25, each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants

represent and were in accordance with Defendants' official policies.

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

13. Defendants had the authority to hire and terminate Plaintiff and the Aggrieved Employees, to set work rules and conditions governing their employment, and to supervise their daily employment activities.

14. Defendants exercised sufficient authority over the terms and conditions of Plaintiff's and the Aggrieved Employees' employment for them to be their joint employers.

15. Defendants directly hired and paid wages and benefits to Plaintiff and the Aggrieved Employees.

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

17. At all relevant times, Defendants, and each of them, ratified the acts and omissions complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

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

GENERAL ALLEGATIONS

19. Plaintiff COLTON LEDFORD worked for Defendants from approximately 2022 to June 2026 as a banquet server at Los Robles Greens, a daily-fee golf facility that Defendants operate and that is open to the general public. Throughout his employment with Defendants, Plaintiff was classified as an hourly-paid and/or non-exempt employee. Defendants have jointly and severally employed Plaintiff. Plaintiff performed various duties for Defendants including, among other things, setting up and breaking down banquet events and serving food and beverages to guests.

20. Defendants own, operate, or manage numerous golf and country club facilities in the

State of California, including both private member clubs and daily-fee facilities open to the general public, and applied the timekeeping, wage, meal and rest, gratuity, and compensation policies and practices alleged herein uniformly across those facilities and to their hourly-paid and/or non-exempt employees. Plaintiff is informed and believes, and thereon alleges, that Defendants engaged in a pattern and practice of violating the California Labor Code and the applicable IWC Wage Order with respect to their hourly-paid and/or non-exempt employees, as set forth in more detail below.

21. Defendants knew or should have known that Plaintiff and the other Aggrieved Employees were entitled to the protections afforded by the California Labor Code and the applicable IWC Wage Order. Defendants had the financial ability to comply, but willfully, knowingly, and intentionally failed to do so to increase Defendants' profits.

22. Defendants had a uniform policy and practice of failing to record, and failing to compensate, all hours worked by Plaintiff and the other Aggrieved Employees. Among other things, Defendants required Plaintiff and the other Aggrieved Employees to record their working time using a mobile timekeeping application on the employee's own personal telephone, which did not reliably function at Defendants' facilities, and directed them to report unrecorded time to a manager, who recorded it inaccurately and/or failed to record it. As a result, Defendants' records did not reflect all hours worked.

23. Defendants' supervisors instructed Plaintiff and the other Aggrieved Employees to clock out for meal periods but continue working, including at the close of banquet events and during understaffed shifts, so that Defendants' records would reflect facially compliant meal periods that were never in fact provided.

24. Defendants had a policy and practice of requiring Plaintiff and the other Aggrieved Employees to remain subject to Defendants' control during meal and rest periods, including by requiring them to remain on the premises, to remain on call, and/or to monitor and respond to communications from Defendants' managers, such that those meal and rest periods were on duty and non-compliant.

25. Defendants did not pay the meal and rest period premiums owed to Plaintiff and the other Aggrieved Employees.

DEFENDANTS' RETENTION OF THE SERVICE CHARGE

26. At all relevant times Defendants had a uniform policy and practice of assessing a mandatory charge, calculated as a fixed percentage of the amount due for food and beverages, on food and beverage sales at their California facilities, including on beverage cart sales and on banquet and member event bills (the "Service Charge"). Plaintiff is informed and believes that Defendants assessed the Service Charge at a rate of approximately twenty percent of the food and beverage sale. The employees who performed the food and beverage service on which the Service Charge was assessed are referred to herein as the "Service Employees." The Service Charge is separate from, and additional to, any cash or credit card gratuity a patron chose to leave for the Service Employees.

27. The amounts Defendants collected as the Service Charge and designated for distribution to the Service Employees were nondiscretionary remuneration for work performed, and were required to be included in the regular rate of pay as alleged below.

28. Defendants collected the Service Charge from patrons and held the proceeds. Defendants represented to Plaintiff and the other Aggrieved Employees who are Service Employees that a specified percentage of the Service Charge would be distributed to them as compensation for their work.

29. The amounts Defendants collected as the Service Charge and designated for distribution to the Service Employees were a specific and identifiable sum, ascertainable from Defendants' own point-of-sale, payroll, and general ledger records.

30. The amounts Defendants did distribute to Plaintiff and the other Aggrieved Employees from the Service Charge were not a gift and were not discretionary. Defendants paid them pursuant to a prior representation, measured by a percentage of sales the employees generated and served, and as compensation for work performed. Those amounts were therefore remuneration for employment that Defendants were required to include in the regular rate of pay used to calculate overtime compensation and meal and rest period premiums, and Defendants failed to do so.

DEFENDANTS' RETENTION OF PATRON GRATUITIES

31. Separately from the Service Charge, patrons left cash and credit card gratuities for the Service Employees who served them (the "Patron Gratuities"). The Patron Gratuities are gratuities

within the meaning of California Labor Code section 350, subdivision (e). Their character is not pleaded in the alternative and does not depend upon the character of the Service Charge.

32. California Labor Code section 351 declares every gratuity to be the sole property of the employee or employees to whom it was paid, given, or left, and prohibits an employer and its agents from collecting, taking, or receiving any gratuity or any part of a gratuity paid, given to, or left for an employee by a patron.

33. Defendants had a uniform policy and practice of distributing a portion of the Patron Gratuities to supervisors and other persons who exercise authority to hire, discharge, supervise, direct, or control the acts of employees, and who are therefore agents within the meaning of California Labor Code section 350, subdivision (d).

34. California Labor Code section 351 further provides that an employer that permits patrons to pay gratuities by credit card shall pay the employee the full amount of the gratuity that the patron indicated on the credit card slip, without any deduction for any credit card payment processing fees or costs charged to the employer, and shall make that payment not later than the next regular payday following the date the patron authorized the credit card payment. Defendants had a policy and practice of failing to remit to Plaintiff and the other Aggrieved Employees the full amount of the Patron Gratuities designated on credit card slips, and of failing to remit those amounts within the time section 351 requires.

35. California Labor Code section 353 requires every employer to keep accurate records of all gratuities received. Defendants kept no such records of the Patron Gratuities they received by means of the practices alleged above, and kept no record of the method by which amounts were allocated among employees.

PAGA ALLEGATIONS

36. PAGA is and was applicable to Defendants' employment of Plaintiff and the Aggrieved Employees.

37. PAGA provides that any provision of the California Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for a violation of the California Labor Code may, as an alternative, be recovered through

a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed, pursuant to the procedures specified in California Labor Code section 2699.3.

38. Pursuant to PAGA, a civil action may be brought by an "aggrieved employee," who is any person who was employed by the alleged violator and who personally suffered each of the violations alleged during the period prescribed by California Code of Civil Procedure section 340. (Cal. Lab. Code § 2699(c)(1).)

39. The "Aggrieved Employees" are all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the period from September 30, 2024 through final judgment (the "PAGA Period"). The Aggrieved Employees include employees at all facilities Defendants own, operate, or manage in California, including both private member clubs and daily-fee facilities open to the general public.

40. Plaintiff is an Aggrieved Employee. He was employed by Defendants as an hourly-paid and/or non-exempt employee through in or about June 2026, within the PAGA Period, and personally suffered each of the Labor Code violations alleged in this Complaint during the PAGA Period.

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

(a) The aggrieved employee shall give written notice by online filing with the LWDA and by certified mail to the employer (the "Employee's Notice") of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

(b) The LWDA shall notify the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of that notice, or if no notice is provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the

employee may be entitled.

42. On September 26, 2025, an Employee's Notice was provided by online filing with the LWDA and by certified mail to Defendants, setting forth the specific provisions of the California Labor Code alleged to have been violated and the facts and theories supporting the alleged violations, pursuant to California Labor Code section 2699.3. The LWDA assigned that notice Case No. LWDA-1128690-25 and logged it on September 30, 2025. A true and correct copy of the Employee's Notice is attached hereto as Exhibit A.

43. On July 17, 2026, an amended Employee's Notice was provided by online filing with the LWDA and by certified mail to Defendants, adding MEGHAN CARTER as a claimant and adding the violations of California Labor Code sections 350, 351, and 353 alleged herein, together with the facts and theories supporting those violations. A true and correct copy of the amended Employee's Notice is attached hereto as Exhibit B.

44. On August 14, 2026, a second amended Employee's Notice was provided by online filing with the LWDA and by certified mail to Defendants, adding Plaintiff COLTON LEDFORD and JOSE SANCHEZ as claimants. A true and correct copy of the second amended Employee's Notice is attached hereto as Exhibit C. Each earlier notice remains operative and is incorporated in the notices that followed it.

45. The LWDA did not provide notice of an intention to investigate the alleged violations within sixty-five (65) calendar days of the postmark date of any of the notices described above.

46. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of, inter alia, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 350, 351, 353, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802 have been satisfied.

FIRST CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 2698, ET SEQ.

Private Attorneys General Act

(Against All Defendants)

47. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

48. Plaintiff brings this cause of action on an individual basis and on a representative basis on behalf of the other Aggrieved Employees and the State of California, in his capacity as a private attorney general pursuant to the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*

49. PAGA expressly provides for a private right of action to recover civil penalties for violations of the California Labor Code as follows: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of the employee and other current or former employees against whom a violation of the same provision was committed pursuant to the procedures specified in Section 2699.3." (Cal. Lab. Code § 2699(a).)

50. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees, has discretion to assess a civil penalty or seek injunctive relief, a court is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty and award injunctive relief. (Cal. Lab. Code § 2699(e)(1).)

51. Plaintiff and the other Aggrieved Employees are "aggrieved employees" as defined by California Labor Code section 2699(c).

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

(a) Violation of California Labor Code sections 510 and 1198 for failure to pay overtime wages, as set forth more fully below;

(b) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to pay minimum wages, as set forth more fully below;

(c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide legally required meal periods, as set forth more fully below;

(d) Violation of California Labor Code sections 226.7 and 512(a) for failure to pay required meal period premiums, as set forth more fully below;

(e) Violation of California Labor Code section 226.7 for failure to provide legally required rest periods, as set forth more fully below;

(f) Violation of California Labor Code section 226.7 for failure to pay required rest period premiums, as set forth more fully below;

(g) Violation of California Labor Code section 204 for failure to timely pay wages to Plaintiff and the other Aggrieved Employees during employment, as set forth more fully below;

(h) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all wages at the time of discharge from employment, as set forth more fully below;

(i) Violation of California Labor Code section 226(a) for failure to provide accurate itemized wage statements to Plaintiff and the other Aggrieved Employees, as set forth more fully below;

(j) Violation of California Labor Code sections 350, 351, and 353 for unlawfully collecting, taking, and receiving gratuities left for Plaintiff and the other Aggrieved Employees, for failing to remit the full amount of credit card gratuities within the time required, and for failing to keep accurate records of gratuities received, as set forth more fully below; and

(k) Violation of California Labor Code sections 2800 and 2802 for failure to reimburse Plaintiff and the other Aggrieved Employees for necessary business-related expenses, as set forth more fully below.

53. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699(f), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for Plaintiff, all other Aggrieved Employees, and the State of California against Defendants for the violations of the California Labor Code set forth herein, including penalties under California Labor Code sections 2699, 210, 226.3, 558, 1197.1, and 1199, penalties under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

54. Plaintiff does not seek, and this cause of action does not include, any civil penalty the

recovery of which is precluded by California Labor Code section 2699(i).

55. Pursuant to California Labor Code section 2699(m), civil penalties recovered by the Aggrieved Employees shall be distributed as follows: sixty-five percent (65%) to the LWDA for enforcement of labor laws, including the administration of PAGA, and for education of employers and employees about their rights and responsibilities, and thirty-five percent (35%) to the Aggrieved Employees.

56. Plaintiff retained counsel to file this court action, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs pursuant to California Labor Code sections 218.5 and 2699(k)(1), and any other applicable statute.

Failure to Pay Minimum Wages and All Wages for All Hours Worked

57. California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order provide that the minimum wage fixed by the IWC is the minimum wage to be paid to employees, and that the payment of a wage less than the minimum so fixed is unlawful.

58. Defendants required Plaintiff and the other Aggrieved Employees to record their working time using a mobile timekeeping application installed on the employee's own personal telephone, which did not reliably function at Defendants' facilities, and directed them to report unrecorded time to a manager, who recorded it and/or failed to record it. Defendants' supervisors also instructed Plaintiff and the other Aggrieved Employees to clock out and continue working, including at the close of banquet events and during understaffed shifts. As a result, Defendants' records did not reflect all hours worked, and Defendants failed to pay Plaintiff and the other Aggrieved Employees for all time worked.

59. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff and the other Aggrieved Employees for all hours they worked, in violation of California Labor Code sections 1194, 1197, and 1197.1. Defendants' conduct giving rise to these violations was malicious, fraudulent, and/or oppressive within the meaning of PAGA.

Failure to Pay Proper Overtime Wages

60. California Labor Code section 510 and the applicable IWC Wage Order require

Defendants to pay Plaintiff and the other Aggrieved Employees who worked more than eight (8) hours in a day, more than forty (40) hours in a workweek, and/or seven (7) consecutive days, at the rate of one and one-half times their regular rate of pay for all such hours worked.

61. California Labor Code section 510 and the applicable IWC Wage Order further require Defendants to pay Plaintiff and the other Aggrieved Employees who worked more than twelve (12) hours in a day, or more than eight (8) hours on the seventh consecutive day, at a rate of two (2) times their regular rate of pay for all such hours worked.

62. During the PAGA Period, Plaintiff and the other Aggrieved Employees regularly worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, in excess of forty (40) hours in a workweek, and/or for seven (7) or more consecutive days, but Defendants routinely failed to account for all such overtime hours and further failed to compensate Plaintiff and the other Aggrieved Employees at the correct overtime rates.

63. Defendants' failure to pay correct overtime wages included, inter alia: (a) when the combined total of the unrecorded work described above and the recorded work exceeded the number of hours that trigger the payment of overtime wages under California Labor Code section 510 and/or the applicable IWC Wage Order; and (b) when Defendants failed to include all required wages and remuneration when calculating the regular rate of pay on which the overtime rate is based.

64. Defendants' failure to pay Plaintiff and the other Aggrieved Employees proper overtime compensation, as required by California law, violates California Labor Code section 510 and the applicable IWC Wage Order, and is therefore unlawful. Defendants' conduct giving rise to these violations was malicious, fraudulent, and/or oppressive within the meaning of PAGA.

Failure to Provide Meal Periods

65. California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal period mandated by an applicable IWC Wage Order.

66. California Labor Code section 512(a) provides that 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 a 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. Section 512(a) further provides that an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, 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. The applicable IWC Wage Order sets forth the same requirements.

67. Plaintiff and the other Aggrieved Employees were required to work for periods longer than five (5) hours without a meal period of not less than thirty (30) minutes, and were required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of not less than thirty (30) minutes, without having waived those meal periods by mutual consent.

68. Moreover, Defendants had a policy and practice of requiring Plaintiff and the other Aggrieved Employees to remain subject to Defendants' control during meal periods, including by requiring them to remain on the premises, to remain on call, and/or to monitor and respond to communications from Defendants' managers, such that those periods were on duty and no compliant meal period was provided. When meal periods were provided, they were often interrupted, cut short, and/or Plaintiff and the other Aggrieved Employees were not relieved of all duties as required by law.

69. Such conduct violates California Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order. Defendants' conduct giving rise to these violations was malicious, fraudulent, and/or oppressive within the meaning of PAGA.

Failure to Pay Compliant Meal Period Premiums

70. California Labor Code section 226.7 requires that, if an employer fails to provide an employee a meal period in accordance with state law, including an applicable IWC Wage Order, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided. The applicable IWC Wage Order imposes the same requirement.

71. Defendants failed to pay Plaintiff and the other Aggrieved Employees the meal period premiums due on each day when a complete, timely, and uninterrupted meal period of at least thirty (30) minutes was not provided. Defendants also had a policy and practice of paying such premiums

and thereafter altering time records so that the underlying violations no longer appeared in Defendants' records, and/or of discontinuing the payment of such premiums.

72. Moreover, if and when meal period premiums were paid, Defendants failed to incorporate all nondiscretionary payments for work performed by Plaintiff and the other Aggrieved Employees in the regular rate of compensation used to calculate those premiums.

73. Defendants' conduct violates California Labor Code section 226.7 and the applicable IWC Wage Order. Defendants' conduct giving rise to these violations was malicious, fraudulent, and/or oppressive within the meaning of PAGA.

Failure to Provide Rest Periods

74. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable IWC Wage Order.

75. The applicable IWC Wage Order requires every employer to authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period, and provides 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 (3.5) hours.

76. Defendants required Plaintiff and the other Aggrieved Employees to work four (4) or more hours without authorizing or permitting a timely ten (10) minute uninterrupted rest period during which they were relieved of all duties, per each four (4) hour period or major fraction thereof worked. Banquet shifts frequently exceeded six (6) hours without any scheduled rest period. Defendants also required Plaintiff and the other Aggrieved Employees to remain subject to Defendants' control during rest periods, including by requiring them to remain on the premises, to remain on call, and/or to monitor and respond to communications from Defendants' managers.

77. Defendants' conduct therefore violates California Labor Code section 226.7 and the applicable IWC Wage Order. Defendants' conduct giving rise to these violations was malicious, fraudulent, and/or oppressive within the meaning of PAGA.

Failure to Pay Compliant Rest Period Premiums

78. California Labor Code section 226.7 requires that, if an employer fails to provide an

employee a rest period in accordance with state law, including an applicable IWC Wage Order, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. The applicable IWC Wage Order imposes the same requirement.

79. Defendants failed to pay Plaintiff and the other Aggrieved Employees the rest period premiums due when compliant rest periods were not provided, and had a policy and practice of paying such premiums and thereafter altering time records so that the underlying violations no longer appeared in Defendants' records, and/or of discontinuing the payment of such premiums.

80. Moreover, if and when rest period premiums were paid, Defendants failed to incorporate all nondiscretionary payments for work performed by Plaintiff and the other Aggrieved Employees in the regular rate of compensation used to calculate those premiums.

81. Defendants' conduct violates California Labor Code section 226.7 and the applicable IWC Wage Order. Defendants' conduct giving rise to these violations was malicious, fraudulent, and/or oppressive within the meaning of PAGA.

Failure to Timely Pay Wages During Employment

82. California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of employment, 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 between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of employment, are due and payable between the 1st and the 10th day of the following month. Section 204 further provides 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.

83. During the PAGA Period, Defendants intentionally and willfully failed to pay Plaintiff and the other Aggrieved Employees all wages due to them within any time period permissible under California Labor Code section 204, including minimum wages, straight time wages, overtime compensation, meal period premiums, rest period premiums, and amounts owed on account of the Service Charge and the Patron Gratuities.

84. Such conduct violates California Labor Code section 204, and was willful and intentional. Defendants' conduct giving rise to these violations was malicious, fraudulent, and/or oppressive within the meaning of PAGA.

Failure to Timely Pay Wages Upon Termination

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

86. At the time the employment of Plaintiff and the other Aggrieved Employees with Defendants ended, Defendants knowingly and willfully failed to pay them all wages owed pursuant to California Labor Code sections 201 and 202, including, without limitation, minimum wages, straight time wages, overtime wages, meal and rest period premium wages, and amounts owed on account of the Service Charge and the Patron Gratuities.

87. Such conduct violates California Labor Code sections 201 and 202. Defendants' conduct giving rise to these violations was malicious, fraudulent, and/or oppressive within the meaning of PAGA.

Failure to Provide Compliant Wage Statements

88. California Labor Code section 226(a) provides that every employer shall furnish each of its employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of the employee's social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer,

and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

89. Defendants knowingly and intentionally failed to provide Plaintiff and the other Aggrieved Employees with complete and accurate itemized wage statements. The deficiencies include, among other things, the failure to state all correct rates of pay, all hours worked, all gross and net wages earned, all meal period premium wages earned, and all rest period premium wages earned.

90. Plaintiff and the other Aggrieved Employees could not promptly and easily determine from the wage statements alone the accurate information required by California Labor Code section 226(a).

91. Such conduct violates California Labor Code section 226(a) and was knowing and intentional. Defendants' conduct giving rise to these violations was malicious, fraudulent, and/or oppressive within the meaning of PAGA.

Unlawful Taking of Gratuities and Failure to Keep Gratuity Records

92. California Labor Code section 351 declares every gratuity to be the sole property of the employee or employees to whom it was paid, given, or left, and prohibits an employer and its agents from collecting, taking, or receiving any gratuity or any part of a gratuity paid, given to, or left for an employee by a patron. California Labor Code section 350, subdivision (d), defines an agent to include every person other than the employer having the authority to hire or discharge any employee or supervise, direct, or control the acts of employees.

93. Defendants had a uniform policy and practice of distributing a portion of the Patron Gratuities to supervisors and other persons who exercise authority to hire, discharge, supervise, direct, or control the acts of employees, and who are therefore agents within the meaning of California Labor Code section 350, subdivision (d).

94. California Labor Code section 351 further provides that an employer that permits patrons to pay gratuities by credit card shall pay the employee the full amount of the gratuity that the patron indicated on the credit card slip, without any deduction for any credit card payment processing fees or costs charged to the employer, and shall make that payment not later than the next regular payday following the date the patron authorized the credit card payment. Defendants had a policy and

practice of failing to remit to Plaintiff and the other Aggrieved Employees the full amount of the Patron Gratuities designated on credit card slips, and of failing to remit those amounts within the time section 351 requires.

95. California Labor Code section 353 requires every employer to keep accurate records of all gratuities received, whether received directly from the employee or indirectly by means of deductions from the wages of the employee. Defendants kept no such records of the Patron Gratuities they received by means of the practices alleged above, and kept no record of the method by which amounts were allocated among employees.

96. Such conduct violates California Labor Code sections 350, 351, and 353, and the applicable IWC Wage Order. Defendants' conduct giving rise to these violations was malicious, fraudulent, and/or oppressive within the meaning of PAGA.

Failure to Reimburse Necessary Business Expenses

97. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of the employee's job duties or in direct consequence of the employee's obedience to the directions of the employer.

98. Plaintiff and the other Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including the cost of the personal telephones and cellular service Defendants required them to use to record their working time.

99. Defendants intentionally and willfully failed to reimburse Plaintiff and the other Aggrieved Employees for all necessary business-related expenses and costs.

100. Such conduct violates California Labor Code sections 2800 and 2802. Defendants' conduct giving rise to these violations was malicious, fraudulent, and/or oppressive within the meaning of PAGA.

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of Aggrieved Employees pursuant to the California Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. That the Court declare, adjudge, and decree that Defendants violated the California Labor Code sections set forth in the First Cause of Action as to Plaintiff and the other Aggrieved Employees;

2. For the imposition of civil penalties pursuant to California Labor Code sections 2699, 210, 226.3, 558, 1197.1, and 1199, penalties pursuant to the applicable IWC Wage Order, and all other penalties allowed by the California Labor Code and/or other applicable statutes, in each case to the extent their recovery is not precluded by California Labor Code section 2699(i);

3. That the civil penalties recovered be distributed in accordance with California Labor Code section 2699(m);

4. For injunctive relief;

5. For statutory attorneys' fees and costs pursuant to California Labor Code sections 218.5 and 2699(k)(1); and

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

Dated: October 22, 2026

BLACKSTONE LAW, APC

By: _____

Ryan A. Quadrel, Esq.
Philippe M.J. Gaudard, Esq.
Joseph O. Marshall, Esq.

Attorneys for Plaintiff COLTON LEDFORD, individually, and on behalf of Aggrieved Employees pursuant to the California Private Attorneys General Act

EXHIBIT A

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Ryan A. Quadrel, Esq.
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September 26, 2025

PAGA Claim Notice Via Online Electronic Submission
California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814
https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

RE: ***Laura Conant v. Evergreen Alliance Golf Limited, L.P.; Arcis Golf LLC***

To Whom It May Concern:

This office represents Laura Conant ("Claimant") with respect to their claims under the California Labor Code against Evergreen Alliance Golf Limited, L.P. and Arcis Golf LLC (including all affiliates, subsidiaries, parents, directors, and officers) (collectively referred to herein as "Employers"). This letter is being sent simultaneously to Employers by certified mail.

Employers have employed Laura Conant since approximately 2011 to the present as a non-exempt, hourly-paid employee. Laura Conant has worked as a Server/Bartender for Employers and has been based out of Employers' facility located at 26550 Heritage View Ln, Valencia, CA 91381.

Claimant intends to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq*. ("PAGA"). Claimant is seeking penalties on behalf of themself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period who suffered the violations alleged ("Aggrieved Employees"). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimant's notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California's wage and hour laws during Claimant's employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order"). Employers' conduct giving rise to the violations detailed below was malicious, fraudulent, and/or oppressive within the meaning of PAGA.

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The claims made on behalf of Claimant and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

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

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimant and other Aggrieved Employees to perform work off-the-clock. Employers failed to compensate Claimant and other Aggrieved Employees for any of this off-the-clock work, in violation of California law.

This uncompensated work often resulted in the total number of hours worked by Claimant and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimant and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimant and Aggrieved Employees.

Employers also failed to pay overtime to Claimant and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimant and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders;

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penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; injunctive relief; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id*.

During the relevant time period, Employers failed to provide Claimant and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimant and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimant and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5^{th}) hour of work, and/or to take their second meal periods after their tenth (10^{th}) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Employers fraudulently required Claimant and other Aggrieved Employees to clock-out for purported meal periods but continue working to appear as if compliant meal periods were

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taken.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; injunctive relief; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimant and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimant and other Aggrieved Employees to work through rest periods. Claimant and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimant and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimant and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.,* 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimant and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimant and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimant and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimant and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6)

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Employers required Claimant and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimant and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimant and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; injunctive relief; and attorneys' fees and costs.

4. 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. During the relevant time period, Employers willfully and intentionally failed to timely pay all wages earned because Claimant and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia,* overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; injunctive relief; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for

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which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimant and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Employers' failure to provide accurate itemized wage statements was knowing and intentional. Accordingly, Employers violated California Labor Code section 226(a).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; injunctive relief; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, 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. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimant and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; injunctive relief; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimant and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers.

Accordingly, Employers violated the applicable IWC Order and California Labor Code sections 2800 and 2802. Claimant and Aggrieved Employees will therefore seek PAGA default

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penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; injunctive relief; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL 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 if an employee quits 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' 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.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimant and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimant and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimant and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. CONCLUSION

Claimant hereby provides notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically asks for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that Claimant may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within

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65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimant's intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Ryan Quadrel

Ryan A. Quadrel, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

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EXHIBIT B

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July 17, 2026

PAGA Claim Notice Via Online Electronic Submission
California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814
https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

RE: AMENDED PAGA LETTER

Laura Conant & Meghan Carter v. Evergreen Alliance Golf Limited, L.P.; Arcis Golf LLC

LWDA Case No. LWDA-1128690-25

To Whom It May Concern:

On September 26, 2025 pursuant to the Private Attorneys General Act of 2004 ("PAGA") (California Labor Code § 2699.3), our office provided notice to the Labor and Workforce Development Agency (LWDA) and Evergreen Alliance Golf Limited, L.P. and Arcis Golf LLC, on behalf of Laura Conant ("Ms. Conant") that Ms. Conant may allege a cause of action under PAGA in a civil action against Evergreen Alliance Golf Limited, L.P. and Arcis Golf LLC (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as "Employers").

We write to inform you that we have been retained by Meghan Carter ("Ms. Carter") who was employed by Employers as a beverage cart bartender, banquet bartender, banquet server, and member's lounge server from approximately May 25, 2023, to February 3, 2025. at Employers' location at Valencia Country Club, 27330 Tourney Rd, Valencia, CA 91355. Ms. Carter intends to be added to the action as a named plaintiff and seeks penalties for violations of the California Labor Code which are recoverable under PAGA. Ms. Carter seeks these penalties on behalf of herself and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period who suffered the violations alleged ("Aggrieved Employees").

As detailed below, Employers violated several of California's wage and hour laws during Ms. Conant's and Ms. Carter's (collectively "Claimants") employment, including but not limited

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to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order"). Employers' conduct giving rise to the violations detailed below was malicious, fraudulent, and/or oppressive within the meaning of PAGA.

The claims made on behalf of Claimants and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

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

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimants and other Aggrieved Employees to perform work off-the-clock. Employers failed to compensate Claimants and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. Employers fraudulently adjusted Claimants' and other Aggrieved Employees' timesheets to avoid paying them for all time worked.

This uncompensated work often resulted in the total number of hours worked by Claimants and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages, yet Employers failed to pay Claimants and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimants and Aggrieved Employees.

Employers also failed to pay overtime to Claimants and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

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As a result of the foregoing practices, Employers failed to pay Claimants and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; injunctive relief; and attorneys' fees and costs.

2. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id*.

During the relevant time period, Employers failed to provide Claimants and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimants and other Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimants and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimants and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5^{th}) hour of work, and/or to take their second meal periods after their tenth (10^{th}) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimants and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimants and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and

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(7) Employers' policy and culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Employers fraudulently adjusted Claimants' and other Aggrieved Employees' timesheets and/or required Claimants and other Aggrieved Employees to adjust their timesheets to appear as if compliant meal periods were taken. Employers fraudulently required Claimants and other Aggrieved Employees to clock-out for purported meal periods but continue working to appear as if compliant meal periods were taken.

Claimants and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; injunctive relief; and attorneys' fees and costs.

3. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimants and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimants and other Aggrieved Employees to work through rest periods. Claimants and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimants and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimants and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.,* 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies

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regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimants and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimants and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimants and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; injunctive relief; and attorneys' fees and costs.

4. 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. During the relevant time period, Employers willfully and intentionally failed to timely pay all wages earned because Claimants and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia,* overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; injunctive relief; and attorneys' fees and costs.

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5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimants and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Employers' failure to provide accurate itemized wage statements was knowing and intentional. Accordingly, Employers violated California Labor Code section 226(a).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; injunctive relief; and attorneys' fees and costs.

6. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 1174(d) requires an employer to keep, 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. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. During the relevant time period, Employers have failed to maintain accurate records relating to Claimants and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 1198.5 and 1174(d).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; injunctive relief; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the

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discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimants and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers.

Accordingly, Employers violated the applicable IWC Order **Error! Reference source not found.**and California Labor Code sections 2800 and 2802. Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; injunctive relief; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL 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 if an employee quits 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' 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.

During the relevant time period, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimants and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimants and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimants and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. CONCLUSION

Claimants hereby provide notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for

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the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimants' intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

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Ryan A. Quadrel, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

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Agent For Service, Lawyers Incorporating Service
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EXHIBIT C

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August 14, 2026

PAGA Claim Notice Via Online Electronic Submission
California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814
https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

RE: SECOND AMENDED PAGA LETTER

Laura Conant, Meghan Carter, Colton Ledford & Jose Sanchez v. Evergreen Alliance Golf Limited, L.P.; Arcis Golf LLC

LWDA Case No. LWDA-1128690-25

To Whom It May Concern:

On September 26, 2025 pursuant to the Private Attorneys General Act of 2004 ("PAGA") (California Labor Code § 2699.3), our office provided notice to the Labor and Workforce Development Agency (LWDA) and Evergreen Alliance Golf Limited, L.P. and Arcis Golf LLC, on behalf of Laura Conant ("Ms. Conant") that Ms. Conant may allege a cause of action under PAGA in a civil action against Evergreen Alliance Golf Limited, L.P. and Arcis Golf LLC (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as "Employers").

On July 17, 2026, our office submitted an amended notice in this matter adding Meghan Carter ("Ms. Carter") as a claimant. Ms. Carter was employed by Employers as a beverage cart bartender, banquet bartender, banquet server, and member's lounge server from approximately May 25, 2023 to February 3, 2025 at Employers' location at Valencia Country Club, 27330 Tourney Rd, Valencia, CA 91355. That amended notice remains operative and is incorporated here.

We write to further amend the July 17, 2026 notice adding Colton Ledford ("Mr. Ledford") and Jose Sanchez ("Mr. Sanchez"). Mr. Ledford was employed by Employers as a banquet server from approximately 2022 to June 2026 at Employers' location at Los Robles Greens, a public daily-fee golf facility operated by Employers. Mr. Sanchez was employed by Employers as a steward and thereafter as a head cook from approximately September 2022 to 2024 at Employers' location at Ruby Hill Golf Club. Mr. Ledford and Mr. Sanchez intend to be added to the action as

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named plaintiffs and seek penalties for violations of the California Labor Code which are recoverable under PAGA. They seek these penalties on behalf of themselves and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period who suffered the violations alleged ("Aggrieved Employees"). The Aggrieved Employees include employees at all facilities Employers own, operate, or manage in California, including both private member clubs and daily-fee facilities open to the public.

As detailed below, Employers violated several of California's wage and hour laws during Ms. Conant's, Ms. Carter's, Mr. Ledford's, and Mr. Sanchez's (collectively "Claimants") employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 350, 351, 353, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, 2802, and the applicable Industrial Welfare Commission Wage Order ("IWC Wage Order"). Employers' conduct giving rise to the violations detailed below was malicious, fraudulent, and/or oppressive within the meaning of PAGA.

The claims made on behalf of Claimants and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

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

California Labor Code sections 1194, 1197, and 1197.1 and the applicable IWC Wage Order require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and the applicable IWC Wage Order further require employers to pay no less than one and one-half times an employee's regular rate of pay for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice an employee's regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time, Employers regularly required Claimants and other Aggrieved Employees to perform work off-the-clock. Employers failed to compensate Claimants and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. Employers fraudulently adjusted Claimants' and other Aggrieved Employees' timesheets to avoid paying them for all time worked.

This uncompensated work often resulted in the total number of hours worked by Claimants and other Aggrieved Employees exceeding the daily and/or weekly triggers for overtime wages,

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yet Employers failed to pay Claimants and Aggrieved Employees applicable overtime rate(s) for these hours.

Employers also failed to accurately record the actual time worked by Claimants and Aggrieved Employees.

Employers also failed to pay overtime to Claimants and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including but not limited to non-discretionary payments of service charges, non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers failed to pay Claimants and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; injunctive relief; and attorneys' fees and costs.

2. UNLAWFUL TIP POOLING

California Labor Code section 351 declares every gratuity to be the sole property of the employee or employees to whom it was paid, given, or left, and prohibits an employer and its agents from collecting, taking, or receiving any gratuity or any part of a gratuity paid, given to, or left for an employee by a patron. Employers have a uniform policy and practice of distributing a portion of the patron gratuities paid to Claimants and Aggrieved Employees to supervisors and other employees who exercise authority to hire, discharge, supervise, direct, or control the acts of Claimants and Aggrieved Employees, and who are therefore agents within the meaning of section 350, subdivision (d).

Section 351 further requires that where a patron pays a gratuity by credit card, the employer pay the employee the full amount the patron indicated on the credit card slip, without any deduction for credit card payment processing fees or costs, not later than the next regular payday following the date the patron authorized the credit card payment. Employers have a policy and practice of failing to remit the full amount of the patron gratuities designated on credit card slips to Clamiants and Aggrieved Employees, and of failing to remit those amounts within the time section 351 requires.

Section 353 requires every employer to keep accurate records of all gratuities received, whether received directly from the employee or indirectly by means of deductions from the wages of the employee. Employers kept no such records of the patron gratuities they received, and kept no record of the method by which amounts were allocated among Claimants, Aggrieved Employees and other supervisory employees.

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Accordingly, Employers violated California Labor Code sections 350, 351, and 353, and the applicable IWC Wage Order. Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; injunctive relief; and attorneys' fees and costs.

3. MEAL BREAK VIOLATIONS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7 & 512(a). Employers must provide a second meal period of no less than thirty (30) minutes before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. *Id.* For each day that an employer fails to provide compliant meal period(s), the employer must pay the employee a meal penalty equal to one hour of pay at the employee's regular rate of compensation. *Id*.

During the relevant time period, Employers failed to provide Claimants and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimants and other Aggrieved Employees were required by Employers to work more than five (5) hours per day, but were not provided with uninterrupted 30-minute meal periods. Further, Claimants and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimants and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5^{th}) hour of work, and/or to take their second meal periods after their tenth (10^{th}) hour of work. Meal breaks, when provided, were oftentimes interrupted and/or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded their own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimants and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimants and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

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Employers fraudulently adjusted Claimants' and other Aggrieved Employees' timesheets and/or required Claimants and other Aggrieved Employees to adjust their timesheets to appear as if compliant meal periods were taken. Employers fraudulently required Claimants and other Aggrieved Employees to clock-out for purported meal periods but continue working to appear as if compliant meal periods were taken.

Claimants and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a compliant meal period was not provided to them in compliance with California law.

Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; injunctive relief; and attorneys' fees and costs.

4. REST BREAK VIOLATIONS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. For each day that an employer fails to authorize and permit a compliant rest period, the employer owes the employee one hour of pay at the employee's regular rate of compensation. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimants and other Aggrieved Employees to take compliant 10-minute rest periods. Employers required Claimants and other Aggrieved Employees to work through rest periods. Claimants and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimants and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimants and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.,* 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimants and other Aggrieved Employees regarding their right to take timely,

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uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimants and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimants and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for each day a rest period was not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Order and California Labor Code sections 226.7 and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; injunctive relief; and attorneys' fees and costs.

5. 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. During the relevant time period, Employers willfully and intentionally failed to timely pay all wages earned because Claimants and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia,* overtime compensation, straight time wages, minimum wages, and meal and rest period premiums. Accordingly, Employers violated California Labor Code section 204(a).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; injunctive relief; and attorneys' fees and costs.

6. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1)

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gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described above, the wage statements provided to Claimants and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. Employers' failure to provide accurate itemized wage statements was knowing and intentional. Accordingly, Employers violated California Labor Code section 226(a).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; injunctive relief; and attorneys' fees and costs.

7. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. The applicable IWC Wage Order requires employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimants and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers.

Accordingly, Employers violated the applicable IWC Order **Error! Reference source not found.**and California Labor Code sections 2800 and 2802. Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; injunctive relief; and attorneys' fees and costs.

8. FAILURE TO TIMELY PAY ALL 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 if an employee quits 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' 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.

During the relevant time period, upon the termination of employment (including but not

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limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Employers failed to pay all wages due to their employees within twenty-four (24) hours of termination or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimants and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimants and Aggrieved Employees for all straight time wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimants and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages. Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

9. CONCLUSION

Claimants hereby provide notice to the LWDA under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, *et seq.*, and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

For each violation identified above, a civil penalty is due the State under California Labor Code section 2699, computed by the number of Aggrieved Employees per pay period affected by the practice, in amounts according to proof.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, *et seq.*, by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimants' intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this timeframe.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

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