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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN LUIS OBISPO**

ELECTRONICALLY
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SAN LUIS OBISPO SUPERIOR COURT
BY M. Zepeda
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23CV-0281

ERICA MEDHURST, JOSEPH SINGER, and
ARIA THOMPSON, individually, and on behalf
of Aggrieved Employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

vs.

MADONNA INN, INC., a California corporation;
and DOES 1 through 25, inclusive,

Defendants.

Case No.

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

COMES NOW, Plaintiffs ERICA MEDHURST, JOSEPH SINGER, and ARIA THOMPSON (“Plaintiffs”), individually and on behalf of other Aggrieved Employees pursuant to the California Labor Code Private Attorneys General Act, and alleges as follow:

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 Plaintiffs, the State of California, and all individuals who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at any time during the period from March 23, 2022 to final judgment (“Aggrieved Employees”).

2. Plaintiffs allege that throughout the time period involved in this case, Defendants hired Plaintiffs and Aggrieved Employees but failed to properly pay them 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 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, failed to maintain accurate payroll records, and failed to reimburse them for necessary business expenses.

3. As a result, Defendants violated California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission (“IWC”) Wage Orders. Through this action, Plaintiffs seek to recover all available remedies under PAGA, including, but not limited to, civil penalties and attorney’s 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

1 otherwise intentionally avail themselves of the California market so as to render the exercise of
2 jurisdiction over them by the California courts consistent with traditional notions of fair play and
3 substantial justice. Further, no federal question is at issue because the claims asserted herein are based
4 solely on California law.

5 6. Venue is proper in this Court because, upon information and belief, Defendants
6 maintain offices, have agents, employ individuals, and/or transact business in the State of California,
7 County of San Luis Obispo. The majority of the acts, events, and violations alleged herein relating to
8 Plaintiffs occurred in the State of California, County of San Luis Obispo.

9 **THE PARTIES**

10 7. At all times herein mentioned, Plaintiffs ERICA MEDHURST, JOSEPH SINGER, and
11 ARIA THOMPSON were or are residents of San Luis Obispo County in the State of California.

12 8. At all times herein mentioned, Defendant MADONNA INN, INC., was and is, upon
13 information and belief, a California corporation, and at all times hereinafter mentioned, an employer
14 whose employees are engaged throughout San Luis Obispo County and the State of California.

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

18 10. Plaintiffs are informed and believe, and thereon allege, that each and all of the acts and
19 omissions alleged herein were performed by, or are attributable to, MADONNA INN, INC. and/or
20 DOES 1 through 25 (collectively "Defendants"), each acting as the agent, employee, alter ego, and/or
21 joint venturer of, or working in concert with, each of the other co-Defendants and within the course
22 and scope of such agency, employment, joint venture, or concerted activity with legal authority to act
23 on the others' behalf. The acts of any and all Defendants represent and were in accordance with
24 Defendants' official policy.

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

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

13. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs and the Aggrieved Employees' employment for them to be joint employers of Plaintiffs and the Aggrieved Employees.

14. Defendants directly hired and paid wages and benefits to Plaintiffs and the Aggrieved Employees.

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

16. At all relevant times, Defendants, and each of them, ratified each and every act or omission 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.

17. Plaintiffs are informed and believe, and thereon allege, 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

18. Defendants, jointly and severally, employed Plaintiff Medhurst from approximately September 2021 to April 2022 as a non-exempt, hourly-paid employee. During her employment with Defendants, Plaintiff Medhurst was employed as Server.

19. Defendants, jointly and severally, employed Plaintiff Singer from approximately November 2019 to August 2022 as a non-exempt, hourly-paid employee. During his employment with Defendants, Plaintiff Singer was employed in various positions, including Host, Busser, Server, and Expediter.

20. Defendants, jointly and severally, employed Plaintiff Thompson from approximately October 2017 to August 2022 as a non-exempt, hourly-paid employee. During her employment with Defendants, Plaintiff Thompson was employed in various positions, including Host, Busser, Server,

1 and Food Runner.

2 21. All Plaintiffs worked at Defendant's location, 100 Madonna Road, San Luis Obispo,
3 CA 93405.

4 22. Defendants hired Plaintiffs and the Aggrieved Employees but failed to properly pay
5 them all overtime wages and minimum wages for all hours worked, failed to provide all meal and rest
6 breaks to which they were entitled, failed to timely pay all wages upon termination of employment,
7 failed to provide accurate wage statements, failed to reimburse necessary business-related expenses,
8 and failed to adhere to other related protections afforded by the California Labor Code and applicable
9 Industrial Welfare Commission Wage Order.

10 23. Plaintiffs and the Aggrieved Employees worked over eight (8) hours in a day, and/or
11 forty (40) hours in a week during their employment with Defendants.

12 24. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
13 should have known that pursuant to California Labor Code sections 510 and 1198, and the applicable
14 IWC Wage Order, Plaintiffs and the Aggrieved Employees were entitled to receive certain wages for
15 overtime compensation and that they were not receiving certain wages for overtime compensation.

16 25. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
17 should have known that pursuant to California Labor Code sections 1194, 1197, 1197.1, and the
18 applicable IWC Wage Order, Plaintiffs and the Aggrieved Employees were entitled to receive at least
19 minimum wages for all hours worked and that they were not receiving minimum wages for all hours
20 worked.

21 26. Plaintiffs are informed and believe, and based thereon allege, that Defendants
22 implemented time rounding practices that at times resulted in the underpayment of wages to Plaintiffs
23 and the Aggrieved Employees, including minimum and overtime wages. Defendants employed a time
24 rounding policy that was not neutral and designed to round time in Defendants' favor, ensuring that
25 Plaintiffs and the Aggrieved Employees were at times not paid for all time worked.

26 27. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
27 should have known that pursuant to California Labor Code sections 226.7, 512, and the applicable
28 IWC Wage Order, Plaintiffs and the Aggrieved Employees were entitled to receive a meal period or

1 payment of one (1) additional hour of pay at their regular rate of compensation when they were not
2 provided with an uninterrupted meal period of no less than thirty (30) minutes for a work period of
3 more than five hours per day and that Plaintiffs and the Aggrieved Employees were entitled to receive
4 a second meal period or payment of one (1) additional hour of pay at their regular rate of compensation
5 when they were not provided with an uninterrupted second meal period of no less than thirty (30)
6 minutes for a work period of more than ten (10) hours per day. However, Plaintiffs and the Aggrieved
7 Employees did not receive all meal periods or payment of one (1) additional hour of pay at their regular
8 rate of compensation when a meal period was missed, shortened, taken late, and/or interrupted.

9 28. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
10 should have known that pursuant to California Labor Code section 226.7 and the applicable IWC
11 Wage Order, Plaintiffs and the Aggrieved Employees were entitled to receive all rest periods or
12 payment of one (1) additional hour of pay at their regular rate of compensation when they were not
13 provided with an uninterrupted rest period of no less than ten (10) minutes for every four hours, or
14 major fraction thereof, worked. However, Plaintiffs and the Aggrieved Employees did not receive
15 all rest periods or payment of one (1) additional hour of pay at their regular rate of compensation when
16 a rest period was missed, shortened, taken late, and/or interrupted.

17 29. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
18 or should have known that they were required to provide Plaintiffs and the Aggrieved Employees
19 with complete and accurate itemized wage statements pursuant to California Labor Code section
20 226, but failed to do so.

21 30. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew
22 or should have known pursuant to California Labor Code sections 2800 and 2802 that Plaintiffs and
23 the Aggrieved Employees were entitled to reimbursement for necessary business-related expenses,
24 but, in fact, did not reimburse them for necessary business-related expenses.

25 31. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or
26 should have known that Plaintiffs and the Aggrieved Employees were entitled to receive all wages
27 upon termination of employment, including, without limitation, overtime wages, minimum wages,
28 meal period premium wages, and rest period premium wages, and that they did not receive payment

1 of all wages upon termination of employment in violation of California Labor Code sections 201 and
2 202.

3 **PAGA ALLEGATIONS**

4 32. At all times set forth herein, PAGA was applicable to Plaintiffs' employment by
5 Defendants.

6 33. At all times set forth herein, PAGA provides that any provision of law under the
7 California Labor Code that provides for a civil penalty, including unpaid wages and premium wages,
8 to be assessed and collected by the California Labor & Workforce Development Agency ("LWDA")
9 for violations of the California Labor Code may, as an alternative, be recovered through a civil action
10 brought by an Aggrieved Employee on behalf of himself/herself and other current or former employees
11 pursuant to procedures outlined in California Labor Code section 2699.3.

12 34. Pursuant to PAGA, a civil action may be brought by an "Aggrieved Employee," who
13 is any person that was employed by the alleged violator and against whom one or more of the alleged
14 violations was committed.

15 35. Plaintiffs were employed by Defendants and the alleged violations were committed
16 against him during his time of employment and he is, therefore, an Aggrieved Employee. Plaintiffs
17 and the other employees are "Aggrieved Employees" as defined by California Labor Code section
18 2699(c) in that they are current or former employees of Defendants and one of more of the alleged
19 violations were committed against them.

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

23 (a) The Aggrieved Employee shall give written notice by certified mail (hereinafter
24 "Employee's Notice") to the LWDA and the employer of the specific provisions of the
25 Labor Code alleged to have been violated, including the facts and theories to support the
26 alleged violations.

27 (b) The LWDA shall provide notice (hereinafter "LWDA Notice") to the employer and the
28 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 the LWDA Notice, or if the LWDA Notice is not 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.

37. On March 23, 2023, Plaintiffs provided notice by electronic submission to the LWDA and by certified mail to Defendants regarding the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, pursuant to Labor Code section 2699.3. Plaintiffs did not receive an LWDA Notice within sixty-five calendar days of providing the Employee's Notice.

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

FIRST CAUSE OF ACTION

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

(Against MADONNA INN, INC. and DOES 1-25)

39. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

40. Plaintiff brings this action as a representative action on behalf of himself, other Aggrieved Employees, and the State of California in their capacity as a private attorney general pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, et seq.

41. PAGA expressly provides for a private right of action to recover civil penalties for violations of the 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 himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

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

43. Plaintiffs and the other hourly-paid, non-exempt employees are “Aggrieved Employees” as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

44. 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 section 226.7 for failure to provide legally required rest periods, as set forth more fully below;
- (e) Violation of California Labor Code section 204 for failure to timely pay wages to Plaintiff and Aggrieved Employees during employment, as set forth more fully below;
- (f) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all wages at time of discharge from employment, as set forth more fully below;
- (g) Violation of California Labor Code section 226(a) for failure to provide accurate wage statements to Plaintiff and Aggrieved Employees, as set forth more fully below;
- (h) Violation of California Labor Code section 1174(d) for failure to keep complete and accurate payroll records relating to Plaintiff and Aggrieved Employees, as set

forth more fully below; and

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

45. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiffs, acting in the public interest as a private attorney general, seek assessment and collection of civil penalties for Plaintiffs, all Aggrieved Employees, and the State of California against Defendants for violations of Labor Code sections set forth herein, including penalties under California Labor Code sections 2699, 558, 210, 1197.1, , 226, 226.3, 1174.5, and 1197.1, 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.

46. Pursuant to California Labor Code section 2699(i), civil penalties recovered by Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five (25%) to the Aggrieved Employees.

47. Plaintiffs were compelled to retain the services of counsel to file this court action, and to assess and collect the civil penalties owed by Defendants. Plaintiffs therefore seek an award of reasonable attorney's fees and costs pursuant to Labor Code §§ 210, 218.5, 2699(g)(1), and any other applicable statute.

Failure to Pay Overtime Wages

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

49. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and Aggrieved Employees employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

50. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs and Aggrieved Employees employed by Defendants, and working more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.

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

52. During the relevant time period, Plaintiffs and Aggrieved Employees regularly worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week performing work duties “off-the-clock” performing duties including, but not limited to, amongst other things, requiring Plaintiffs and the Aggrieved Employees to provide customer service to guests in the hotel, café, and restaurant during purported meal periods.

53. Defendants' failure to pay Plaintiffs and Aggrieved Employees the unpaid balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

Failure to Pay Minimum Wages

54. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 have provided that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Defendants' failure to pay minimum wages included, *inter alia*, Defendants' failure to pay Plaintiffs and the Aggrieved Employees any wages for time spent working "off-the-clock" performing duties including, but not limited to, amongst other things, requiring Plaintiffs and the Aggrieved Employees to provide customer service to guests in the hotel, café, and restaurant during purported meal periods. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiffs and Aggrieved Employees for all of the hours they worked in violation of California Labor Code sections 1194, 1197 and 1197.1.

55. Defendants' failure to pay Plaintiffs and Aggrieved Employees the minimum wage as

1 required violates California Labor Code sections 1194, 1197 and 1197.1.

2 **Failure to Provide Meal Periods**

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

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

11 58. During the relevant time period, Plaintiffs and Aggrieved Employees who were
12 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally
13 mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours
14 without a meal period of not less than thirty (30) minutes.

15 59. During the relevant time period, Plaintiffs and the Aggrieved Employees,
16 who were scheduled to work for a period of time in excess of six (6) hours, were required to work for
17 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
18 minutes.

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

24 61. During the relevant time period, Plaintiffs and the Aggrieved Employees,
25 who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work
26 for periods longer than ten (10) hours without a second uninterrupted meal period of not less than
27 thirty (30) minutes.

28 62. During the relevant time period, Defendants willfully required Plaintiffs and the

1 Aggrieved Employees to work during meal periods and failed to compensate Plaintiffs and Aggrieved
2 Employees for work performed during meal periods. By way of example, Defendants failed to relieve
3 Plaintiffs of all duties such that Plaintiffs could take compliant meal periods. As a result, Plaintiffs
4 worked through mandated meal periods.

5 63. Defendants failed to pay Plaintiffs and the Aggrieved Employees the full meal period
6 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a
7 timely, uninterrupted meal period of at least thirty (30) minutes was not provided. Defendants failed
8 to incorporate all nondiscretionary payments for work performed by Plaintiffs and the Aggrieved
9 Employees in the regular rate of compensation.

10 64. Defendants' conduct violates applicable IWC Wage Order(s), and California Labor
11 Code sections 226.7 and 512(a).

12 **Failure to Provide Rest Periods**

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

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

21 67. Pursuant to the applicable IWC Wage Order and California Labor Code section
22 226.7(b), Plaintiffs and the Aggrieved Employees are entitled to recover from Defendants one (1)
23 additional hour of pay at the employee's regular hourly rate of compensation for each work day that
24 the rest period was not provided.

25 68. During the relevant time period, Defendants required Plaintiffs and the Aggrieved
26 Employees to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
27 period per each four (4) hour period, or major fraction thereof worked. During the relevant time
28 period, Defendants willfully required Plaintiffs and the Aggrieved Employees to work during rest

1 periods. By way of example, Defendants failed to relieve Plaintiffs of all duties such that Plaintiffs
2 could take compliant rest periods. As a result, Plaintiffs worked through mandated rest periods.

3 69. Defendants failed to pay Plaintiffs and Aggrieved Employees the full rest period
4 premium due in violation of California Labor Code sections 226.7 and 512 on each occasion when a
5 timely, uninterrupted rest period of at least ten (10) minutes was not provided. Defendants failed to
6 incorporate all nondiscretionary payments for work performed by Plaintiffs and the Aggrieved
7 Employees in the regular rate of compensation.

8 70. Defendants' conduct violates the applicable IWC Wage Orders and California Labor
9 Code section 226.7.

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

11 71. At all relevant times herein set forth, California Labor Code section 204 has provided
12 that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of
13 any calendar month, other than those wages due upon termination of an employee, are due and payable
14 between the 16th and the 26th day of the month during which the labor was performed.

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

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

22 74. During the relevant time period, Defendants intentionally and willfully failed to pay
23 Plaintiffs and the Aggrieved Employees all wages due to them, within any time period permissible
24 under California Labor Code section 204, including wages for overtime compensation, minimum wage
25 compensation, meal period premiums, and rest period premiums.

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

27 75. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
28 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code 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. California Labor Code section 202 mandates that if an employee quits, 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.

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

77. At the time that Plaintiffs and the Aggrieved Employees' employment with Defendants ended, Defendants knowingly and willfully failed to pay Plaintiffs and the Aggrieved Employees all wages owed to them pursuant to California Labor Code sections 201 and 202, including, without limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium wages.

Failure to Provide Compliant Wage Statements

78. At all relevant times set forth herein, 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 his or her 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. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the

1 deductions shall be kept on file by the employer for at least three years at the place of employment or
2 at a central location within the State of California.

3 79. Defendants have intentionally and willfully failed to provide employees with complete
4 and accurate wage statements. The deficiencies include, among other things, the failure to state all
5 correct rates of pay, all hours worked, all meal period premium wages earned, and all rest period
6 premium wages earned.

7 **Failure to Keep Requisite Payroll Records**

8 80. At all relevant times set forth herein, California Labor Code section 1174(d) has
9 required an employer to keep, at a central location in the state or at the plants or establishments at
10 which employees are employed, payroll records showing the hours worked daily by and the wages
11 paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees
12 employed at the respective plants or establishments. These records shall be kept in accordance with
13 rules established for this purpose by the commission, but in any case shall be kept on file for not less
14 than two years.

15 81. Defendants have intentionally and willfully failed to keep accurate and complete
16 payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the Aggrieved
17 Employees.

18 82. As a result of Defendants' violation of California Labor Code section 1174(d),
19 Plaintiffs and the Aggrieved Employees have suffered injury and damage to their statutorily-protected
20 rights.

21 83. More specifically, Plaintiffs and the Aggrieved Employees have been injured by
22 Defendants' intentional and willful violation of California Labor Code section 1174(d) because they
23 were denied both their legal right and protected interest, in having available, accurate and complete
24 payroll records pursuant to California Labor Code section 1174(d).

25 **Failure to Reimburse Necessary Business Expenses**

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

1 consequence of his or her obedience to the directions of the employer.

2 85. Plaintiffs and the Aggrieved Employees incurred necessary business-related expenses
3 and costs that were not fully reimbursed by Defendants, including, but not limited to, the purchase of
4 non-slip shoes and the usage of personal cell phones for work-related purposes.

5 86. Defendants intentionally and willfully failed to reimburse Plaintiffs and the Aggrieved
6 Employees for all necessary business-related expenses and costs.

7 **PRAYER FOR RELIEF**

8 Plaintiffs pray for relief and judgment against Defendants, jointly and severally, as follows:

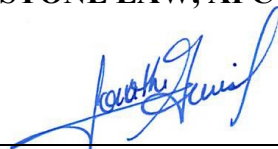
9 1. For statutory attorneys' fees and costs pursuant to sections 210, 218.5 and 2699(g)(1)
10 of California Labor Code;

11 2. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,
12 558, 226, 226.3, 1174.5, 1197.1 and all other penalties allowed by the California Labor Code and/or
13 other applicable statutes; and

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

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16 DATED: June 1, 2023

BLACKSTONE LAW, APC

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18 By: 

19 Jonathan M. Genish, Esq.
20 Attorneys for Plaintiff Plaintiffs
21 ERICA MEDHURST, JOSEPH SINGER,
22 and ARIA THOMPSON
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