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Assigned for All Purposes
Judge Randall J. Sherman
Dept. CX105

Attorneys for Plaintiffs,
GREGORY EDGAR SPENCER and
JENNIFER LYNN WOODRUFF

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

GREGORY EDGAR SPENCER, an
individual, on his own behalf and on
behalf of all others similarly situated;
JENNIFER LYNN WOODRUFF, an
individual, on her on behalf and on
behalf of all others similarly situated,

Plaintiffs,

vs.

BEL AIRE HOSPITALITY LLC dba
MOTEL 6 STANTON, an Arizona
limited liability company; and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 30-2023-01304470-CU-OE-CXC

**FIRST AMENDED CLASS ACTION COMPLAINT
FOR:**

1. **FAILURE TO PAY PREMIUM
OVERTIME/DOUBLE TIME WAGES DUE** (Cal.
Labor Code §§ 510, 1198);
2. **FAILURE TO PAY MINIMUM WAGES** (Cal.
Labor Code §§1194, 1194.2, 1997, 1197.1, 1198)
3. **FALURE TO PROVIDE TIMELY OFF DUTY
MEAL PERIODS** (Cal. *Labor Code* §§ 226.7, 512)
4. **FAILURE TO PROVIDE REST PERIODS** (Cal.
Labor Code § 226.7);
5. **FAILURE TO MAINTAIN RECORDS AND
PROVIDE ACCURATE ITEMIZED WAGE
STATEMENTS** (Cal. *Labor Code* §226);
6. **FAILURE TO PAY WAGES DUE UPON
TERMINATION** (Cal. *Labor Code* §§201-203);
7. **FAILURE TO PROVIDE UNIFORM AND
MAINTENANCE ALLOWANCE** (Cal. *Labor Code*
§2802);
8. **FAILURE TO ALLOW INSPECTION OF
EMPLOYMENT RECORDS** (Cal. *Labor Code*
§1198.5);
9. **UNFAIR COMPETITION** (Cal. *Bus. & Prof. Code*
§§17200 *et seq.*); and
10. **PRIVATE ATTORNEY GENERAL ACT (PAGA)**
(Cal. *Labor Code* §§2699

DEMAND FOR A JURY TRIAL

All allegations in this First Amended Complaint are based upon information and belief
except for those allegations which pertain to the Plaintiffs named herein and their counsel.

1 Each allegation has evidentiary support or is likely to have evidentiary support after a reasona-
2 ble opportunity for further investigation and discovery.

3 GREGORY EDGAR SPENCER and JENNIFER LYNN WOODRUFF (collectively,
4 “Plaintiffs”) allege the following:

5 1. This is a class action brought under California law by individuals who were
6 employed by Bel Air Hospitality LLC dba Motel 6 Stanton (“Motel 6”) (along with DOES 1
7 through 100, collectively “Defendants”). Plaintiffs bring this action on behalf of themselves
8 and others similarly situated to recover wages from Defendant due to Defendant’s systematic
9 failure to pay overtime/double time wages, failure to pay minimum wages, failure to provide
10 meal and rest breaks (or pay the statutory compensation due), failure to issue accurate wage
11 statements, failure to provide uniform maintenance allowance and failure to allow inspection of
12 employee records.

13 2. Plaintiffs have worked as employees in Defendant’s hotels in Stanton,
14 California. While working, Plaintiffs have been forced to endure stressful and illegal workplace
15 conditions created by Defendant’s efforts to maximize profits and tightly control labor costs.

16 3. Plaintiffs, like their co-workers whom Defendant also employed during the
17 applicable limitations period, spend their workdays at Motel 6, under illegal and highly
18 regimented circumstances. That regimen results from Defendant’s insistence to strictly monitor
19 and curtail labor costs, which Defendant accomplishes by not paying for all labor costs, failing
20 to pay overtime/double time, failing to pay minimum wages, refusing to provide meal periods,
21 refusing to provide rest breaks, not paying the required extra hour for missed meal and rest
22 breaks, failing to provide a uniform maintenance allowance, failing to allow inspection of
23 employee records and by using other unlawful stratagems to ensure that labor costs remain
24 artificially low.

25 4. Plaintiffs bring this class action to recover, among other things, wages and
26 penalties from unpaid wages earned and due, including but not limited to, premium
27 overtime/double time wages, minimum wages, late and missed rest break wages, wages due to
28 discharged or quitting employees, penalties for failure to provide accurate itemized wage

1 statements, penalties for failure to allow inspection of records, reimbursement of uniform
2 maintenance allowance and interest, attorneys' fees, costs, and expenses.

3 5. Plaintiffs seek compensatory, statutory, declaratory, and injunctive relief for
4 themselves and all members of the class, to compensate these workers for the unpaid wages and
5 to protect current and future workers of Defendant from being subjected to similar wage theft
6 and otherwise unlawful working conditions.

7 6. Plaintiffs also bring an action seeking relief for Defendant's violations of
8 California *Business & Professions Code* §§ 17200 *et seq.*, including full restitution and
9 disgorgement of all compensation retained by Defendant as a result of its unlawful and unfair
10 business practices, as well as injunctive relief.

11 **JURISDICTION AND VENUE**

12 7. This Court has jurisdiction over this First Amended Complaint under Code of
13 Civil Procedure §410.10. This action is brought under *Code of Civil Procedure* § 382, and
14 *Business & Professions Code* §§ 17200 *et seq.* Plaintiffs Gregory Edgar Spencer and Jennifer
15 Lynn Woodruff bring this First Amended Complaint on their own behalf and on behalf of all
16 persons in the Class as defined in paragraph 16 below.

17 8. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and
18 395.5, because the claims made, and the *Labor Code* violations as against the persons identified
19 herein, occurred in the County of Orange and because each of the Defendants owned and
20 operated their businesses in the County of Orange.

21 **THE PARTIES**

22 **PLAINTIFFS**

23 9. At all times relevant hereto, Plaintiffs were:

- 24 (a) Individuals over age 18; Plaintiff Gregory Edgar Spencer is a resident of
25 Victorville, California; Plaintiff Jennifer Lynn Woodruff is a resident of
26 Long Beach, California;
27 (b) Employed as an hourly for Defendant in Stanton, California;

- 1 (c) Did not receive overtime/double time compensation required by *Labor*
2 *Code* §§510 and 1194 and the applicable Wage Orders;
3 (d) Did not receive minimum wages in violation of *Labor Code* §§1194,
4 1194.2, 1997, 1197.1, 1198 and the applicable Wage Orders;
5 (e) Did not receive the meal periods required by *Labor Code* §266.7 and the
6 applicable Wage Orders;
7 (f) Did not receive the rest periods required by *Labor Code* §266.7 and the
8 applicable Wage Orders;
9 (g) Did not receive accurate wage statements as mandated by *Labor Code*
10 §226;
11 (h) When terminated from his employment, did not receive his final
12 paychecks within the time limits prescribed by *Labor Code* §201;
13 (i) Was not provided a uniform maintenance allowance as required by
14 *Labor Code* §2802; and
15 (j) Was not allowed to inspect his employment records as required by *Labor*
16 *Code* §1198.5. Each of these was a violation of the *Labor Code*.

17 **DEFENDANT**

18 10. Plaintiffs are informed and believe, and based on that information and belief,
19 allege, Defendant Motel 6 is, and at all times mentioned herein was:

- 20 (a) An Arizona limited liability company, with a principal place of business
21 at 13457 North 103rd Street, Scottsdale, Arizona. Defendant has been
22 authorized to do business and has been doing business in the County of
23 Orange;
24 (b) The former employer of Plaintiffs and the current and former employer
25 of the putative Class members;
26 (c) Paid Plaintiffs and all Class Members on an hourly basis;
27 (d) Failed to pay Plaintiffs and all putative Class members premium
28 overtime/double time wages;

- 1 (e) Failed to pay Plaintiffs and all putative Class members minimum wages;
2 (f) Failed to provide Plaintiffs and all putative Class members with meal
3 and rest periods, failed to provide Plaintiffs and all putative Class
4 Members with accurate itemized wage statements and failed to issue
5 final paychecks timely to Plaintiffs and all putative Class Members;
6 (g) Failed to provide a uniform maintenance allowance; and
7 (h) Failed to allow Plaintiffs and all putative Class Members to inspect
8 employment records. Each of these was a violation of the *Labor Code*.

9 11. The true names and capacities, whether individual, corporate, subsidiary,
10 partnership, associate or otherwise of Defendants DOES 1 through 100, inclusive, are unknown
11 to Plaintiffs, who therefore sue these Defendants by such fictitious names pursuant to *Code of*
12 *Civil Procedure* § 474. Plaintiffs will seek leave to amend their complaint to allege the true
13 names and capacities of DOES 1 through 100, inclusive, when they are ascertained.

14 12. Plaintiffs are informed and believe, and based on that information and belief
15 allege, that Defendant DOES 1 through 100 are persons, corporations or other entities which
16 reside in or are authorized to do, or are otherwise doing, business in the State of California.
17 Specifically, DOES 1 through 100 maintain offices, operate businesses, employ persons, and
18 conduct business in the County of Orange. Each of the Defendants DOES 1 through 100 was
19 the managerial agent, employee, predecessor, successor, joint-venturers, co-conspirator, alter
20 ego and/or representative of one or more of the other Defendants named herein, and acting with
21 permission, authorization, and/or ratification and consent of the other Defendants.

22 13. Plaintiffs are informed and believe, and based on that information and belief
23 allege, that the Defendants named in this First Amended Complaint, including DOES 1 through
24 100, inclusive, are responsible in some manner for one or more of the events and happenings
25 that proximately caused the injuries and damages hereinafter alleged.

26 14. Plaintiffs are informed and believe, and based on that information and belief
27 allege, that Defendants named in this First Amended Complaint, including DOES 1 through
28 100, inclusive, are, and at all times mentioned herein were, the agents, servants, and/or

1 employees of each of the other Defendants and that each Defendant was acting within the
2 course and scope of his, hers or its authority as the agent, servant and/or employee of each of
3 the other Defendants. Consequently, all of the Defendants are jointly and severally liable to the
4 Plaintiffs, and the Class, for the damages sustained as a proximate result of their conduct.

5 15. Plaintiffs are informed and believe, and based on that information and belief
6 allege, that the Defendants named in this First Amended Complaint, including DOES 1 through
7 100, inclusive, knowingly and willfully acted in concert, conspired and agreed together among
8 themselves and entered into a combination and systemized campaign of activity to *inter alia*
9 damage Plaintiffs, and the Class, and to otherwise consciously and/or recklessly act in
10 derogation of the rights of Plaintiffs and the Class, and the trust reposed by Plaintiffs, and the
11 Class, in each of the Defendants, the acts being negligently and/or intentionally inflicted. Their
12 conspiracy, and Defendants' concerted actions, were such that, to Plaintiffs' information and
13 belief, and to all appearances, Defendants, and each of them, represented a unified body so that
14 the actions of one Defendant were accomplished in concert with, and with the knowledge,
15 ratification, authorization and approval of each of the other Defendants.

16 **CLASS ALLEGATIONS**

17 **A. The Definition of the Class**

18 16. The Class ("the Class") is defined as follows:

19 (a) "All current and former employees who were hourly paid employees of
20 Defendant and worked at Motel 6 and other hotels of Defendant in California at
21 any time during the period commencing on the date that is four (4) years prior to
22 the filing of this First Amended Complaint and continuing through the present
23 date (the "Class Period")."

24 (b) "All persons who were hourly paid employees of Defendant and worked at
25 Motel 6 and other hotels of Defendant in California and left the employ of
26 Defendant at any time during the period commencing on the date that is within
27 one (1) year prior to the filing of this First Amended Complaint and continuing
28 through the present date (the "Class Period")."

1 17. Plaintiffs reserves their right under Rule 3.765 of the California Rules of Court
2 to amend or modify the Class description with greater specificity or further division into
3 subclasses or limitation to particular issues.

4 **B. Maintenance of the Action**

5 18. Plaintiffs bring this action individually and on behalf of themselves and as
6 representative of all similarly situated persons under *Business & Professions Code* §§ 17203
7 and 17204 and *Code of Civil Procedure* § 382.

8 **C. The Class Requisites**

9 19. At all material times, Plaintiffs were members of the Class.

10 20. The Class action meets the statutory prerequisites for maintaining a class action
11 under Code of Civil Procedure § 382 in that:

- 12 (a) The persons who comprise the Class are so numerous that the joinder of all
13 those persons is impracticable and the disposition of their claims as a Class
14 will benefit the parties and the Court;
- 15 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief issues
16 that are raised in this First Amended Complaint are common to the Class
17 and will apply uniformly to every Class member;
- 18 (c) The claims of the representative Plaintiffs are typical of the claims of each
19 Class member. Plaintiffs, like all Class members, have sustained damages
20 arising from Defendant's violations of the laws of the State of California.
21 Plaintiffs, and the Class members, were and are similarly or identically
22 harmed by the same unlawful, deceptive, unfair, systematic and pervasive
23 pattern of misconduct engaged in by the Defendant;
- 24 (d) The representative Plaintiffs have, and will continue to, fairly and
25 adequately represent and protect the interests of the Class and have
26 retained counsel who are competent and experienced in class action
27 litigation. There are no material conflicts between the claims of the
28 representative Plaintiffs and the Class members that would make class

certification inappropriate. Counsel for the Class will vigorously assert the claims of all Class members.

21. The persons who comprise the Class are so numerous that joining all of them is impracticable, and jointly adjudicating their claims will benefit the parties and the Court. Plaintiffs' claims are typical of the claims of the Class that Plaintiffs seek to represent. Plaintiffs will fairly and adequately protect the interests of the Class they seek to represent. Plaintiffs do not have any interests that are antagonistic to the Class they seek to represent. Counsel for Plaintiffs are experienced, qualified and generally able to conduct complex class action litigation.

22. The Court should permit the action to be maintained as a class action under *Code of Civil Procedure* § 382 because:

- (a) The questions of law and fact common to the Class predominate over any question affecting only individual members;
- (b) A class action is superior to any other available method for fairly and efficiently adjudicating the claims of the Class;
- (c) The Class members are so numerous that it is impractical to bring all of them before the Court;
- (d) Plaintiffs and other Class members will not be able to obtain effective and economic legal redress unless the action is maintained as a class action;
- (e) There is a community of interest in obtaining appropriate legal and equitable relief for the statutory violations, and in obtaining adequate compensation for the damages and injuries for which Defendant is responsible in an amount sufficient to adequately compensate the Class members;
- (f) Without Class certification, the prosecution of separate actions by individual Class members would create a risk of:

1 i. Inconsistent or varying adjudications for individual Class members
2 that would establish incompatible standards of conduct for
3 Defendant; and/or,

4 ii. Adjudication for individual Class members that would, as a
5 practical matter, dispose of other non-party members' interests, or
6 that would substantially impair or impede the non-parties' ability
7 to protect their interests, by, for example, potentially exhausting
8 the funds available from Defendant, and

9 (g) Defendant has acted or refused to act on grounds generally applicable to
10 the Classes, making final injunctive relief appropriate for the Class, as a
11 whole.

12 23. Plaintiffs contemplate eventually issuing notice to the proposed Class Members
13 that would set forth the subject and nature of the action. The Defendant's own business records
14 may be utilized for assisting to prepare and issue the contemplated notice. To the extent that
15 any further notices may be required, Plaintiffs would contemplate using additional media
16 and/or mailing.

17 **GENERAL ALLEGATIONS**

18 24. At all times material hereto, Defendant has been and is, a hospitality company
19 operating hotels in California.

20 25. Plaintiffs and members of the Class were employed as Guest Services
21 Representatives at Defendant's hotels in California at various times during the Class Period.

22 **THE CONDUCT**

23 26. Plaintiffs seek relief from Defendant's uniform policies and practices of denying
24 Plaintiffs and members of the Class wages and compensation owed under California law.

25 27. Starting on or about November 22, 2021 and continuing to July 17, 2022,
26 Defendant employed Plaintiff Gregory Edgar Spencer on an hourly basis as a Guest Services
27 Representative at Motel 6 in Stanton, California. Starting in or about June 2022 and continuing
28

1 through July 2, 2022, Defendant employed Plaintiff Jennifer Lynn Woodruff on an hourly basis
2 as a Guest Services Representative.

3 28. While employed by Defendant as a Guest Services Representative, Plaintiff
4 Gregory Edgar Spencer was paid \$15.00 per hour. Similarly, while employed by Defendant as
5 a Guest Services Representative, Plaintiff Jennifer Lynn Woodruff was paid \$15.00 per hour.

6 29. The employment by Defendant of the Class Members, and each them, is
7 governed by Industrial Welfare Commission Wage Order 5, which covers those persons
8 employed in the public housekeeping industry.

9 30. Under California law, non-exempt employees as defined by Wage Order 5, are
10 entitled to premium wages for overtime/double time worked, minimum wages, a 30-minute
11 lunch period for each 10 hours worked, a 10-minute paid rest break for every four hours
12 worked, or major fraction thereof. Non-exempt employees are also entitled to one hour pay at
13 their regular pay rate for each day the requisite rest and/or meal periods are not provided.

14 31. Here, at all times during the relevant time period, Plaintiffs and the Class
15 routinely worked schedules such that they were due pay at overtime/double time rates. During
16 this period, it was the practice and policy of Defendant to not pay employees at appropriate
17 overtime/double time rates. Monies for unpaid overtime/double time remain due and owing.

18 32. Plaintiffs and Class members were routinely not paid minimum wages.

19 33. Plaintiffs and the Class members were routinely not afforded any meal/rest
20 breaks. Further, Plaintiffs and Class members' meal breaks were always provided late and/or
21 were interrupted. Plaintiffs and Class members were only provided with 1 rest break when they
22 worked shifts of 8 hours or longer.

23 34. Plaintiffs and Class members regularly performed work off-the-clock prior to
24 their shifts and after their shifts.

25 35. As a result of Defendant's failure to pay employees at required overtime/double
26 time rates and minimum wages, the wage statements issued to the employees did not comply
27 with *Labor Code* §226 and California Industrial Welfare Commission ("IWC") Wage Order 5
28 in that they did not accurately reflect all wages earned and due and owing.

36. As a further result of Defendant's failure to pay employees at required overtime/double time rates and minimum wages, when the employees left their employ, they were not timely paid all wages due them, as required by *Labor Code* §§ 201, 202 and Wage Order 5. Further, it was the practice of Defendant to not pay employees the final paychecks within the time periods mandated by *Labor Code* §§201, 202 and Wage Order 5.

37. Defendant failed to reimburse Plaintiffs and Class members for uniform maintenance.

38. Defendant failed to allow Plaintiffs and Class members to inspect their personnel records.

FIRST CAUSE OF ACTION

FAILURE TO PAY OVERTIME/DOUBLE TIME

(Labor Code §§510, 558, 1194.3 and Wage Order 5 By Plaintiffs Against Defendant and Does 1-100)

39. Plaintiffs and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

40. During Plaintiffs' entire employment with Defendant, pursuant to Cal. Lab. Code §§510, 1194, and 1198, and IWC Wage Order No. 5, Defendant was required to compensate Plaintiffs with premium pay for all overtime/double time work performed, for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8) hours on the seventh (7th) consecutive day of any work week.

41. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee who had not been paid overtime/double time compensation could recover the unpaid balance of the full amount of overtime/double time wages due, including interest thereon, together with reasonable attorneys' fees and costs of suit.

42. Pursuant to IWC Wage Order No 5-2001, § 3, “Employment beyond eight (8) hours in any workday is permissible provided the employee is compensated for such overtime at not less than: (a) One and one-half (1 1/2) times the employee’s regular rate of pay for all

1 hours worked in excess of eight (8) hours up to and including twelve (12) hours in any
2 workday...”

3 43. California Labor Code section 558 provides in pertinent part:

4 (a) Any employer or other person acting on behalf of an employer who
5 violates, or causes to be violated, a section of this chapter or any
6 provision regulating hours and days of work in any order of the
7 Industrial Welfare Commission shall be subject to a civil penalty as
8 follows:

8 (1) For any initial violation, fifty dollars (\$50) for each underpaid
9 employee for each pay period for which the employee was underpaid in
10 addition to an amount sufficient to recover underpaid wages.

10 (2) For each subsequent violation, one hundred dollars (\$100) for each
11 underpaid employee for each pay period for which the employee was
12 underpaid in addition to an amount sufficient to recover underpaid
13 wages.

13 (3) Wages recovered pursuant to this section shall be paid to the affected
14 employee...

15 (c) The civil penalties provided for in this section are in addition to any
16 other civil or criminal penalty provided by law.

17 44. Plaintiffs and the Class engaged in off-the clock activities. Plaintiffs and Class
18 members arrived to their shifts 10 to 15 minutes before the shift start. Plaintiffs and Class
19 members helped guests prior to clocking-in for their shifts. Further, Plaintiffs and Class
20 members performed work off-the-clock, such as helping guests, after clocking out.

21 45. Throughout Plaintiffs’ employment, Plaintiffs worked overtime/double time
22 hours on a daily basis and were not paid overtime/double time pay on a regular basis. When
23 Defendant should have paid Plaintiffs overtime/double time Plaintiffs received a “bonus”
24 during the same pay period, but was not paid at the proper overtime/double time rate.

25 46. Throughout Plaintiffs’ employment, Defendant failed and refused to pay and
26 properly calculate overtime/double time compensation to Plaintiffs and Class Members as
27 required by law.
28

47. The foregoing overtime/double time compensation is owed and unpaid. As a direct and proximate result of Defendant's failure and refusal to pay overtime/double time, Plaintiffs and Class Members suffered damages in an amount to be proven at trial.

48. Pursuant to Cal. Lab. Code §1194(a), Plaintiffs, who retained the services of legal counsel in order to enforce Plaintiffs' rights to overtime pay, are entitled to recover Plaintiffs' attorneys' fees, costs and interest.

SECOND CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES DUE TO ROUNDING

**(IWC Wage Order No. 5; Labor Code §§ 1194, 1194.2, 1997, 1197.1, 1198 By Plaintiffs
Against Defendant and Does 1 through 100)**

49. Plaintiffs and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

50. Labor Code §§ 1194(a) states: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.”

51. *Labor Code* § 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. Similarly, *Labor Code* § 1194 entitles “any employee receiving less than the legal minimum wage...entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage.” IWC Wage Order 5-2001 also obligates employers to pay each employee minimum wages for all hours worked. These minimum wage standards apply to each hour employees worked for which they were not paid. Therefore, an employer’s failure to pay for any particular hour of time worked by an employee is unlawful, even if averaging an employee’s total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.*, 135 Cal. App. 4th 314, 324 (2005).

1 52. Pursuant to Wage Order 5, Defendant is required to pay the members of the
2 Class for all hours worked, meaning the time during which an employee is subject to the
3 control of an employer, including all the time the employee is suffered or permitted to work,
4 whether or not required to do so.

5 53. Furthermore, pursuant to *Labor Code* § 1198, “[t]he maximum hours of work
6 and the standard conditions of labor fixed by the commission shall be the maximum hours of
7 work and the standard conditions of labor for employees. The employment of any employee for
8 longer hours than those fixed by the order or under conditions of labor prohibited by the order
9 is unlawful.”

10 54. Plaintiffs and the Class engaged in off-the clock activities. Plaintiffs and Class
11 members arrived to their shifts 10 to 15 minutes before the shift start. Plaintiffs and Class
12 members helped guests prior to clocking-in for their shifts. Further, Plaintiffs and Class
13 members performed work off-the-clock, such as helping guests, after clocking out.

14 55. Defendant’s pattern, practice and uniform administration of corporate policy
15 regarding illegal employee compensation as described herein is unlawful and creates an
16 entitlement, pursuant to Labor Code § 218, to recovery by Plaintiffs and the members of the
17 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at
18 the appropriate rate.

19 56. *Labor Code* § 1194.2 allows an employee to recover liquidated damages in an
20 amount equal to the wages unlawfully unpaid and interest thereon for any action under *Labor*
21 *Code* § 1194. Where an employee, such as Plaintiffs and the other Class members, are not paid
22 for all hours worked under *Labor Code* § 1194, the employee may recover minimum wages for
23 the time associated with the overtime for which they received no compensation. *See Sillah v.*
24 *Command Int’l Sec. Servs.*, 154 F. Supp. 3d 891 (N.D. Cal. 2015) (holding that employees
25 suing for failure to pay overtime could recover liquidated damages under § 1194.2 if they also
26 showed they were paid less than minimum wage); *accord Andrade v. Arby’s Rest. Grp., Inc.*,
27 225 F. Supp. 3d 1115, 1132-33 (N.D. Cal. 2016).

57. Plaintiffs and the other Class Members suffered and continue to suffer losses related to the use and enjoyment of compensation due and owing to them as a direct result of Defendants' unlawful acts and Labor Code violations in an amount to be shown according to proof at trial and within the jurisdictional limitations of this Court.

58. Therefore, pursuant to Labor Code §§200, 218.5, 558 and 1194, Plaintiffs and the Class are entitled to recover the unpaid balances of the minimum wages Defendants owe them, plus interest, penalties, attorneys' fees, expenses and costs of suit, in amounts according to proof.

THIRD CAUSE OF ACTION

FOR FAILURE TO PROVIDE TIMELY OFF-DUTY MEAL PERIODS

(IWC Wage Order No. 5; Labor Code §§ 226.7, 512 By Plaintiffs Against Defendant and Does 1 through 100)

59. Plaintiffs and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

60. California Labor Code §226.7(a) prohibits an employer from requiring an employee to work during any meal period mandated by an applicable Industrial Wage Order. Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an employee to work during a meal or rest break or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission..."

61. California Labor Code §1198 makes unlawful the employment of an employee under conditions the IWC prohibits.

62. IWC Order No. 5-2001(11)(A) provides, in relevant part: "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30-minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee."

1 63. IWC Order No. 5-2001 (11)(c) further provides, in relevant part: "Unless the
2 employee is relieved of all duty during a 30-minute meal period, the meal period shall be
3 considered an 'on duty' meal period and counted as time worked."

4 64. Section 512(a) of the California Labor Code provides, in relevant part, that:

5 An employer may not employ an employee for a work period of more than five
6 hours per day without providing the employee with a meal period of not less
7 than 30-minutes, except that if the total work period per day of the employee is
8 no more than six hours, the meal period may be waived by mutual consent of
9 both the employer and employee. An employer may not employ an employee
10 for a work period of more than 10 hours per day without providing the
11 employee with a second meal period of not less than 30-minutes, except that if
the total hours worked is no more than 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.

12 65. The Labor Code and Wage Order provisions cited above require California
13 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
14 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
15 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and
16 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before
17 the fifth hour of their shifts.

18 66. As alleged herein, Defendant failed to relieve employees of duties for timely
19 meal breaks throughout the Class Period, Plaintiffs and the members of the Class were
20 routinely required to work through their meal period at the fifth and sixth hour of their shifts at
21 the direction of Defendant and/or with their endorsement, encouragement, knowledge and
22 acquiescence. Moreover, Defendant failed to inform employees of their rights to off-duty
23 thirty-minute meal periods before the fifth or even sixth hour of their shifts and instead
24 discouraged the taking of timely meal periods.

25 67. Plaintiffs and Class members were only afforded 1-2 meal breaks every other
26 week. When afforded, meal breaks were always provided late or were frequently interrupted.
27 Further, on days when Plaintiffs and Class members worked in excess of 10-12 hours, they
28 were not afforded a second meal break.

1 68. Under California law, employers must also record their employees' meal
2 periods: "Every employer shall keep accurate information with respect to each employee,
3 including the following: ... Meal periods ... shall also be recorded. Meal periods during which
4 operations cease ... need not be recorded." IWC Order No. 5, § (7)(A)(3). Where the employer
5 has failed to keep records required by statute, the consequences of such failure should fall on
6 the employer, not the employee. In such a situation, imprecise evidence by the employee can
7 provide a sufficient basis for liability." *Hernandez v. Mendoza*, 199 Cal. App. 3d 721, 727
8 (1988). Inasmuch as Defendant had an obligation under the record-keeping requirements of the
9 Wage Order to track meal periods unless "all work ceases", Defendant knew or should have
10 known its employees were regularly missing meal periods during the Class Period.

11 69. Defendant has a policy or practice of failing to ensure that all Plaintiffs and
12 members of the class take the meal periods required by California Labor Code §226.7 and IWC
13 Wage Order No. 5-2001 §11.

14 70. By their actions in not affording Plaintiffs and Class Members first meal periods
15 and/or not affording them a second meal periods on days when Plaintiffs and Class Members
16 worked in excess of 10 hours, Defendant violated Cal. Lab. Code §226.7(b) and section 11 of
17 the Wage Order in the amount of one additional hour of pay at the employee's regular rate of
18 compensation for each work period during each day in which Defendant failed to provide
19 employees with statutory timely off-duty meal periods.

20 71. Defendant also has a policy or practice of failing to pay each of their employees
21 who was not provided with a meal period as required an additional one hour of compensation at
22 each employee's regular rate of pay.

23 72. Cal. Labor Code § 218 authorizes Plaintiffs and the members of the Class to
24 bring a private right of action to recover wages due based on the deprivation of timely meal
25 periods under Cal. Labor Code § 226.7(b).

26 73. As a direct and proximate result of Defendant's unlawful conduct as alleged
27 herein, Plaintiffs and members of the Class have sustained economic damages, including but
28 not limited to unpaid wages and lost interest, in an amount to be established at trial, and are

1 entitled to recover economic and statutory damages, attorneys' fees and penalties and other
2 appropriate relief due to Defendant's violations of the California Labor Code and the applicable
3 IWC Wage Orders.

4 **FOURTH CAUSE OF ACTION**
5 **FOR FAILURE TO PROVIDE REST PERIODS**

6 **(Labor Code § 226.7 and IWC Wage Order No. 5 By Plaintiffs Against Defendant and**
7 **Does 1 through 100)**

8 74. Plaintiffs and the Class reallege and incorporate by reference all of the
9 allegations set forth in this First Amended Complaint.

10 75. Labor Code § 226.7 and the applicable Wage Order provide that employers shall
11 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
12 per four hours of work, or major fraction thereof.

13 76. Labor Code § 226.7 and the applicable Wage Order provide that if an employer
14 fails to provide an employee with rest periods in accordance with those provisions, the
15 employer shall pay the employee one hour of pay at the employee's regular rate of
16 compensation for each workday that the rest periods were not so provided.

17 77. Defendant has intentionally and improperly denied rest periods to Plaintiffs and
18 the Class in violation of Labor Code § 226.7 and the applicable Wage Order.

19 78. At all times relevant hereto, Plaintiffs and members of the Class have worked 8
20 or more hours daily.

21 79. At all times relevant hereto, Defendant failed to provide rest periods as required
22 by Labor Code § 226.7 and the applicable Wage Order. Plaintiffs and Class members were only
23 provided 1 rest break when they worked over 8 hours. At least 2 days per week, Plaintiffs and
24 Class members were not afforded any rest breaks. On days when Plaintiffs and Class members
25 worked 10-12 hours, they were not afforded second and third rest breaks.

26 80. By virtue of Defendant's unlawful failure to provide rest periods to the Plaintiffs
27 and the Class, Plaintiffs and the Class have suffered, and will continue to suffer, damages in
28

1 amounts which are presently unknown to Plaintiffs and the Class, but which exceed the
2 jurisdictional limits of the Court and which will be ascertained according to proof at trial.

3 **FIFTH CAUSE OF ACTION**

4 **FOR FAILURE TO MAINTAIN RECORDS AND PROVIDE ACCURATE WAGE**

5 **ITEMIZED STATEMENTS**

6 **(Labor Code §226 By Plaintiffs Against Defendant and Does 1 through 100)**

7 81. Plaintiffs and the Class reallege and incorporate by reference all of the
8 allegations set forth in this First Amended Complaint.

9 82. Pursuant to the applicable IWC Wage Orders, Defendant was the employer of
10 Plaintiffs and the Class.

11 83. Pursuant to California Labor Code sections 226 and 1174, and Wage Order 5-
12 2001 section 7, Defendant is required to maintain and provide accurate records relating to
13 employee compensation including all formulas and production records used to calculate wages
14 due.

15 84. Defendant is further required to provide, *inter alia*, semimonthly or at the time
16 of each payment of wages, an accurate itemized statement showing: (1) gross wages earned; (2)
17 all deductions from wages; (3) net wages earned; (4) the inclusive dates of the period for which
18 the employee is being paid; (5) the name of the employee; and (6) the name and address of the
19 legal entity that is the employee's actual employer. Cal. Labor Code §226(a).

20 85. Section 226(e) provides that an employee is entitled to recover \$50 for the
21 initial pay period in which a violation of Section 226 occurs and \$100 for each subsequent pay
22 period, not to exceed \$4,000, plus an award of costs and reasonable attorneys' fees, for all pay
23 periods in which the employer knowingly and intentionally failed to provide accurate itemized
24 statements to the employee causing the employee to suffer injury.

25 86. Notwithstanding these provisions. Defendant has engaged in a uniform practice
26 of refusing to maintain and provide the accurate records and wage statements required by
27 California law.

1 87. Throughout the Class Period, Defendant intentionally and knowingly provided
2 Plaintiffs and other members of the Class with weekly itemized wage statements containing
3 inaccurate information regarding the wages earned by Plaintiffs and members of the Class in
4 that the payments owed to Plaintiffs and the members of the Class for overtime/double time
5 compensation, minimum wages, untimely or missed meal and rest periods, were not included in
6 gross wages earned by Plaintiffs and members of the Class. Further, Defendant failed to furnish
7 Plaintiffs and the Class, upon payment of wages, itemized statements accurately showing the
8 number of hours worked and the rates paid. Further, on the limited occasions when Defendant
9 paid Plaintiffs and Class members overtime/double time, it did not pay overtime double time at
10 the proper rate, and paid “bonuses”. Thus, Defendant failed to properly include
11 overtime/double time pay in Plaintiffs and Class members’ wage statements.

12 88. As a result, Plaintiffs and members of the Class have been injured by having
13 been deprived of the true facts pertaining to their compensation and employment.

14 89. Plaintiffs and members of the Class were damaged by these failures because,
15 among other things, the failures led them to believe that they were not entitled to overtime/
16 double time compensation, minimum wages, pay for meal and rest periods not provided, even
17 though they were so entitled and these failures hindered them from determining the amounts of
18 wages owed to them.

19 90. Plaintiffs and members of the Class are entitled to the amounts provided in
20 Labor Code §226(e), plus attorneys' fees and costs.

21 91. As result, Plaintiffs seeks recovery of the penalties authorized by Labor Code
22 sections 226(e) and 558, and such other penalties and legal and equitable remedies as are
23 provided by law for Defendant’s improper conduct.

24 **SIXTH CAUSE OF ACTION**

25 **FOR FAILURE TO PAY WAGES UPON TERMINATION**

26 **(Labor Code §§201-203 By Plaintiffs Against Defendant and Does 1 through 100)**

27 92. Plaintiffs and the Class reallege and incorporate by reference all of the
28 allegations set forth in this First Amended Complaint.

1 93. Labor Code § 201(a) provides that a discharged employee's unpaid wages are
2 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns
3 from employment, unpaid wages are due and payable within 72 hours of resignation.

4 94. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
5 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
6 paid, not to exceed thirty days.

7 95. Plaintiffs and the Class were discharged and/or resigned from Defendant's
8 employ and Defendant willfully failed to pay Plaintiffs and the Class wages due them.
9 Plaintiffs were not paid their last three checks and were told by Defendant that if they cash
10 them Defendant will contact the police.

11 96. Under Labor Code § 203(a), Plaintiffs and the Class are entitled to one days'
12 wages for each day he or she was not timely paid, not to exceed 30 days' wages.

13 **SEVENTH CAUSE OF ACTION**

14 **FAILURE TO PROVIDE UNIFORM AND MAINTENANCE ALLOWANCE**

15 **(Labor Code §2802 By Plaintiffs Against Defendant and Does 1 through 100)**

16 97. Plaintiffs and the Class reallege and incorporate by reference all of the
17 allegations set forth in this First Amended Complaint.

18 98. Under California law, if an employer requires employees to wear a uniform, the
19 employer must pay for and maintain the uniform for the employee. Labor Code §2802.

20 99. In addition to the cost of the uniform, the employer must provide employees
21 with reasonable maintenance of the uniforms. The employer can either maintain the uniform
22 itself, or pay the employee a weekly maintenance allowance.

23 100. An employer may never impose a financial burden on employees, with respect
24 to paying for and maintaining clothing, which would reduce the employees' wage rate below
25 the minimum wage.

26 101. Here, Defendant required Plaintiffs and Class members to wear shirts with the
27 company name thereon. However, Defendant does not maintain the uniforms. Plaintiffs and
28 members of the Class pay for the maintenance and cleaning themselves.

102. Defendant failed to maintain the uniform, nor pay Plaintiffs and members of the Class a weekly maintenance allowance.

103. As a proximate result of the aforementioned violations of Labor Code § 2802, Plaintiffs and members of the Class have been damaged in an amount according to proof at the time of trial.

104. As a proximate result of the aforementioned violations of § 2802, Plaintiffs and members of the Class are entitled to recovery from Defendant for reimbursement of necessary expenditures including interest and attorneys' fees.

EIGHTH CAUSE OF ACTION

FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS

(Labor Code §1198.5 By Plaintiffs against Defendant and Does 1 through 100)

105. Plaintiffs and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

106. California Labor Code Section 1198.5 provides:

- (a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.
- (b) The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request to inspect the records. Upon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records,..... later than 30 calendar days from the date the employer receives the request...
- (k) If an employer fails to permit a current or former employee, or his or her representative, to inspect or copy personnel records within the times specified in this section... the current or former employee may recover a penalty of seven hundred fifty dollars (\$750) from the employer.

(1) A current or former employee may also bring an action for injunctive relief to obtain compliance with this section, and may recover costs and reasonable attorney's fees in such an action.

107. Additionally, pursuant to Wage Order 5, at section 7 re: Records, employers are required to keep accurate payroll records on each employee, and such records must be made readily available for inspection by the employee upon reasonable request. The employer must also maintain accurate production records.

108. Plaintiffs, through former counsel, issued a written request to Defendant for copies of their personnel records.

109. Under California Labor Code Sections 226, 432 and 1198.5, such records were to include all records relating to Plaintiffs' hours worked, wage statements and compensation. Plaintiffs' counsel and Defendant did not enter into an agreement to enlarge the time for Defendant's compliance, and Defendant has failed and refused to permit Plaintiffs to copy their records.

110. As a direct result and consequence of Defendant's failure and refusal to permit Plaintiffs full access to their records, Plaintiffs seek injunctive relief in the form of an order or decree mandating Defendant's compliance. Plaintiffs have suffered and will suffer harm as a result of Defendant's ongoing refusal to comply. Plaintiffs also seek recovery of the statutory penalty of \$750 based upon Defendant's violation of §1198.

NINTH CAUSE OF ACTION

UNFAIR COMPETITION

(Business & Professions Code §§ 17200 *et seq.* By Plaintiffs Against Defendant and Does 1 through 100)

111. Plaintiffs and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

112. Pursuant to applicable IWC Wage Orders, Defendant was the employer of Plaintiffs and the Class. Defendant is also a "person" as that term is defined in Business & Professions Code §17021.

1 113. The Business & Professions Code defines unfair competition as any unlawful,
2 unfair, or fraudulent business practice. At all times relevant herein, by and through the conduct
3 described herein, Defendant has engaged in unfair and unlawful practices by failing to (1) pay
4 Plaintiffs and the Class overtime/double time compensation; (2) pay minimum wages due to
5 rounding; (3) pay Plaintiffs and the Class meal periods not provided, (4) pay Plaintiffs and the
6 Class rest periods not provided, (5) furnish Plaintiffs and the Class with accurate itemized wage
7 statements, as mandated by the applicable Labor Code and Industrial Welfare Commission
8 requirements, (6) pay Plaintiffs and the Class wages due when leaving their employ, (7)
9 provide for uniform maintenance, and (8) allow inspection of employment records, all in
10 violation of Business & Professions Code §§ 17200 *et seq.*

11 114. By and through the unfair and unlawful business practices described herein,
12 Defendant has obtained valuable property, money and services from the Plaintiffs and the Class
13 and have deprived them of valuable rights and benefits guaranteed by law all to the detriment
14 of Plaintiffs and the Class.

15 115. All the acts described herein are violations of, among other things, the Labor
16 Code and applicable Industrial Commission Wage Orders, are unlawful and in violation of
17 public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and
18 thereby constitute unfair and unlawful business practices in violation of Business & Professions
19 Code §§ 17200 *et seq.*

20 116. Plaintiffs and the Class are entitled to, and do, seek such relief as may be
21 necessary to restore to them the money and property which Defendant has acquired, or of
22 which Plaintiffs and the Class have been deprived by means of the above-described unfair and
23 unlawful business practices.

24 117. Plaintiffs and the Class are further entitled to, and do, seek a declaration that the
25 above-described business practices are unfair and unlawful and that injunctive relief should be
26 issued restraining Defendant from engaging in any of the above described unfair and unlawful
27 business practices in the future.

118. Plaintiffs and the Class have no plain, speedy, and/or adequate remedy at law to redress the injuries which they have suffered as a consequence of the unfair and unlawful business practices of Defendant. As a result of the unfair and unlawful business practices described above, Plaintiffs and the Class have suffered and will continue to suffer irreparable harm unless Defendants are restrained from continuing to engage in these unfair and unlawful business practices. In addition, Defendant should be required to disgorge the unpaid moneys to Plaintiffs and the Class.

TENTH CAUSE OF ACTION

DAMAGES PURSUANT TO PRIVATE ATTORNEY GENERAL ACT

(Cal. Lab. Code §§ 2699 Against Defendant and Does 1 through 100)

119. Plaintiffs and the Class reallege and incorporate by reference all of the allegations set forth in this First Amended Complaint.

120. Plaintiffs brings this action on their own behalf and on behalf of all current and former employees of Defendant who were employed in California for the previous four years seeking to recover unpaid wages, including but not limited to overtime, minimum wages, meal/rest periods violations as set forth in this pleading.

121. On March 13, 2023, Plaintiffs, pursuant to California Labor Code §§2699, et seq., by and through his attorneys, uploaded a Private Attorney General Act (“PAGA”) claim to the State of California Labor and Workforce Development Agency (“LWDA”) and sent a letter via Certified Mail Return Receipt Requested to the Defendant.

122. More than 65 days have passed since the above letter, and Plaintiffs' counsel has not received any notice from the LWDA stating an intention to prosecute Plaintiff's PAGA claims.

123. Plaintiffs have, therefore complied with the administrative exhaustion requirements of PAGA.

124. Plaintiffs seek Labor Code penalties, attorneys' fees, and costs, in an amount according to proof at trial, as provided by the Labor Code Private Attorney General Act.

1 WHEREFORE, Plaintiffs respectfully pray that this Court enter judgment in their favor
2 and against Defendant as follows:

3 1. For compensatory damages in the amount of unpaid overtime/double time due to
4 Plaintiffs and Class Members, according to proof;

5 2. For compensatory damages in the amount minimum wages due to Plaintiffs and
6 Class Members, according to proof;

7 3. For one (1) hour of pay at the regular rate of compensation for Plaintiffs and
8 Class Members for each workday that a meal and/or rest period was not provided;

9 4. For compensatory damages for failure to indemnify for uniform maintenance;

10 5. For an award of consequential damages in Plaintiffs and Class Members' favor
11 and against Defendant, in an amount to be proven at trial;

12 6. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;

13 7. For payment to Plaintiffs and Class Members of waiting time penalties pursuant
14 to *Cal. Lab. Code* §203, in an amount equal to his respective daily rates of pay at the time of
15 termination or layoff, multiplied by the total amount of days elapsed between the date of the
16 involuntary termination, and/or 72 hours after notice of the voluntary termination, up to a
17 maximum of 30 days' pay, according to proof;

18 8. For specific relief enforcing waiting time penalties of 30 days of per diem wages
19 pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;

20 9. For prejudgment interest accrued on all due and unpaid overtime/double time
21 and minimum wages from the date that wages were due and payable, pursuant to *Cal. Lab.*
22 *Code* §§218.6 and 1194(a), according to proof;

23 10. For statutory penalties pursuant to *Cal. Lab. Code* §§ 558, 226.7, according to
24 proof;

25 11. For reasonable costs, including attorneys' fees, in an amount according to proof
26 pursuant to *Cal. Labor Code* §2699(g);

1 12. For reasonable costs, including attorneys' fees, in an amount according to proof
2 pursuant to, *inter alia*, Cal. Labor Code §§1194, 1198.5(1), 218.5, 2802 and/or Cal. Code of
3 Civ. Proc. §1021.5;

4 13. For an award of restitution of wages to Plaintiffs and Class Members in an
5 amount equal to the amount of wages owed and unpaid, according to proof;

6 14. For injunctive relief requiring Defendant to comply with Labor Code
7 1198.5(b)(1);

8 15. For injunctive relief ordering the continuing unfair business acts and practices to
9 cease, as the Court deems just and proper;

10 16. For other injunctive relief ordering Defendants to notify Plaintiffs and Class
11 Members that they have not been paid the proper amounts in accordance with California law;

12 17. For punitive and exemplary damages in a sum to be determined at trial; and

13 18. For such other and further relief as the Court deems just and proper.

14
15 **DEMAND FOR JURY TRIAL**

16 Plaintiffs Gregory Edgar Spencer and Jennifer Lynn Woodruff hereby respectfully
17 request a trial by jury for all claims and issues raised in his Complaint that may be entitled to a
18 jury trial.

19 LIPELES LAW GROUP, APC

20 Date: April 12, 2024

21 By: /s/ Sammy R. Scherr
22 Sammy R. Scherr, Esq.
23 Attorneys for Plaintiffs
24 Gregory Edgar Spencer and
25 Jennifer Lynn Woodruff
26
27
28

PROOF OF SERVICE

I am employed in the County of Orange, State of California. I am over the age of 18, and not a party to the within action. My business address is Lipeles Law Group APC, 880 Apollo Street, Suite 336, El Segundo, CA 90245. On the date below, I served the foregoing document(s) described as:

PLAINTIFF'S FIRST AMENDED COMPLAINT

By sending a true copy thereof to the address listed below:

SEE ATTACHED SERVICE LIST

- ☐ **By Messenger Service.** I served the documents by providing them to a professional messenger service for personal service.
- ☐ **By Overnight Delivery.** I deposited a sealed envelope containing a true and correct copy of the documents listed above for overnight delivery and with the postage fully prepaid.
- ☒ **By E-Mail or Electronic Transmission.** I caused the documents to be sent to the persons at the email address listed above in a PDF file, and the transmission appeared to be successful.
- ☐ **By United States Mail.** I deposited a sealed envelope containing a true and correct copy of the documents listed above with the United States Postal Service with the postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at El Segundo, California.
- ☐ **By Fax Transmission.** I faxed the documents to the persons at the fax number listed above, and the transmission appeared to be successful.

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

Executed on April 12, 2024 at El Segundo, California.

/s/ Loryt Salcedo
Loryt Salcedo

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