

For Second Amended
Complaint

SUMMONS
(CITACION JUDICIAL)

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

ESCALANTE-SONOMA, LLC, a California Limited Liability Company, and DOES 1 through 10, inclusive.

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

JEROME LOVE, on behalf of the general public and other "aggrieved employees"

ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
1/23/2024 1:32 PM
By: Griselda Zavala, Deputy Clerk

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): **Hall of Justice**
600 Administration Drive
Santa Rosa, CA 95403

CASE NUMBER:
(Número del Caso):

SCV-273231

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Roman Otkupman, Nidah Farishta: 5743 Corsa Ave., Suite 123, Westlake Village, CA 91362; (818)293-5623

DATE: 1/23/2024 1:32 PM
(Fecha)

Robert Oliver

Clerk, by
(Secretario)

Griselda Zavala

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)

☐ other (specify):

4. ☐ by personal delivery on (date):

Roman Otkupman, CSBN 249423
Roman@OLFLA.com
Nidah Farishta, CSBN 312360
Nidah@OLFLA.com
OTKUPMAN LAW FIRM, A LAW CORPORATION
5743 Corsa Ave., Suite 123
Westlake Village, CA 91362
Telephone: (818) 293-5623
Facsimile: (888) 850-1310

Attorney for Plaintiff,
Jerome Love, on behalf of himself and all others similarly situated, and on behalf of the general public

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

JEROME LOVE, on behalf himself and all others similarly situated, and on behalf of the general public,

Plaintiff,

vs.

ESCALANTE-SONOMA, LLC, a California Limited Liability Company, and DOES 1 through 10, inclusive.

Defendants.

CASE NO. SCV-273231

**SECOND AMENDED
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- PENALTIES PURSUANT TO
LABOR CODE SECTION 2699(f)
FOR VIOLATIONS OF LABOR
CODE §§ 226.7, 512, 558, 510, 1194,
1194.2, 226(a),(e) 1174(d), 201-203,
204(a)(b), 2802, 210, 218, 222, 6400,
6401, 6403, 6404, 6407, 8 CCR 3202,
17200**

DEMAND FOR JURY TRIAL

Plaintiff JEROME LOVE ("Plaintiff"), on behalf of himself and all others similarly situated, and on behalf of the general public:

I. INTRODUCTION

1. This is a Representation Action, pursuant to Labor Code § 2698, 2699 et seq., on behalf of Plaintiff and certain individuals who are employed by, or were formerly employed by Escalante-Sonoma, LLC, and any subsidiaries or affiliated companies (hereinafter collectively referred to as "Defendants") within California.

2. Plaintiff and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California employees were forced to continue working through their meal and rest breaks in order to assist

1 Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to
2 take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one
3 hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees
4 who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558,
and IWC Order No. 5-2001, Section 12.

5 3. Plaintiff and Defendants' California employees were required to work off the clock
6 for Defendant. Plaintiff and Defendant's California employees were obligated to attend orientation.
7 It took Plaintiff on the average of 45 minutes to an hour to complete these tasks. Defendants did not
8 compensate Plaintiff and Defendants' California employees if these tasks were completed outside
9 his regular work hours. These excess hours were not recorded on our client's and Defendants'
10 California employees' wage statements. Plaintiff and Defendant's California employees should have
11 been compensated for that time, but she was not in violation of Labor Code Sections 510, 1194, and
12 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for all hours
13 worked including all straight time wages, and overtime wages. These failures to pay wages
constitute violations of Labor Code § 510 and 1194.

14 4. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-
15 exempt employees. As a result, employees are not properly compensated for work performance in
16 excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a
17 workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of
18 Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per
19 week and do not receive overtime compensation at a rate of one and one half of their regular rate.
20 Plaintiff and Defendant's California employees were forced to work overtime and were not paid for
all hours worked including all straight time wages, and overtime wages. These failures to pay all
overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

21 5. Defendants have required Plaintiff and Defendant's California employees to work
22 hours in excess of eight hours in a day and forty in a week but had not paid these employees
23 overtime compensation as required by their collective bargaining agreement in violation of Labor
24 Code § 222.

25 6. Defendants failed to issue Plaintiff and Defendant's California employees accurately
26 itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California
27 employees with all wages due, as detailed above, their wage statements failed to accurately state all
28

1 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of
2 Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all
3 applicable hourly rates during the pay period and the corresponding number of hours worked, in
4 violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages
5 due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and
6 Defendants' California employees.

7 7. Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's
8 California employees timely, accurate, itemized wage statements in accordance with Labor Code §
9 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
10 Defendant's California employees, and the records maintained by Defendants, have not accurately
11 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
12 premiums, and total hour worked.

13 8. Our client further alleges that Defendants paid him and Defendant's California
14 employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As
15 they were not paid all wages due and owing throughout the course of their employment as a result
16 of Defendants' failure to pay all premium wages as detailed above, at the time of their separation,
17 they were not paid all final wages due and owing for the entirety of their employment. This violates
18 Labor Code §§ 201-203.

19 9. Defendant pays Plaintiff and it's California employees on a bi-weekly basis and has
20 failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must
21 be paid no later than seven calendar days following the close of the payroll period. Due to the
22 violations described above, Plaintiff and Defendant's California employees did not receive all of
23 their wages earned in a timely manner as required by Labor Code § 204(a)(b).

24 10. Defendant failed to reimburse Plaintiff and Defendant's California employees for the
25 equipment they purchased to perform work for Defendant such as face masks. Defendant further
26 failed to reimburse its California employees for using their personal cell phones for the benefit of
27 Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
28 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
the discharge of his or her duties." As such, Plaintiff and Defendant's California employees have
incurred reasonable and necessary expenses in the course of their job duties, which were not
reimbursed by Defendant, in violation of Labor Code § 2802.

1 11. Defendants failed to continue to take precautions to ensure employee safety after the
2 onset of COVID. Under LC §6409.6(a)(1). “COVID-19” means severe acute respiratory syndrome
3 coronavirus 2 (SARS-CoV-2). Plaintiff and Defendant’s California employees, directly after the
4 onset of COVID, were required to partake in mandatory temperature and health checks, but these
5 activities were not enforced or practiced quickly after the onset of COVID and when COVID was
6 still a health risk to the employees. Plaintiff and Defendant’s California employees were also
7 required to provide their own masks at the workplace. As a result of these practices, Defendants have
8 violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe
9 and healthful environment for their Employees, as outlines above. Defendants are liable for civil
10 penalties pursuant to Cal. Labor Code § 2699 *et seq.*

11 12. Defendants failed to pay all wages earned to Plaintiff and Defendant’s California
12 employees as a result of the unlawful employment policies and practices herein. As a result of these
13 practices, Plaintiff and Defendant’s California employees were underpaid for hours worked,
14 including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages
15 owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure
16 to pay wages as required by law.

17 13. Plaintiff and all other aggrieved employees bring this claim pursuant to *Business &*
18 *Professions Code* § 17200, *et seq.* The conduct of all Defendants as alleged above has been and
19 continues to be unfair, unlawful, and harmful to Plaintiff and Defendant’s California employees.

20 14. Plaintiff, on behalf of himself and all other similarly situated, and on behalf of the
21 general public, brings this action pursuant to Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2,
22 226(a)(e), 1174(d), 201-203, 204(a)(b), 2802, 210, 218, 222, 6400, 6401, 6403, 6404, 6407, 8 CCR
23 3202, and 17200.

24 15. Venue as to each Defendant is proper in this judicial district, pursuant to Code
25 of Civil Procedure § 395. Defendants operate within the State of California. The unlawful acts
26 alleged herein took place in Sonoma, California.

27 **II. PARTIES**

28 **A. PLAINTIFF**

16. Plaintiff JEROME LOVE is a resident of Sonoma, California. At all times relevant
herein, he was employed by Defendants in Sonoma County, California. Plaintiff was employed by
Defendants as a non-exempt, hourly employee in California, including in and around the city of

1 Sonoma, County of Sonoma. During Plaintiff's employment:

- 2 A. Plaintiff did not receive final wages at the time of his termination.
- 3 B. Plaintiff was required to work without meal and rest periods, nor compensation in lieu
- 4 thereof, as required by the Labor Code and relevant Wage Orders.
- 5 C. Plaintiff was required to work either in excess of eight hours per workday or in excess of
- 6 forty hours per workweek without receiving compensation at a rate of one and one half
- 7 the regular rate of pay.
- 8 D. Plaintiff was forced to receive inaccurately itemized and deficient wage statements, in
- 9 violation of Labor Code § 226(a).
- 10 E. Plaintiff did not receive his compensation in accordance with Labor Code § 204 in that
- 11 Defendants failed to issues wages to its employees within seven (7) calendar days after
- 12 the pay period ended.
- 13 F. Plaintiff was not paid in a timely manner pertaining to the waiting time penalties in
- 14 accordance with Labor Code §§ 201-203.
- 15 G. Defendant also failed to reimburse Plaintiff and Defendant's California employees for
- 16 reasonable and necessary expenses in the course of their job duties, in violation of Labor
- 17 Code § 2802.

18 **B. DEFENDANTS**

19 17. Defendant Escalante-Sonoma LLC is a California Limited Liability Company doing

20 business in Sonoma, California. It operates within the State of California. Defendant employed

21 Plaintiff and similarly situated employees within California. The violations alleged herein arose in

22 Sonoma, California.

23 18. As used herein, the term "AGGRIEVED EMPLOYEES," and "DEFENDANTS"

24 CALIFORNIA EMPLOYEES," shall mean Defendant Escalante-Sonoma LLC's non-exempt

25 employees.

26 19. The true names and capacities, whether individual, corporate, associate, or otherwise,

27 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who

28 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is

informed and believes, and based thereon alleges, that each of the Defendants designated herein as a

DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will

seek leave of court to amend this Complaint to reflect the true names and capacities of the

1 Defendants designated hereinafter as DOES when such identities become known.

2 20. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
3 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
4 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
5 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
6 employer and/or joint employer of Plaintiff and all other aggrieved employees.

7 **FACTUAL ALLEGATIONS**

8 21. Plaintiff and Defendant's California employees were routinely unable, and not
9 authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-
10 minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California
11 employees were forced to continue working through their meal and rest breaks in order to assist
12 Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to
13 take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one
14 hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees
15 who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558,
16 and IWC Order No. 5-2001, Section 12.

17 22. Plaintiff and Defendants' California employees were required to work off the clock
18 for Defendant. Plaintiff and Defendant's California employees were obligated to attend orientation.
19 It took Plaintiff on the average of 45 minutes to an hour to complete these tasks. Defendants did not
20 compensate Plaintiff and Defendants' California employees if these tasks were completed outside
21 his regular work hours. These excess hours were not recorded on our client's and Defendants'
22 California employees' wage statements. Plaintiff and Defendant's California employees should have
23 been compensated for that time, but she was not in violation of Labor Code Sections 510, 1194, and
24 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for all hours
25 worked including all straight time wages, and overtime wages. These failures to pay wages
26 constitute violations of Labor Code § 510 and 1194.

27 23. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-
28 exempt employees. As a result, employees are not properly compensated for work performance in
excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a
workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of
Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per

1 week and do not receive overtime compensation at a rate of one and one half of their regular rate.
2 Plaintiff and Defendant's California employees were forced to work overtime and were not paid for
3 all hours worked including all straight time wages, and overtime wages. These failures to pay all
4 overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

5 24. Defendants have required Plaintiff and Defendant's California employees to work
6 hours in excess of eight hours in a day and forty in a week but had not paid these employees
7 overtime compensation as required by their collective bargaining agreement in violation of Labor
8 Code § 222.

9 25. Defendants failed to issue Plaintiff and Defendant's California employees accurately
10 itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California
11 employees with all wages due, as detailed above, their wage statements failed to accurately state all
12 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of
13 Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all
14 applicable hourly rates during the pay period and the corresponding number of hours worked, in
15 violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages
16 due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and
17 Defendants' California employees.

18 26. Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's
19 California employees timely, accurate, itemized wage statements in accordance with Labor Code §
20 226 and keep accurate records as required by §1174(d). The statements provided to Plaintiff and
21 Defendant's California employees, and the records maintained by Defendants, have not accurately
22 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
23 premiums, and total hour worked.

24 27. Our client further alleges that Defendants paid him and Defendant's California
25 employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As
26 they were not paid all wages due and owing throughout the course of their employment as a result
27 of Defendants' failure to pay all premium wages as detailed above, at the time of their separation,
28 they were not paid all final wages due and owing for the entirety of their employment. This violates
Labor Code §§ 201-203.

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1 28. Defendant pays Plaintiff and it's California employees on a bi-weekly basis and has
2 failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must
3 be paid no later than seven calendar days following the close of the payroll period. Due to the
4 violations described above, Plaintiff and Defendant's California employees did not receive all of
5 their wages earned in a timely manner as required by Labor Code § 204(a)(b).

6 29. Defendant failed to reimburse Plaintiff and Defendant's California employees for the
7 equipment they purchased to perform work for Defendant such as face masks. Defendant further
8 failed to reimburse its California employees for using their personal cell phones for the benefit of
9 Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
10 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
11 the discharge of his or her duties." As such, Plaintiff and Defendant's California employees have
12 incurred reasonable and necessary expenses in the course of their job duties, which were not
13 reimbursed by Defendant, in violation of Labor Code § 2802.

14 30. Defendants failed to continue to take precautions to ensure employee safety after the
15 onset of COVID. Under LC §6409.6(a)(1). "COVID-19" means severe acute respiratory syndrome
16 coronavirus 2 (SARS-CoV-2). Plaintiff and Defendant's California employees, directly after the
17 onset of COVID, were required to partake in mandatory temperature and health checks, but these
18 activities were not enforced or practiced quickly after the onset of COVID and when COVID was
19 still a health risk to the employees. Plaintiff and Defendant's California employees were also
20 required to provide their own masks at the workplace. As a result of these practices, Defendants have
21 violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe
22 and healthful environment for their Employees, as outlines above. Defendants are liable for civil
23 penalties pursuant to Cal. Labor Code § 2699 *et seq.*

24 31. Defendants failed to pay all wages earned to Plaintiff and Defendant's California
25 employees as a result of the unlawful employment policies and practices herein. As a result of these
26 practices, Plaintiff and Defendant's California employees were underpaid for hours worked,
27 including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages
28 owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure
to pay wages as required by law.

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32. Plaintiff and all other aggrieved employees bring this claim pursuant to *Business & Professions Code* § 17200, et seq. The conduct of all Defendants as alleged above has been and continues to be unfair, unlawful, and harmful to Plaintiff and Defendant's California employees.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR CODE §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 1174(d), 201-203, 204(a)(b), 2802, 210, 218, 222, 6400, 6401, 6403, 6404, 6407, 8 CCR 3202, 17200

33. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

34. As a result of the acts alleged herein, Plaintiff seeks penalties under Labor Code § 2698 *et seq.* because of Defendants' violations of Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 201-203, 204(a)(b), 1174(d), 2802, 210, 218, 222, 6400, 6401, 6403, 6404, 6407, 8 CCR 3202, 17200.

35. For each such violation, Plaintiff and all aggrieved employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

- a. With respect to the violation of Labor Code § 2699(f) for violations of Labor Code §§ 226.7, 512, 558, 510, 1194, 1194.2, 226(a), (e), 1174(d), 201-203, 204(a)(b), 2802, 210, 218, 222, 6400, 6401, 6403, 6404, 6407, 8 CCR 3202, 17200 \$100 for the initial violation per employee per pay period and \$200 for each subsequent violation per employee per pay period.

36. These penalties will be allocated 75% to the Labor Workforce Development Agency, and 25% to the affected employees.

37. On March 2, 2023, Plaintiff sent a letter, by certified mail, return receipt requested, to the LWDA and Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* (**Exhibit "A"**). Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of March 2, 2023. Plaintiff may therefore commence this action to seek penalties pursuant to Labor Code § 2698 *et seq.*

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38. Wherefore, Plaintiff and the aggrieved employees he seeks to represent request relief as described herein.

**ALLEGATIONS AS TO FAILURE TO PROVIDE MEAL AND REST PERIODS OR
COMPENSATION IN LIEU THEREOF (LABOR CODE §§ 226.7, 512, 558)**

39. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

40. Plaintiff and all other aggrieved employees are entitled to one hour of pay for each day that Defendants failed to properly provide one or more meal or rest periods as set forth in the IWC Wage Orders and Labor Code §§ 226.7, 512, and 558.

41. Defendants have failed to provide Plaintiff and all other aggrieved employees one or more meal or rest periods during their employment. Defendants have failed to compensate Plaintiff and all other aggrieved employees at the rate of one hour or pay at his or her regular rate of pay for each day on which one or more meal or rest periods were not provided.

42. Plaintiff and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California employees were forced to continue working through their meal and rest breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

43. Pursuant to Labor Code §§ 226.7 and 512, Plaintiff seeks the payment of all meal and rest period compensations, which he was owed since he commenced working for Defendants, according to proof.

44. Additionally, Plaintiff is entitled to, and seeks, attorney's fees and costs, and prejudgment interest.

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**ALLEGATIONS AS TO FAILURE TO PAY ALL WAGES
IN VIOLATION OF (LABOR CODE §§ 510, 1194, 1194.2)**

45. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

46. Plaintiff and Defendants' California employees were required to work off the clock for Defendant. Plaintiff and Defendant's California employees were obligated to attend orientation. It took Plaintiff on the average of 45 minutes to an hour to complete these tasks. Defendants did not compensate Plaintiff and Defendants' California employees if these tasks were completed outside his regular work hours. These excess hours were not recorded on our client's and Defendants' California employees' wage statements. Plaintiff and Defendant's California employees should have been compensated for that time, but she was not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510 and 1194.

47. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and Defendant's California employees were forced to work overtime and were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

48. As a result of the unlawful acts of Defendants in willfully failing to pay all wages, Plaintiff and Defendant's California employees have been deprived of wages in amounts to be determined at trial, and are entitled to restitution and recovery of such amounts, plus interest thereon, attorneys' fees, and costs pursuant to Labor Code § 1194 and liquidated damages pursuant to Labor Code § 1194.2.

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**ALLEGATIONS AS TO KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH
ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS
(LABOR CODE § 226(a), (e)), 1174(d))**

49. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

50. Section 226(a) of the California Labor Code requires Defendants to provide wage statements to employees. In those wage statements, Defendants must accurately set forth, among other things, the total gross and net wages earned, the total hours worked, and the hourly rates in effect, for its employees. Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a).

51. Defendants failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

52. Defendants knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Plaintiff and Defendant's California employees in accordance with Labor Code § 226 and keep accurate records as required by § 1174(d). The statements provided to Plaintiff and Defendant's California employees and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hour worked.

53. The wage statements provided to Plaintiff and all other aggrieved employees fail to accurately itemize in wage statements total gross and net wages earned, and the total hours worked, and all hourly rates in effect, for its employees. Defendants' violations of Labor Code § 226(a) are knowing and intentional, and Plaintiff has suffered injury as a result of the receipt of defective wage statements, thereby entitling him to penalties pursuant to Labor Code § 226(e).

**ALLEGATIONS AS TO FAILURE TO PAY WAGES DUE AT THE TIME OF
DISCHARGE IN VIOLATION OF LABOR CODE §§ 201-202, RESULTING IN
SECTION 203 WAGES AND PENALTIES (WAITING TIME PENALTIES)**

54. Plaintiff hereby incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

55. At all times material herein, the California Labor Code Sections 201, 202, and 203 were in effect and binding on Defendants.

56. California Labor Code § 202 requires employers to pay employees all wages due within seventy-two (72) hours of resignation. California Labor Code § 201 states in pertinent part that “if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” California Labor Code § 203 provides that if an employer willfully fails to timely pay such wages the employer must, as penalty, continue to pay the subject employee’s wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed 30 days of wages.

57. Plaintiff was entitled to compensation for unpaid wages, but to date has not received such compensation. Specifically, Defendants failed to pay Plaintiff all wages due to Plaintiff at the time of his termination. Thus, since Defendants failed to promptly pay Plaintiff all wages due to Plaintiff at the time of his termination, Defendants violated Section 201 of the Labor Code and Plaintiff is therefore entitled to wages and penalties pursuant to Labor Code Section 203.

58. More than 30 days have passed since Plaintiff’s employment ended with Defendants.

59. As a consequence of Defendants’ willful conduct in not paying wages owed to Plaintiff, Plaintiff is entitled to 30 days of wages as a penalty pursuant to Labor Code § 203 for Defendants’ failure to timely pay legal wages.

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**ALLEGATIONS AS TO FAILURE TO TIMELY PAY EMPLOYEES
IN VIOLATION OF LABOR CODE § 204(a)(b)**

60. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

61. At all times relevant herein, Labor Code § 204 was in full force and effect and binding on Defendants.

62. Wages must be paid according to a regularly set schedule. (Labor Code § 204). All earned wages must be paid at least twice a month, on days designated in advance by the employer. Work performed between the 1st and the 15th days, inclusive, of any calendar month must be paid between the 16th and 26th day of the same month. Work performed between the 16th and the last day of the month must be paid between the 1st and 10th day of the following month. (Labor Code § 204). Weekly or bi-weekly (every two weeks) payroll must be paid within seven (7) days of the end of the pay period in which the wages were earned (Labor Code §§ 204(a), 204(b)).

63. Defendants pay Plaintiff and its California employees on a bi-weekly basis and have failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendants' California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

64. Additionally, Defendant failed to pay Plaintiff and Defendant's California Employees earned wages when they became due, failed to pay wages on a bi-weekly basis, and have failed to comply with Labor Code § 204(a) which provides that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant's California Employees did not receive all of their wages earned when due and in a timely manner as required by Labor Code § 204.

65. Defendants have failed to comply with the above-section because they waited longer than seven days from the close of the pay period to pay its bi-weekly paid employees.

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1 **ALLEGATIONS AS TO FAILURE TO REIMBURSE FOR BUSINESS EXPENSES IN**
2 **VIOLATION OF CALIFORNIA LABOR CODE § 2802**

3 66. Plaintiff hereby incorporates preceding paragraphs of this Complaint as though
4 fully set forth herein.

5 67. Labor Code § 2802 provides that “[a]n employer shall indemnify his or her
6 employee for all necessary expenditures or losses incurred by the employee in direct
7 consequence of the discharge of his or her duties.”

8 68. Defendant failed to reimburse Plaintiff and Defendant’s California employees for the
9 equipment they purchased to perform work for Defendant such as face masks. Defendant further
10 failed to reimburse its California employees for using their personal cell phones for the benefit of
11 Defendant. Labor Code section 2802 provides that “[a]n employer shall indemnify his or her
12 employee for all necessary expenditures or losses incurred by the employee in direct consequence of
13 the discharge of his or her duties.” As such, Plaintiff and Defendant’s California employees have
14 incurred reasonable and necessary expenses in the course of their job duties, which were not
15 reimbursed by Defendant, in violation of Labor Code § 2802.

16 69. As such, Plaintiff and Defendant’s California employees have incurred
17 reasonable and necessary expenses in the course of their job duties, which were not reimbursed
18 by Defendant, in violation of Labor Code § 2802.

19 70. Plaintiff is entitled to reimbursement for these necessary expenditures, plus
20 interest and attorneys’ fees and cost, under Labor Code § 2802.

21 71. Plaintiff also requests relief as described below.

22 **ALLEGATIONS AS TO FAILURE TO PAY FOR ALL HOURS WORKED,**
23 **INCLUDING OVERTIME HOURS WORKED IN VIOLATION OF**
24 **(LABOR CODES §§ 210, 218, 222)**

25 72. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
26 forth herein.

27 73. Section 2(K) or Wage Order 5 defines “hours worked” as “the rime during which an
28 employee is subject to the control of an employer, and including all the time the employee is
suffered or permitted to work, whether or not required to do so.” Labor Code §§ 1194 and 1197
required employers to compensate Plaintiff for all hours worked at least at a minimum wage ad
established by the Wage Order. Defendants did not pay for all hours worked and frequently required

1 Plaintiff to work off the clock. Defendants have been engaged in many unlawful employment
2 practices which resulted in underpayment for hours worked each pay period as more set forth below:

3 74. Failure to Pay All Wages Owed Twice Per Month. Defendants were required to pay
4 Plaintiff all wages earned twice during each calendar month pursuant to Labor Code § 204(a).
5 Defendants failed to pay all wages earned to Plaintiff as a result of the unlawful employment policies
6 and practices herein. As a result of these practices, Plaintiff was underpaid for hours worked,
7 including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages
8 owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure
9 to pay wages as required by law.

10 75. Failure to Pay Overtime Wages. Defendants have required to work hours in excess of
11 eight hours in a day and forty in a week but had not paid Plaintiff overtime compensation as required
12 by their collective bargaining agreement in violation of Labor Code § 222. As a result, Plaintiff has
13 been denied payment for all hours worked as required by Cal. Labor Code § 222, § 1194, § 1198.
14 Defendants are liable for civil penalties pursuant to Labor Code §§ 558.

15 **ALLEGATIONS AS TO FAILURE TO PROVIDE PLACE OF EMPLOYMENT**
16 **THAT IS SAFE AND HEALTHFUL IN VIOLATION OF**
17 **(LABOR CODE §§ 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202)**

18 76. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
19 forth herein.

20 77. Cal. Labor Code § 6400(a) provides that every employer shall furnish employment
21 and a place of employment that is safe and healthful for Plaintiff therein. Cal. Labor Code § 6401
22 provides that “every employer shall furnish and use safety devices and safeguard, and shall adopt
23 and use practices, means, methods, operations, and processes which are reasonably adequate to
24 render such employment and place of employment safe and healthful. Every employer.

25 78. Pursuant to Cal. Labor Code § 6402, no employer shall require, or permit any
26 employee to go or be in any employment or place of employment which is not safe and healthful.
27 Cal. Labor Code § 6403 states that no employer shall fail or neglect to provide and use safety
28 devices and safeguard reasonably adequate to render the employment and place of employment safe,
or adopt and use methods and processes reasonably necessary to protect the life, safety, and health of
Plaintiff and Defendant’s California employees.

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1 79. Cal. Labor Code § 6404 provides that no employer shall occupy or maintain any
2 place pf employment that is not safe and healthful. Cal. Labor Code § 6407 provides that every
3 employer and every employee shall comply with occupational safety and health standards, with
4 Section 25910 of the Health and Safety Code, and with all rules, regulations, and orders pursuant to
5 this division which are applicable to his own actions and conduct. Defendants failed to continue to
6 take precautions to ensure employee safety after the onset of COVID. Under LC §6409.6(a)(1).
7 “COVID-19” means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). Plaintiff,
8 directly after the onset of COVID, were required to partake in mandatory temperature and health
9 checks, but these activities were not enforced or practiced quickly after the onset of COVID and
10 when COVID was still a health risk to Plaintiff and Defendant’s California employees. Plaintiff and
11 Defendant’s California employees was also required to provide their own masks at the workplace.

12 80. As a result of these practices, Defendants have violated Cal. Labor Code §§ 6400,
13 6401, 6402, 6403, 6404, and 6407 for failure to provide a safe and healthful environment for
14 Plaintiff, as outlines above.

15 **ALLEGATIONS AS TO UNFAIR COMPETITION PURSUANT TO**
16 **BUSINESS & PROFESSIONS CODE § 17200**

17 81. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
18 forth herein.

19 82. This is an Action for Unfair Business Practices. Plaintiff Jerome Love brings this
20 claim pursuant to *Business & Professions Code* § 17200, et seq. The conduct of all Defendants as
21 alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff and
22 Defendant’s California employees as a result of Defendant’s failure to comply with the labor code
23 sections as set out above including but not limited to Labor Code Sections 6400, 6401, 6402, 6403,
24 6404, 6407. Plaintiff and Defendant’s California employees seek to enforce important rights
25 affecting the public interest within the meaning of *Code of Civil Procedure* § 1021.5.

26 83. Plaintiff is a “person” within the meaning of *Business & Professions Code* § 17204,
27 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
28 appropriate equitable relief.

84. *Business & Profession Code* § 17200 et. seq. prohibits unlawful and unfair business
practices.

85. Defendants have violated statutes and public policies. Through the conduct alleged in

1 this Complaint, Defendants, and each of them, have acted contrary to these public policies, have
2 violated specific provisions of the *Labor Code*, and have engaged in other unlawful and unfair
3 business practices in violation of *Business & Professions Code* § 17200, *et seq.*, depriving Plaintiff,
4 of rights, benefits, and privileges guaranteed to Plaintiff under law.

5 86. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of
6 § 17200 *et. seq.* of the *Business & Professions Code*.

7 87. As a proximate result of the above mentioned acts of Defendants, Plaintiff has been
8 damaged in a sum as may be proven.

9 88. Unless restrained by this Court, Defendants will continue to engage in the unlawful
10 conduct as alleged above. Pursuant to *Business & Professions Code*, this Court should make such
11 orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use
12 or employment, by Defendants, their agents, or Plaintiff, of any unlawful or deceptive practice
13 prohibited by the *Business & Professions Code*, and/or, including but not limited to, disgorgement of
14 profits which may be necessary to restore Plaintiff to the money Defendants have unlawfully failed
15 to pay.

16 **RELIEF REQUESTED**

17 WHEREFORE, Plaintiff prays for the following relief:

18 1. For penalties pursuant to Labor Code § 203 for Plaintiff and all other aggrieved
19 employees who are no longer employed by Defendants, equal to their daily wage multiplied by thirty
20 (30) days;

21 2. For penalties pursuant to Labor Code § 226(e) for Plaintiff and all other aggrieved
22 employees;

23 3. For penalties pursuant to Labor Code § 226.7 for Plaintiff and all other aggrieved
24 employees;

25 4. For penalties pursuant to Labor Code § 1194.2 for Plaintiff and all other aggrieved
26 employees;

27 5. For penalties pursuant to Labor Code § 204(b) for Plaintiff and all other aggrieved
28 employees;

6. For penalties pursuant to Labor Code § 2802 for Plaintiff and all other aggrieved
employees;

7. For penalties pursuant to Labor Code § 1174(d) for Plaintiff and all other aggrieved

1 employees;

2 8. For penalties pursuant to Labor Code § 210 for Plaintiff and all other aggrieved
3 employees;

4 9. For penalties pursuant to Labor Code § 222 for Plaintiff and all other aggrieved
5 employees;

6 10. For penalties pursuant to Labor Code § 6400 for Plaintiff and all other aggrieved
7 employees;

8 11. For restitution for unfair competition pursuant to Business and Professions Code §
9 17200 et seq., including disgorgement of profits, in an amount as may be proven;

10 12. For penalties and other relief pursuant to Labor Code § 2698 et seq. for Plaintiff and
11 all other aggrieved employees;

12 13. An award providing for payment of costs of suit pursuant to Labor Code §
13 2699(g)(1);

14 14. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1);

15 15. An award of prejudgment and post-judgment interest;

16 16. An award providing for payment of costs of suit; and

17 17. Such other and further relief as this Court may deem just and proper.

18 Dated: January 23, 2024

OTKUPMAN LAW FIRM,
A Law Corporation

19 By: 

20 ROMAN OTKUPMAN
21 Attorneys for Plaintiff

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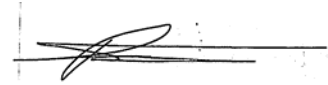
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

Dated: January 23, 2024

OTKUPMAN LAW FIRM,
A Law Corporation

By:



ROMAN OTKUPMAN
Attorneys for Plaintiff

EXHIBIT A

OTKUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Ave, Suite 123
Westlake Village, CA 91362
Tel.: 818-293-5623
Fax: 888-850-1310

March 2, 2023

VIA ELECTRONIC FILING

Labor & Workforce Development Agency

VIA CERTIFIED MAIL

Escalante-Sonoma, LLC
2930 Bledsoe, Suite 124
Fort Worth, TX 76107
Defendant certified mail # 7022 3330 0001 1014 6162

VIA CERTIFIED MAIL

Agent for Service of Process
Brian Simpson
17700 Arnold Drive
Sonoma, CA 95476
Agent certified mail # 7022 3330 0001 1014 6179

VIA CERTIFIED MAIL

Sonoma Golf Club
17700 Arnold Drive
Sonoma, CA 95476
Defendant certified mail # 7022 3330 0001 1014 6186

Re: ***Jerome Love v. Escalante-Sonoma, LLC, Sonoma Golf Club – Labor Code Violations of Escalante-Sonoma, LLC, Sonoma Golf Club – Compliance Letter of California Labor Code § 2698 – Private Attorneys General Act***

Dear Sir or Madam:

This office represents Jerome Love (“Plaintiff”), a former California employee of Escalante-Sonoma, LLC, Sonoma Golf Club (“Defendants”). The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698 *et seq.*

Our client works for Defendant in Northern California. Herein we set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to our client and other of its California non-exempt employees.

Plaintiff began working for Defendants in or around February of 2022. While working for Defendant as a Chef, Plaintiff was earning (\$20.00) dollars per hour.

Plaintiff and Defendant's California employees were routinely unable, and not authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and Defendant's California employees were forced to continue working through their meal and rest breaks in order to assist Defendant's needs. Because of this, Plaintiff and Defendant's California employees were unable to take their required meal and rest breaks. Moreover, Defendants failed to pay premium wages of one hour's pay for each missed meal and rest break to Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

Plaintiff and Defendants' California employees were required to work off the clock for Defendant. Plaintiff and Defendant's California employees were obligated to attend orientation. It took Plaintiff on the average of 45 minutes to an hour to complete these tasks. Defendants did not compensate Plaintiff and Defendants' California employees if these tasks were completed outside his regular work hours. These excess hours were not recorded on our client's and Defendants' California employees' wage statements. Plaintiff and Defendant's California employees should have been compensated for that time, but she was not in violation of Labor Code Sections 510, 1194, and 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay wages constitute violations of Labor Code § 510 and 1194.

Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-exempt employees. As a result, employees are not properly compensated for work performance in excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and Defendant's California employees were forced to work overtime and were not paid for all hours worked including all straight time wages, and overtime wages. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

Defendants have required Plaintiff and Defendant's California employees to work hours in excess of eight hours in a day and forty in a week but had not paid these employees overtime compensation as required by their collective bargaining agreement in violation of Labor Code § 222.

Defendants failed to issue Plaintiff and Defendant's California employees accurately itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California employees with all wages due, as detailed above, their wage statements failed to accurately state all gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all

applicable hourly rates during the pay period and the corresponding number of hours worked, in violation of Labor Code § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California employees.

Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's California employees timely, accurate, itemized wage statements in accordance with Labor Code § 226 and keep accurate records as required by § 1174(d). The statements provided to Plaintiff and Defendant's California employees, and the records maintained by Defendants, have not accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest premiums, and total hours worked.

Our client further alleges that Defendants paid Plaintiff and Defendant's California employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they were not paid all wages due and owing throughout the course of their employment as a result of Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they were not paid all final wages due and owing for the entirety of their employment. This violates Labor Code §§ 201-203.

Defendant pays Plaintiff and its California employees on a bi-weekly basis and has failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must be paid no later than seven calendar days following the close of the payroll period. Due to the violations described above, Plaintiff and Defendant's California employees did not receive all of their wages earned in a timely manner as required by Labor Code § 204(a)(b).

Defendant failed to reimburse Plaintiff and Defendant's California employees for the equipment they purchased to perform work for Defendant such as face masks. Defendant further failed to reimburse its California employees for using their personal cell phones for the benefit of Defendant. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." As such, Plaintiff and Defendant's California employees have incurred reasonable and necessary expenses in the course of their job duties, which were not reimbursed by Defendant, in violation of Labor Code § 2802.

Defendants failed to continue to take precautions to ensure employee safety after the onset of COVID. Under LC § 6409.6(a)(1). "COVID-19" means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2). Plaintiff and Defendant's California employees, directly after the onset of COVID, were required to partake in mandatory temperature and health checks, but these activities were not enforced or practiced quickly after the onset of COVID and when COVID was still a health risk to the employees. Plaintiff and Defendant's California employees were also required to provide their own masks at the workplace. As a result of these practices, Defendants have violated Cal. Labor Code §§ 6400, 6401, 6402, 6403, 6404, and 6407 for failure to provide

Labor & Workforce Development Agency
Escalante-Sonoma, LLC
Sonoma Golf Club
March 2, 2023
Page 4

a safe and healthful environment for their Employees, as outlines above. Defendants are liable for civil penalties pursuant to Cal. Labor Code § 2699 *et seq.*

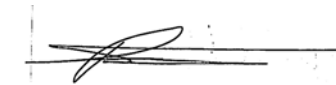
Defendants failed to pay all wages earned to Plaintiff and Defendant's California employees as a result of the unlawful employment policies and practices herein. As a result of these practices, Plaintiff and Defendant's California employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages as required by law.

Plaintiff and all other aggrieved employees bring this claim pursuant to *Business & Professions Code* § 17200, *et seq.* The conduct of all Defendants as alleged above has been and continues to be unfair, unlawful, and harmful to Plaintiff and Defendant's California employees.

We invite Defendants or its attorney(s) to contact our office to discuss this matter, including whether an early resolution of the claims can be reached.
Our office awaits your response.

Very truly yours,

OTKUPMAN LAW FIRM

A handwritten signature in black ink, appearing to read 'Roman Otkupman', is written over a horizontal line.

ROMAN OTKUPMAN