

Nazo Koulloukian, SBN 263809
nazo@koullaw.com
Hilary Silvia, Of Counsel, SBN 237993
hilary@koullaw.com
KOUL LAW FIRM, APC
217 South Kenwood Street
Glendale, CA 91205
Telephone: (213) 325-3032
Facsimile: (818) 561-3938

Attorneys for Plaintiff,
STEPHAN SALAZAR,
and all putative class members

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Superior Court of California
County of Sonoma
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SONOMA

STEPHAN SALAZAR, an individual, on
behalf of himself and all others similarly
situated,

Plaintiff,

vs.

FOLEY ENTERTAINMENT GROUP, LLC, a
Delaware Limited Liability Company; MAP
ASSETCO, LLC, a Delaware Limited Liability
Company; JUSTIN WILSON, an individual;
and DOES 1-50, inclusive,

Defendants.

Case No.: 25CV08583

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- 1. Failure to Pay For All Hours Worked,
Including Overtime Hours Worked**
- 2. Failure to Pay All Wages Owed Twice
Per Month**
- 3. Failure to Pay Minimum Wage**
- 4. Failure to Pay Wages Upon
Termination**
- 5. Failure to Provide Compliant Meal
Breaks**
- 6. Failure to Provide Rest Breaks**
- 7. Failure to Reimburse for Required
Business Expenses**
- 8. Failure to Provide Accurate Itemized
Wage Statements & Violation of
Record Keeping Requirements**
- 9. Unlawful Business Practices
Bus & Prof. Code §17200**
- 10. Private Attorneys General Act
Penalties (Lab. Code §2699)**

***FILED AS A MATTER OF RIGHT
PURSUANT TO LABOR CODE
2699.3(a)(2)(C)***

1 Plaintiff STEPHAN SALAZAR, individually, and on behalf of all others similarly situated,
2 all aggrieved employees, and as Private Attorney General for the State of California (collectively
3 “Plaintiff”), alleges as follows:

4 NATURE OF THE ACTION

5 1. This is an employment class and representative action on behalf of over 100 hourly, non-
6 exempt employees against their employer for violations of numerous wage and hour laws. Plaintiff
7 brings this employment class action complaint on behalf of himself, and all others similarly
8 situated, all aggrieved employees, and as Private Attorney General for the State of California,
9 against FOLEY ENTERTAINMENT GROUP, LLC (hereafter referred as “Defendant FOLEY
10 ENTERTAINMENT GROUP”), MAP ASSETCO, LLC (hereafter referred as “Defendant MAP
11 ASSETCO”), JUSTIN WILSON (hereinafter referred as “Defendant JUSTIN WILSON”), and
12 DOES 1-50, inclusive, (hereafter collectively “Defendants”).

13 2. Defendant FOLEY ENTERTAINMENT GROUP specializes in hospitality, resort and
14 entertainment-related operations, including acquisition and management of boutique hotels, doing
15 business in California. Defendant FOLEY ENTERTAINMENT GROUP owns Defendant MAP
16 ASSETCO DBA MacArthur Place Hotel & Spa in Sonoma County, California. Defendant JUSTIN
17 WILSON is, and at all relevant times was, an employee, agent and the General Manager of
18 Defendants.

19 3. Plaintiff worked for Defendants as a Lead Line Cook from August 8, 2022 until
20 December 3, 2024.

21 4. As described further below, Defendants have violated the California Labor Code by (1)
22 failing to pay for all hours worked, including overtime hours worked (§200, 204, 206, 206.5, 207,
23 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, IWC Wage Orders); (2)
24 failing to pay all wages owed twice per month (§204, 210); (3) failing to pay minimum wage
25 (§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199); (4) failing to pay all wages due
26 upon termination (§201, 202, 203, 227.3, 256); (5) failing to provide rest breaks (§226 (a), 226.7,
27 512, 558, 1198, Wage Order); (6) failing to permit compliant meal breaks (§226 (a), 226.7, 512,
28 558, 1198, Wage Order); (7) failing to reimburse for required business expenses (§1198, 2802);

1 (8) failing to provide accurate itemized wage statements and violating record keeping requirements
2 (§226, 1174); (9) unlawful and unfair business practices (Bus. & Prof. Code §17200, *et. seq.*); and
3 (10) penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*
4 Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*

5 5. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”)
6 §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period
7 penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and
8 reasonable attorneys’ fees and costs. Pursuant to the class and representative action procedures
9 provided for under California law, Plaintiff, on behalf of himself and proposed Class Members
10 (also referred to as “Class”), also seeks injunctive relief and restitution of all benefits Defendants
11 have received from their unlawful actions as alleged herein. Plaintiff has also provided notice of
12 these claims pursuant to §2698 *et. seq.*, to the Labor and Workforce and Development Agency
13 (“LWDA”) and now brings this First Amended Complaint, including claims for civil penalties
14 under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.* Attorney General
15 Act (“PAGA”), Labor Code §2698 *et seq.*

16 6. The “Class Period” is designated as the four-year period prior to the filing of this
17 Complaint through the date of the final disposition of this action. From the start of the Class Period
18 through the present, Defendants have had a policy and/or practice of among other violations: late
19 and/or interrupted meal breaks, untimely and/or interrupted rest breaks, underpaying wages for off
20 the clock work, issuing inaccurate wage statements, and ignoring and violating California wage
21 and hour laws, in their business as more fully set forth below.

22 7. The “PAGA Period” is defined herein commences one year prior to the date of filing the
23 PAGA Notice letter with the LWDA

24 8. Defendants have treated all persons employed in California in such a way as to violate
25 California’s laws governing conditions of employment and payment of wages owed. Plaintiff
26 asserts that Defendants have knowingly and with conscious disregard of the law refused to pay the
27 Class Members and aggrieved employees all wages owed, including overtime wages and meal and
28 rest break penalty wages. Defendants have violated numerous Labor Code provisions, as set forth

herein. Class Members and aggrieved employees are owed their back pay, plus interest and/or premiums and penalties under Business and Professions Code section 17203 to compensate Class Members and aggrieved employees for the delay in receiving wages due.

9. Defendants, by and through their actions, have engaged in unfair competition, requiring restitution to persons affected and disgorgement of profits so obtained.

THE PARTIES

10. Plaintiff STEPHAN SALAZAR is an individual who resides in California and Plaintiff worked for Defendants as a Lead Line Cook from August 8, 2022 until December 3, 2024.

11. Defendant FOLEY ENTERTAINMENT GROUP, LLC is a Delaware Limited Liability Company doing business in California with the capacity to sue and to be sued and doing business, in Sonoma County, State of California. Defendant FOLEY ENTERTAINMENT GROUP, LLC exercised control over the wages, hours, and/or working conditions of Plaintiff and members of the proposed class throughout the liability period.

12. Defendant MAP ASSETCO, LLC is a Delaware Limited Liability Company doing business in California with the capacity to sue and to be sued and doing business, in Sonoma County, State of California. Defendant MAP ASSETCO, LLC exercised control over the wages, hours, and/or working conditions of Plaintiff and members of the proposed class and aggrieved employees throughout the liability period.

13. Defendant JUSTIN WILSON is, and at all relevant times was, an employee, agent and the General Manager of Defendants.

14. Defendant Does 1-50, inclusive, are sued herein under fictitious names. Their true names and capacities are unknown to Plaintiff. When their true names and capacities are ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein. Plaintiff is informed and believe, and thereon alleges, that each of the fictitiously named Defendant is responsible in some manner for the occurrences herein alleged, and that the damages sustained by Plaintiff and the Class Members and aggrieved employees herein alleged were proximately caused by such Doe Defendants.

1 15. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
2 indirectly, or through agents or other persons, employed Plaintiff and other members of the Class,
3 and exercised control over their wages, hours, and working conditions. Plaintiff is informed and
4 believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the
5 agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects
6 pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

7 **JURISDICTION AND VENUE**

8 16. Venue is proper in this judicial district because Defendants conduct business in this
9 County and Defendants have legal obligations to Plaintiff and many of the Class Members and
10 aggrieved employees in this case that arose in this county.

11 17. The monetary damages, restitution, and statutory penalties sought by Plaintiff exceed
12 the minimal jurisdictional limits of the Superior Court and will be established according to proof
13 at trial. Based on information, investigation, and analysis, Plaintiff alleges that the amount in
14 controversy, including claims for monetary damages, penalties, and attorney's fees, is more than
15 twenty-five thousand dollars (\$25,000) and less than five million dollars (\$5,000,000). Moreover,
16 Plaintiff's individual damages for the claims alleged in this action do not exceed \$75,000.

17 18. The California Superior Court has jurisdiction in this matter because Plaintiff is a
18 resident of California and each Defendant is incorporated in and/or qualified to do business in
19 California and regularly conducts business in California. Further, there is no federal question at
20 issue as the claims herein are based solely on California law.

21 **CLASS AND REPRESENTATIVE ACTION ALLEGATIONS**

22 19. During the Class Period and PAGA, Defendants committed various violations of the
23 California Labor Code, the UCL and the applicable IWC Wage Order, as alleged below in more
24 detail. Defendants enforce multiple policies that violate state law which are intended to increase
25 their own profits to the detriment of their employees.

26 20. Defendants failed to properly pay for all hours worked, including overtime
27 compensation. Plaintiff and class members were required to perform work duties while clocked out
28 and during unpaid meal periods. The Dayforce system prevented employees from clocking back in

1 until the full thirty (30) minutes elapsed, even when management interrupted them and directed
2 them to resume work early. As a result, employees regularly worked while clocked out and were
3 not compensated for that time. Supervisors later modified time records or completed “missed
4 punch” forms to falsely show compliant 30-minute meal periods even when employees returned to
5 work before the meal period ended.

6 21. Additionally, Defendants failed to pay overtime after 8 hours worked in one day and/or
7 40 hours in one week. Instead, Defendants paid many overtime hours at employees’ base hourly
8 rate instead of the required one-and-one-half times the regular rate. Plaintiff repeatedly notified
9 management, including Defendant JUSTIN WILSON with whom he had several conversations, as
10 well as individuals in Human Resources that overtime was being underpaid due to this error.
11 Despite multiple complaints, the issue persisted until Plaintiff contacted the Labor Commissioner
12 in the company of Defendants, who confirmed that overtime was owed. Only after numerous
13 complaints did Defendants issue retroactive checks in approximately August 2024, without any
14 explanation or accompanying pay statements, and without payment of accrued interest, waiting-
15 time penalties, or any acknowledgment of the prior underpayment.

16 22. In addition, Plaintiff class members and aggrieved employees were included in group
17 text message chats that managers used to communicate daily work instructions. Supervisors
18 routinely sent messages the night before shifts with work-related instructions. It was understood
19 among employees that participation in these group chats was required, as this was the primary
20 method by which management distributed information. As a result, employees were required to
21 review and respond to these work communications while off the clock and outside of their
22 scheduled working hours. All this off-the-clock time remains unpaid.

23 23. As a derivative claim, Defendants failed to pay all wages owed twice per month.

24 24. As a derivative claim, Defendants failed to pay minimum wage.

25 25. As a derivative claim, Defendants failed to pay all wages due upon termination.

26 26. Defendants failed to maintain a policy and practice that provides its employees with
27 consistent, timely duty-free rest periods as required by California law.
28

1 27. Defendants failed to maintain a policy and practice that provides its employees with
2 consistent, timely duty-free meal breaks as required by California law.

3 28. Defendants failed to reimburse employees for required business expenses as required
4 by California law.

5 29. Defendants failed to consistently provide timely, accurate, itemized wage statements
6 to employees, as well as maintain accurate records, in accordance with Labor Code §§ 226 and
7 1174.

8 30. Based upon the above allegations, Defendants from time to time engaged in unfair
9 competition.

10 31. Plaintiff brings this action on behalf of himself, and all other persons similarly situated,
11 all aggrieved employees, and the State of California to recover from Defendants for failure to
12 comply with California wage and hour laws, and for claims under Business and Professions Code
13 § 17200.

14 32. This action has been brought and may properly be maintained as a class action
15 pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is
16 ascertainable and there is a well-defined community of interest. Plaintiff is among in excess of 100
17 employees who have been similarly injured by Defendants' unlawful employment policies and
18 practices.

19 33. The "PAGA Period" is defined herein commences one year prior to the date of filing
20 the PAGA Notice Letter with the LWDA.

21 34. The PAGA Class, also referred to herein as "aggrieved employees": "All current and
22 former hourly, non-exempt employees of Defendants in California, at any time from one year prior
23 to the filing of the PAGA Notice Letter with the LWDA until the resolution of this matter."
24 Plaintiff reserves the right to amend or modify the definition of aggrieved employees with respect
25 to the issues or in any other way.

26 35. The "Relevant Class Period" or proposed "Class Period" as defined herein commences
27 four years prior to the date of filing the Complaint in this action.
28

1 36. Plaintiff brings this action on his behalf and as a class action under Cal. Code of Civil
2 Procedure §382 on behalf of the following defined groups:

3 37. Proposed Class: “All persons who are employed or have been employed by Defendant
4 in the State of California as hourly, non-exempt workers during the period of the relevant statute
5 of limitations.”

6 38. Proposed Sub-classes are defined below and/or a representative action under Business
7 & Professions Code §§17200 et seq. and Labor Code §2699:

8 A. All persons who are employed or have been employed by Defendants in the
9 State of California as hourly, non-exempt workers during the period of the
10 relevant statute of limitations, who worked one or more shift in excess of five
11 (5) hours.

12 B. All persons who are employed or have been employed by Defendants in the
13 State of California as hourly, non-exempt workers during the period of the
14 relevant statute of limitations, who worked one or more shifts in excess of six
15 (6) hours.

16 C. All persons who are employed or have been employed by Defendants in the
17 State of California as hourly, non-exempt workers during the period of the
18 relevant statute of limitations, who worked one or more shifts in excess of eight
19 (8) hours.

20 D. All persons who are employed or have been employed by Defendants in the
21 State of California as hourly, non-exempt workers during the period of the
22 relevant statute of limitations, who worked one or more shifts in excess of three
23 and one-half hours (3 ½), but less than or equal to six (6) hours.

24 E. All persons who are employed or have been employed by Defendants in the
25 State of California as hourly, non-exempt workers during the period of the
26 relevant statute of limitations, who worked one or more shifts in excess of six
27 (6) hours, but less than or equal to ten (10) hours.
28

1 F. All persons who are employed or have been employed by Defendants in the
2 State of California as hourly, non-exempt workers during the period of the
3 relevant statute of limitations, who separated their employment from
4 Defendant.

5 G. All persons who are employed or have been employed by Defendants in the
6 State of California as hourly, non-exempt workers during the period of the
7 relevant statute of limitations, who received pay for one or more pay periods.

8 39. This action is brought, and may properly be maintained, as a class action under CCP
9 §382 and/or a representative action under Business & Professions Code §§17200 et seq. and Labor
10 Code §2699 because there is a well-defined community of interest in the litigation, and the
11 proposed Class, PAGA Class and Subclasses (collectively “Class”) are easily ascertainable.

12 40. Numerosity: The Proposed Class is so numerous that joinder of all members is
13 impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant
14 time period, Defendants employed over 100 putative Class Members who are geographically
15 dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only
16 available method for the fair and efficient adjudication of this controversy. Membership in the
17 Proposed Class can be easily ascertained by an examination and analysis of employee and payroll
18 records, among other records within Defendants’ possession and control.

19 41. Typicality: Plaintiff’s claims are typical of the claims of the Class Members. Plaintiff,
20 like others similarly situated, was subjected to Defendants’ common, unlawful policies, practices,
21 and procedures described above. The Plaintiff’s positions at the company was typical of those of
22 other Class Members. Plaintiff’s claims are typical of the claims of each Class Member because
23 each have sustained damages arising out of and caused by Defendants’ common course of conduct,
24 as alleged herein. As such, Plaintiff has the same interests in this matter as all members of the
25 Class.

26 42. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of
27 the Class. Plaintiff has retained counsel competent and experienced in complex class actions and
28 California labor and employment litigation.

1 43. Commonality: Common questions of law and fact exist, including but not limited to
2 the following:

- 3 i. Whether Defendants violated wage and hour laws by failing to pay overtime
4 wages;
- 5 ii. Whether Defendants violated wage and hour laws by failing to pay all wages
6 owed twice per month;
- 7 iii. Whether Defendants violated wage and hour laws by failing to pay minimum
8 wage;
- 9 iv. Whether Defendants violated wage and hour laws by failing to pay all wages
10 due upon termination;
- 11 v. Whether Defendants violated wage and hour laws by failing to provide rest
12 breaks;
- 13 vi. Whether Defendants' policy and practice concerning rest breaks was
14 unlawful;
- 15 vii. Whether Defendants violated wage and hour laws by failing to provide timely
16 meal breaks;
- 17 viii. Whether Defendants' policy and practice concerning meal breaks was
18 unlawful;
- 19 ix. Whether Defendants violated wage and hour laws by failing to reimburse for
20 required business expenses;
- 21 x. Whether Defendants unlawfully failed to keep and furnish Class Members
22 with accurate, itemized records of hours worked, in violation of Labor Code
23 §§ 226 and 1174;
- 24 xi. The proper measure of damages sustained and the proper measure of
25 restitution recoverable by Plaintiff, the Class Members, and Subclass
26 Members;
- 27 xii. Whether the Class Members are entitled to injunctive relief to enjoin any
28 further violations of wage and labor laws;

- 1 xiii. Whether Defendants, and each of them, are/were participants in the alleged
2 unlawful and/or tortious conduct;
- 3 xiv. Whether Defendants' conduct was willful and reckless;
- 4 xv. The effect upon and the extent of injuries suffered by Plaintiff and the Plaintiff
5 Class and the appropriate amount of reimbursement, restitution, damages, or
6 other compensation; and
- 7 xvi. What is the extent of liability of each Defendant, including DOE defendants,
8 to each Class and Subclass member?

9 44. Superiority: A class action is superior to other available methods of the fair and
10 efficient adjudication of the controversy, particularly in the context of wage and hour litigation
11 where the damage suffered by individual plaintiffs, while not inconsequential, makes individual
12 actions impracticable given the expenses and burdens associated with seeking individual relief.
13 Prosecuting over 100 identical, individual lawsuits does not promote judicial efficiency or equity
14 and consistency in judicial results. Moreover, the Class is a group of hourly, low-wage earning
15 employees who rely on their wages and requiring that each individual take time away from work
16 to prosecute individual actions would be inequitable and result in undue hardship for the individual
17 Class members and their families. Public policy favors efficient resolution of their claims and
18 uniform enforcement of California Labor laws against entities skirting their legal obligations at the
19 expense of a vulnerable working population.

20 45. Manageability: Plaintiff is informed and believes that all allegations in this Complaint
21 are capable of being determined on the same evidence and based primarily on review of corporate
22 records and key testimony of Defendants' corporate representatives. To the extent statistical
23 analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ
24 competent experts and consultants in the field to determine and review evidence for both issues of
25 liability and damages in a scientifically reliable manner.

26 46. Plaintiff requests, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules
27 of Court, that the absent Class and Subclass Members be notified by the best notice practicable
28 under the circumstances, including individual notice to all members who can be identified through

reasonable effort. The names and address of the Class and Subclass Members are available from Defendants.

FIRST CAUSE OF ACTION

FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME HOURS WORKED

Cal. Labor Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, IWC Wage Orders

(Plaintiff Against All Defendants)

47. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

48. Defendants' conduct described in this complaint from time to time violates the provisions of Labor Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, IWC Wage Orders.

49. The Wage Orders define "hours worked" as "the time during which an 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." Defendants have been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked, as more fully set forth below.

50. Work Performed During Unpaid Meal Periods. Plaintiff and class members were required to perform work duties while clocked out and during unpaid meal periods. The Dayforce system prevented employees from clocking back in until the full thirty (30) minutes elapsed, even when management interrupted them and directed them to resume work early. As a result, employees regularly worked while clocked out and were not compensated for that time. Supervisors later modified time records or completed "missed punch" forms to falsely show compliant 30-minute meal periods even when employees returned to work before the meal period ended.

1 51. Off-the-Clock Hours Worked. Plaintiff and class members frequently worked off the
2 clock and were routinely subjected to periods wherein they were under the Defendants' control
3 but not compensated for their time.

4 52. Plaintiff and class members were included in group text message chats that managers
5 used to communicate daily work instructions. Supervisors routinely sent messages the night before
6 shifts with work-related instructions. It was understood among employees that participation in
7 these group chats was required, as this was the primary method by which management distributed
8 information. As a result, employees were required to review and respond to these work
9 communications while off the clock and outside of their scheduled working hours. All this off-the-
10 clock time remains unpaid.

11 53. Regular Rate Issues. Defendants failed to pay overtime after 8 hours worked in one day
12 and/or 40 hours in one week. Instead, Defendants paid many overtime hours at employees' base
13 hourly rate instead of the required one-and-one-half times the regular rate. Plaintiff repeatedly
14 notified management, including Defendant JUSTIN WILSON with whom he had several
15 conversations, as well as individuals in Human Resources that overtime was being underpaid due
16 to this error. Despite multiple complaints, the issue persisted until Plaintiff contacted the Labor
17 Commissioner in the company of Defendants, who confirmed that overtime was owed. Only after
18 numerous complaints did Defendants issue retroactive checks in approximately August 2024,
19 without any explanation or accompanying pay statements, and without payment of accrued
20 interest, waiting-time penalties, or any acknowledgment of the prior underpayment.

21 54. In addition to his co-defendants, at all relevant times, Defendant JUSTIN WILSON
22 personally participated in, directed, and/or caused the violations alleged herein, and is therefore
23 individually liable as an 'other person acting on behalf of an employer' within the meaning of
24 Labor Code §§ 558 and 1199.

25 55. Plaintiff and class members have been employed under conditions prohibited by the
26 wage order, and thus Defendants have also violated §§1198 and 1199.

27 **SECOND CAUSE OF ACTION**

28 **FAILURE TO PAY ALL WAGES OWED TWICE PER MONTH**

1 Cal. Lab. Code §§204, 210

2 (Plaintiff Against All Defendants)

3 56. Plaintiff incorporates by reference in this cause of action each allegation of the
4 preceding paragraphs as though fully set forth herein.

5 57. Defendants' conduct described in this complaint violates the provisions of Labor Code
6 §§ 204, 210.

7 58. Defendants were required to pay Plaintiff and class members all wages earned twice
8 during each calendar month pursuant to Labor Code §204(a).

9 59. Defendants failed to pay all wages earned to employees as a result of the unlawful
10 employment policies and practices discussed herein. As a result of these practices, employees were
11 underpaid for hours worked, including overtime and penalty wages, and this underpayment
12 resulted in a failure to pay all wages owed twice per month.

13 60. Due to these failures, Defendants are liable under Labor Code §204, 210 for failure to
14 pay wages as required by law.

15 **THIRD CAUSE OF ACTION**

16 **FAILURE TO PAY MINIMUM WAGE**

17 Cal. Lab. Code §§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199

18 (Plaintiff Against All Defendants)

19 61. Plaintiff incorporates by reference in this cause of action each allegation of the
20 preceding paragraphs as though fully set forth herein.

21 62. Defendants' conduct described in this complaint violates the provisions of Labor Code
22 §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199.

23 63. Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer
24 to suffer or permit a California employee to work without paying wages at the proper minimum
25 wage for all time worked as required by the applicable IWC Wage Order.

26 64. Defendants failed to pay Plaintiff and class members for all hours worked as a result
27 of Defendants' practices described above. Based on Defendants' unlawful conduct described
28 herein, and because Plaintiff and the class members were paid zero wages for time spent working

1 off the clock, Defendant paid less than the minimum wage for all hours worked, in violation of
2 Labor Code §1197, 1197.1, 1199 and the Wage Orders.

3 **FOURTH CAUSE OF ACTION**

4 **FAILURE TO PAY WAGES DUE UPON TERMINATION**

5 Cal. Lab. Code §§201, 202, 203, 227.3, 256

6 **(Plaintiff Against All Defendants)**

7 65. Plaintiff incorporates by reference in this cause of action each allegation of the
8 preceding paragraphs as though fully set forth herein.

9 66. Defendants' conduct described in this complaint violates the provisions of Labor Code
10 §§ 201, 202, 203, 227.3, 256.

11 67. An employee who is discharged must be paid all of his or her wages, including accrued
12 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set
13 forth above, Defendants knowingly and willfully failed to pay all compensation due and owing to
14 Plaintiff, including underpaid wages, overtime at the regular rate of pay, and commission, at the
15 time employment terminated.

16 68. Defendants willfully failed to pay employees who are no longer employed by it all
17 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.
18 Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as
19 waiting time under the terms of §203.

20 ///

21 ///

22 ///

23 **FIFTH CAUSE OF ACTION**

24 **FAILURE TO PERMIT COMPLIANT MEAL BREAKS**

25 Cal. Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Order

26 **(Plaintiff Against All Defendants)**

27 69. Plaintiff incorporates by reference in this cause of action each allegation of the
28 preceding paragraphs as though fully set forth herein.

1 70. Defendants' conduct described in this complaint from time to time violates the
2 provisions of Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Order.

3 71. Labor Code §512 provides, "[a]n employer may not employ an employee for a work
4 period of more than five hours per day without providing the employee with a meal period of not
5 less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee
6 to work during any meal... period mandated by an applicable order of the Industrial Welfare
7 Commission." Paragraph 11 of the Wage Order provides, in pertinent part, "[u]nless an employee
8 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on
9 duty' meal period and counted as time worked."

10 72. Defendants from time to time failed to permit Plaintiff and others to take timely, off-
11 duty, meal breaks of "not less than 30 minutes" for each five consecutive hours of work in violation
12 of Labor Code §§226.7 and 512. Defendant failed to pay all penalty pay to Plaintiff or class
13 members for noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay
14 statements were inaccurate, failing to include required meal period penalties, thus failing the
15 requirements of Labor Code §226(a).

16 73. Plaintiff and class members regularly experienced interrupted meal periods due to
17 chronic understaffing and the high pace of work. For example, the kitchen where Plaintiff worked
18 was often operated with a skeleton crew and Plaintiff and his coworkers were frequently required
19 to continue working through their meal periods.

20 74. Although Plaintiff and class members were required to clock out for lunch, the
21 timekeeping system implemented by Defendants prevented them from clocking back in until the
22 full thirty (30) minutes had elapsed, even when they returned to work early. When employees filled
23 out missed-punch forms to indicate that they had returned to work before the thirty-minute period
24 ended, managers would later modify the time records so that they appeared to show a full,
25 compliant meal period.

26 75. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because
27 Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard;
28 (2) did not adequately inform and train employees about their rights to meal periods and premium

1 payments for non-compliant meal periods; (3) did not adequately inform and train employees about
2 when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because
3 Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal
4 periods; (5) because management at various levels, affecting all hourly, non-exempt employees,
5 refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because
6 Defendant unlawfully shaved and/or rounded clock in and clock out times for meal periods.
7 Employees were not paid a premium payment, paid as an hour's wage when meal periods were
8 not given to them in compliance with California law.

9 **SIXTH CAUSE OF ACTION**

10 **FAILURE TO PROVIDE REST BREAKS**

11 Cal. Labor Code §§ 226, 226.7, 512, 558, 1198, Wage Orders

12 **(Plaintiff Against All Defendants)**

13 76. Plaintiff incorporates by reference in this cause of action each allegation of the
14 preceding paragraphs as though fully set forth herein.

15 77. Defendants' conduct described in this complaint from time to time violates the
16 provisions of Labor Code §§ 226, 226.7, 512, 558, 1198, Wage Orders.

17 78. Defendants failed to maintain a compliant rest period policy and practice that provides
18 its employees with off-duty rest periods as required by California law.

19 79. Plaintiff and class members were not consistently permitted to take rest breaks due to
20 the press of work and chronic understaffing.

21 80. Rest periods were either less than ten minutes, not provided, interrupted or late, "on
22 duty," or not scheduled before and after a meal period for shifts greater than six hours, as
23 prescribed by California law because Defendant: (1) did not account for all hours worked that were
24 unaccounted for on their timecard; (2) did not adequately inform and train employees about their
25 rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately
26 inform and train employees about when, where and how to take timely and uninterrupted ten-
27 minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and
28 uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting

all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

81. The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the "onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.").

82. Defendants did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant violated the Wage Order, Defendant is liable under Labor Code §1198.

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1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE FOR REQUIRED BUSINESS EXPENSES**

3 Cal. Labor Code §§ 1198, 2802

4 **(Plaintiff Against All Defendants)**

5 83. Plaintiff incorporates by reference in this cause of action each allegation of the
6 preceding paragraphs as though fully set forth herein.

7 84. Defendants' conduct described in this complaint from time to time violates the
8 provisions of Labor Code §§ 1198, 2802.

9 85. Labor Code §2802 requires employers to indemnify employees for necessary
10 expenditures or losses incurred by employees in direct consequence of the discharge of duties.

11 86. Plaintiff and class members are required to use their personal cell phones for work
12 related communications numerous times per day, but they are not reimbursed for the expenses.

13 **EIGHTH CAUSE OF ACTION**

14 **PAYSTUB AND RECORD KEEPING VIOLATIONS**

15 Cal. Labor Code §§ 226, 1174

16 **(Plaintiff Against All Defendants)**

17 87. Plaintiff incorporates by reference in this cause of action each allegation of the
18 preceding paragraphs as though fully set forth herein.

19 88. Defendants' conduct described in this complaint from time to time violates the
20 provisions of Labor Code §§ 226, 1174.

21 89. Defendants knowingly and intentionally failed to provide timely, accurate, itemized
22 wage statements to Plaintiff and the class members in accordance with Labor Code §§ 226 and
23 keep accurate records as required by §1174(d).

24 90. The statements provided to Plaintiff and class members, and the records maintained by
25 Defendants, have not accurately reflected actual gross wages earned, including pay for all hours
26 worked and the accurate rate of pay for all hours worked, and overtime pay, and pay for meal and
27 rest period premium wages. Wage statements and records maintained failed to reflect actual start
28 and end times for meal periods due to Defendants' auto-deduct policy.

1 91. §226 (a) requires:

2 A. An employer, semimonthly or at the time of each payment of wages,
3 shall furnish to his or her employee, either as a detachable part of the check,
4 draft, or voucher paying the employee's wages, or separately if wages are paid
5 by personal check or cash, an accurate itemized statement in writing showing
6 (1) gross wages earned, (2) total hours worked by the employee, except as
7 provided in subdivision (j), (3) the number of piece-rate units earned and any
8 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
9 deductions, provided that all deductions made on written orders of the employee
10 may be aggregated and shown as one item, (5) net wages earned, (6) the
11 inclusive dates of the period for which the employee is paid, (7) the name of the
12 employee and only the last four digits of his or her social security number or an
13 employee identification number other than a social security number, (8) the
14 name and address of the legal entity that is the employer and, if the employer is
15 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
16 and address of the legal entity that secured the services of the employer, and (9)
17 all applicable hourly rates in effect during the pay period and the corresponding
18 number of hours worked at each hourly rate by the employee...

19 92. Such failures caused injury to Plaintiff and others, by, among other things, impeding
20 them from knowing the true legal name of their employer, the total hours worked, and the amount
21 of wages to which they are and were entitled. Defendants knowingly and intentionally failed to
22 accurately itemize the gross wages earned, net wages earned, and total hours worked.

23
24 **NINTH CAUSE OF ACTION**

25 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF**

26 California Business and Professions Code section 17200, et seq.

27 **(Plaintiff Against All Defendants)**

1 93. Plaintiff incorporates by reference in this cause of action each allegation of the
2 preceding paragraphs as though fully set forth herein.

3 94. Defendants from time to time knowingly committed, and upon information and belief
4 continue to commit, ongoing unlawful business practices within the meaning of the UCL,
5 including, but not limited to unlawful practices as described in the causes of action articulated
6 above, and hereby incorporated herein.

7 95. Plaintiff lost money and property as a result of Defendants' unlawful business practices
8 described above.

9 96. Pursuant to the UCL, Plaintiff and all Class Members are entitled to restitution of
10 money or property acquired by Defendant by means of such unlawful business practices, in
11 amounts not yet known, but to be ascertained at trial.

12 97. Pursuant to the UCL, Plaintiff and Class Members are entitled to injunctive relief
13 against Defendants' ongoing unlawful business practices. If an injunction does not issue enjoining
14 Defendants from engaging in the unlawful business practices described above, Plaintiff and the
15 general public will be irreparably injured.

16 98. Plaintiff has no plain, speedy, and adequate remedy at law. Defendants, if not enjoined
17 by this Court, will continue to engage in the unlawful business practices described above in
18 violation of the UCL, in derogation of the rights of Plaintiff and Class Members and of the general
19 public.

20 99. Plaintiff's success in this action will result in the enforcement of important rights
21 affecting the public interest by conferring a significant benefit upon the general public.

22 100. Defendants' numerous violations of local and California law, as well as the other
23 statutory and regulatory violations alleged herein, constitute unlawful business actions and
24 practices in violation of Business and Professions Code § 17200, et seq.

25 101. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff and the Class
26 Members are entitled to restitution of unpaid wages, including overtime, sick pay, and premium
27 wages, among other relief alleged herein, that were withheld and retained by Defendant during a
28 period that commences four years prior to the filing of this action. Plaintiff is further entitled to a

1 permanent injunction requiring Defendant to comply with all provisions of California labor law,
2 including properly paying the lawful rate of pay for all hours worked, properly paying sick pay,
3 providing rest periods to all workers as defined herein, timely paying due wages upon termination,
4 maintaining accurate wages statements and payroll records, in addition to an award of attorneys'
5 fees and costs pursuant to Code of Civil Procedure § 1021.5 and other applicable law, and costs.

6 TENTH CAUSE OF ACTION

7 STATUTORY PENALTIES PURSUANT TO PRIVATE ATTORNEYS

8 GENERAL ACT, LABOR CODE §2698 *et seq.* AGAINST ALL DEFENDANTS

9 102. Plaintiff incorporates by reference in this cause of action each allegation of the
10 preceding paragraphs as though fully set forth herein.

11 103. Under the Private Attorneys General Act of 2006, Labor Code §§2698-2699.5, an
12 aggrieved employee, on behalf of herself and other current or former employees, may recover
13 penalties under any provision of the Labor Code that provides for civil penalties. These penalties
14 are in addition to any other relief available under the Labor Code. Plaintiff is an aggrieved
15 employee under PAGA.

16 104. As set forth above, Defendants have committed numerous violations for which the
17 Labor Code provides for penalties, including violations of all applicable Labor Code provisions
18 set forth in the foregoing causes of action. Labor Code §2699.5 identifies the aforementioned
19 Labor Code provisions as statutes to which §2699.3's procedural requirements must be met before
20 a penalty may be assessed under §2699(f). Plaintiff has complied with the procedural requirements
21 specified in §2699.3 by providing written notice to the Defendants and the Labor & Workforce
22 Development Agency ("LWDA"). See Exhibit 1 attached hereto, which is a true and correct copy
23 of the Notice correspondence showing compliance with §2699.3. No notice of intent to investigate
24 the alleged violations was provided within the statutory period. Consequently, Plaintiff has
25 exhausted administrative remedies, and on behalf of themselves and all other aggrieved current
26 and former employees of Defendants. Plaintiff, therefore, now pursues this cause of action as
27 permitted by §2698, *et seq.*

1 105. Enforcement of statutory provisions enacted to protect workers and to ensure proper
2 and prompt payment of wages due to employees is a fundamental public interest in California.
3 Consequently, Plaintiff's success in this action will result in the enforcement of important rights
4 affecting the public interest and will confer a significant benefit upon the general public. Private
5 enforcement of the rights enumerated herein is necessary, as no public agency has pursued
6 enforcement. Plaintiff is incurring a financial burden in pursuing this action and it would be against
7 the interests of justice to require payment of attorneys' fees and costs from any recover that might
8 be obtained herein, pursuant to, inter alia, Labor Code §§2698, *et seq.*, and Code of Civil Procedure
9 §1021.5

10 106. In addition, if Plaintiff succeeds in enforcing these rights affecting the public interest,
11 then attorneys' fees may be awarded to Plaintiff and against Defendants under Code of Civil
12 Procedure §1021.5 and other applicable law in part, because:

13 **a.** A successful outcome in this action will result in the enforcement of important
14 rights affecting the public interest by requiring Defendants to comply with the wage and hour laws
15 and California's unfair business practice law;

16 **b.** This action will result in a significant benefit to Plaintiff, the Class, and the general
17 public by bringing to a halt unlawful and/or unfair activity;

18 **c.** Unless this action is prosecuted, members of the Class and general public will not
19 recover those moneys, and many of Defendants' employees would not be aware that the acts and
20 practices they were subjected to by Defendants were wrongful;

21 **d.** Unless this action is prosecuted, Defendants will continue to mislead their
22 employees about the true nature of their rights and remedies under the wage and hour laws; and

23 107. An award of attorneys' fees and costs is necessary for the prosecution of this action
24 and will result in a benefit to Plaintiff, the Class, aggrieved employees, and to consumers in
25 general, by preventing Defendants from continuing to circumvent the wage and hour statutes and
26 frustrate the long-standing recognition by the California legislature and the courts that such
27 statutes, as pled herein, are not merely a matter of private concern between employer and employee
28 to be eviscerated by considerations of waiver, contributory negligence, good or bad faith, and
private agreements. Rather, the wage and hour statutes have been described as a matter of public

1 concern, were designed to provide minimum substantive guarantees to individual workers and are
2 essential to public welfare.

3
4 REQUEST FOR RELIEF

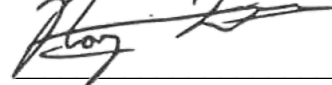
5 WHEREFORE, Plaintiff, on behalf of himself and the Proposed Class, request judgment
6 and the following specific relief against Defendant as follows:

- 7 A. That the Court determine that this action may be maintained as a class action
8 under Code of Civil Procedure § 382;
- 9 B. That the Court determine that this action may be maintained as a PAGA
10 representative action under Cal. Labor Code §2698 *et seq.*
- 11 C. Provision of class notice to all members of the Class;
- 12 D. That Defendant is found to have violated the above-referenced provisions of the
13 Labor Code, CCR and the IWC Wage Order as to Plaintiff, Class Members ,
14 relevant subclass Members, and aggrieved employees;
- 15 E. For compensatory damages, in an amount according to proof at trial, with
16 interest thereon;
- 17 F. For compensation for not being paid overtime;
- 18 G. For compensation for not being paid all wages owed twice per month;
- 19 H. For compensation for not being paid minimum wage;
- 20 I. For compensation for not being paid all wages due upon termination;
- 21 J. For compensation for not being provided compliant meal breaks;
- 22 K. For compensation for not being provided rest breaks;
- 23 L. For compensation for not being reimbursed for required business expenses;
- 24 M. For compensation for not being paid premium and penalty wages;
- 25 N. That Defendants' actions are found to be willful and/or in bad faith to the extent
26 necessary under §§ 201, 202, 203, and 558 of the California Labor Code for
27 willful failure to pay all compensation owed at the time of separation to Plaintiff
28 Class Members, and aggrieved employees no longer employed by Defendant;

- 1 O. That Plaintiff Class Members, and aggrieved employees receive penalties for
2 Defendants' violation of §226 and 1174 of the California Labor Code for willful
3 failure to provide and maintain the required accurate and itemized wage
4 statements;
- 5 P. That Plaintiff Class Members, and aggrieved employees receive an award in the
6 amount of unpaid wages owed, including interest thereon, and penalties as
7 provided in the Labor Code, CCR and Wage Order, including under Labor Code
8 §§ 203, 510, 558, and 2698 et seq., subject to proof at trial;
- 9 Q. That Defendant be ordered to pay restitution to Plaintiff and Class Members for
10 amounts acquired through Defendants' unlawful activities pursuant to Business
11 and Professions Code §§ 17200-05 and enjoined to cease and desist from
12 unlawful and unfair activities in violation of California Business and
13 Professions Code § 17200 et. seq.;
- 14 R. That Plaintiff and Class Members receive an award of reasonable attorneys'
15 fees and costs pursuant to Code of Civil Procedure §1021.5, Labor Code §226,
16 218.5, and 1194 and/or applicable laws;
- 17 S. That the Court award penalties pursuant to Labor Code §2698 et seq.
- 18 T. That the Court issue declaratory relief that Defendants' challenged policies are
19 unlawful; and
- 20 U. That the Court order further relief, in law and equity, as it deems appropriate
21 and just.
- 22

23 DATED: January 2, 2026

24 KOUL LAW FIRM, APC



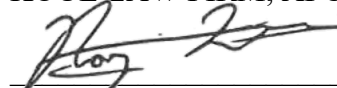
25 BY: Nazo Koulloukian, Esq.
26 Attorneys for Plaintiff STEPHAN
27 SALAZAR and putative class members
28

1
2
3 ***DEMAND FOR JURY TRIAL***
4

5 Plaintiff, on behalf of himself and the putative class, hereby demands trial by jury to the
6 full extent permitted by law.

7 DATED: January 2, 2026

8 KOUL LAW FIRM, APC

9 

10 BY: Nazo Koulloukian, Esq.
11 Attorneys for Plaintiff STEPHAN
12 SALAZAR and putative class members
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EXHIBIT 1



Nazo@Koullaw.com

P (213) 325 - 3032

F (818) 561 - 3938

217 SOUTH KENWOOD ST.

GLENDALE, CA 91205

www.koullaw.com

October 24, 2025

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

MAP ASSETCO, LLC DBA
MACARTHUR PLACE HOTEL &
SPA
1701 VILLAGE CENTER CIRCLE
LAS VEGAS, NV 89134

JUSTIN WILSON
29 E. MACARTHUR STREET
SONOMA, CA 95476

FOLEY ENTERTAINMENT
GROUP, LLC
1550 S. PAVILION CENTER DR
LAS VEGAS, NV 89135

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*

Claimant(s): Stephan Salazar

Employer(s): MAP AssetCo, LLC dba MacArthur Place Hotel & Spa
Foley Entertainment Group, LLC
Justin Wilson

Dear Sir or Madam:

Stephan Salazar ("Claimant") has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, to represent Claimant, and all other aggrieved employees, for wage and hour violations committed by MAP AssetCo, LLC dba MacArthur Place Hotel & Spa, Foley Entertainment Group, LLC, and individual managing agent Justin Wilson (hereafter collectively "Employer").

Claimant worked for Employer from August 8, 2022 through December 3, 2024, as an hourly, non-exempt Lead Line Cook earning approximately \$27.00 per hour at Employer's Sonoma, California location.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 558.1, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

The Wage Orders define “hours worked” as “the time during which an 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.” Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked based on the employees regular rate of pay, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

Claimant and aggrieved employees have been employed under conditions prohibited by the wage order, and thus Employer has also violated §§1198 and 1199. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Off-the-Clock Hours Worked

Employer required Claimant and other aggrieved employees to perform work duties while clocked out and during unpaid meal periods. The Dayforce system prevented employees from clocking back in until the full thirty (30) minutes elapsed, even when management interrupted them and directed them to resume work early. As a result, employees regularly worked while clocked out and were not compensated for that time.

Supervisors later modified time records or completed “missed punch” forms to falsely show compliant 30-minute meal periods even when employees returned to work before the meal period ended.

Employer also required employees to participate in mandatory group text communications after hours regarding next-day assignments and other matters. These practices resulted in off-the-clock work without compensation, in violation of Labor Code §§ 200, 204, 510, 558, 1198 and 2698 *et seq.*

Miscalculation of California Overtime

Employer failed to pay overtime after 8 hours worked in one day and/or 40 hours in one week. Instead, Employer paid many overtime hours at employees’ base hourly rate instead of the required one-and-one-half times the regular rate. Claimant repeatedly notified management, including Justin Wilson with whom he had several conversations, as well as individuals in Human Resources that overtime was being underpaid due to this error. Despite multiple complaints, the

issue persisted until Claimant contacted the Labor Commissioner in the company of Employer, who confirmed that overtime was owed. Only after numerous complaints did Employer issue retroactive checks in approximately August 2024, without any explanation or accompanying pay statements, and without payment of accrued interest, waiting-time penalties, or any acknowledgment of the prior underpayment.

This violation applied to all hourly, nonexempt employees at every hotel operated by Foley Entertainment Group, LLC, including MacArthur Place Hotel and Spa.

Employer's prolonged failure to correct its payroll error despite repeated notice demonstrates a willful violation of Labor Code §§ 510, 558, 558.1, and 1198.

Failure to Pay All Wages Owed Twice Per Month

(Cal. Lab. Code §§204, 210, and 2698 *et seq.*)

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a).

Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime and premium wages, and this underpayment resulted in a failure to pay all wages owed twice per month.

Additionally, Employer's failure to properly pay overtime after 8 hours in one day and 40 in one week resulted in unpaid wages due to each employee during pay periods when overtime hours were worked.

Due to these failures, Employer is liable under Labor Code §204, 210 and 2698 *et seq.* for failure to pay wages as required by law.

Failure to Pay Minimum Wage

(Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

Pursuant to Labor Code sections 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the applicable IWC Wage Order.

Employer failed to pay Claimant and aggrieved employees for all hours worked as a result of Employer's practices described above. Based on Employer's unlawful conduct described herein, and because Claimant and the aggrieved employees were paid at or near minimum wage, employer's failure to pay for all hours worked, including overtime, resulted in a payment of less than the minimum wage for all hours worked, in violation of Labor Code §1197, 1197.1, 1199 and

the Wage Orders. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 227.3 and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated.

Employer failed to pay all wages due immediately upon separation. Claimant's final paycheck, issued on or around December 3, 2024, was postdated two weeks later, preventing him from cashing it until mid-December. Employer's practice of delaying final payment, coupled with prior months of unpaid and late-paid overtime, constitutes a willful failure to timely pay all wages owed at termination to Claimant and aggrieved employees in violation of Labor Code §§ 201–203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et seq.*

Failure to Permit Compliant Meal Periods

(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 *et seq.*, Wage Order)

Labor Code §512 provides, “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.”

Employer failed to permit Claimant and others to take timely, off-duty, meal breaks of “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code §§226.7 and 512. When meal periods were noncompliant, Employer failed to pay all premium pay to Claimant and aggrieved employees at their regular rates of pay. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy; and/or (6) because

Employer unlawfully shaved and/or rounded clock in and clock out times for meal periods. Employees were not paid a premium payment, paid as an hour's wage when meal periods were not given to them in compliance with California law.

Employer routinely failed to provide timely, off-duty, uninterrupted 30-minute meal periods, prioritizing hotel and restaurant operations over providing compliant meal periods, and falsifying records when compliant breaks did not occur.

For example, the hotel facilities, including the kitchen where Claimant worked, were chronically understaffed, forcing Claimant and coworkers to remain on duty or return early from meal breaks to handle customer orders. When Claimant clocked out for lunch, the Dayforce system locked him out from clocking back in before 30 minutes elapsed. Supervisors often falsified missed-punch forms to make it appear full meal breaks were taken when employees were required to resume work early. Meal premiums were paid only when employees failed to clock out entirely, not when meal periods were shortened or interrupted. These practices violated Labor Code §§ 226.7, 512, and applicable Wage Orders.

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders)

Employer failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law. Claimant reports that employees frequently missed rest periods as a result of Employer's staffing and business practices, and that rest breaks were not scheduled into daily shifts.

Rest periods were either less than ten minutes, not provided, interrupted or late, "on duty," or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee's regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) ("If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided"). Moreover, under California law rest periods must be a "net" ten minutes in a suitable

rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.”).

Employer did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employer failed to pay the 1-hour premium, as required.

Failure to Properly Accrue and Pay for Unpaid Vacation

(Cal. Lab. Code §227.3 and 2698 *et seq.*)

Cal. Lab. Code §227.3 provides that “whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken off his vested vacation time, all vested vacation shall be paid to him as wages at his final rate.” In this case, Employer failed to pay all accrued vacation wages to Claimant and aggrieved employees upon termination. Employer is liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.*

Failure to Reimburse for Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2698 *et seq.*)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties. Accordingly, Employers are liable for civil penalties under PAGA §2698 *et seq.*

Claimant and aggrieved employees are required to use their personal cell phones for work related communications, including group message threads which were the primary way management communicated to broad groups of employees, although Employers did not reimburse them in any way for the expense of their personal cell phone use as required by the Labor Code.

Failure to Provide Accurate Itemized Wage Statements

(Cal. Labor Code §§ 226, 1174, 2698 *et seq.*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

Employer knowingly and intentionally failed to furnish accurate itemized wage statements reflecting all hours worked, rates of pay, and overtime premiums. For an extended period, employees' paystubs reflected overtime hours paid at the regular hourly rate rather than the correct overtime rate. Subsequent corrective checks were issued without updated wage statements, concealing the scope of underpayments. This violation was company-wide and affected all hourly, nonexempt employees. These violations caused confusion and hindered employees' ability to verify wages, violating Labor Code § 226.

Further, derivative of the claims above, the statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, and pay for meal and rest period premium wages.

§226 (a) requires:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the true legal name of their employer, the total hours worked, and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

Conclusion

For the foregoing reasons, Claimant respectfully requests that the Labor and Workforce Development Agency investigate the above-described violations. Alternatively, Claimant requests notification if the Agency declines to investigate, so that he may pursue these claims as a representative action in civil court pursuant to the Private Attorneys General Act.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nazo Koulloukian', with a stylized flourish extending to the right.

Nazo Koulloukian, Esq.
Attorney for Claimant

PROOF OF SERVICE

Case No. 25CV08583

Salazar v. Foley Entertainment Group, LLC

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 217 South Kenwood Street, Glendale, California 91205.

On January 2, 2026, I served the foregoing document described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

 X

BY U.S. MAIL: I deposited such envelope in the mail at Glendale, California. The envelope was mailed with postage thereon fully prepaid. I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

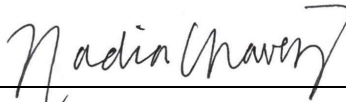
on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Madeline Lovejoy
3210 El Camino Real 200,
Irvine, CA 92602

***Agent for Service of Process for
Defendant Foley Entertainment***

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

Executed on this January 2, 2026, in Glendale, California.



NADIA CHAVEZ