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11 persons similarly situated and similarly aggrieved employees,

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER**

14 EDGAR CIFUENTES, individually and on
15 behalf of other persons similarly situated and
16 similarly aggrieved employees,

17 Plaintiffs,

18 v.

19 WOODRIDGE CAPITAL PARTNERS, LLC,
20 an active California Limited Liability
21 Company; ARYA STAFFING SERVICES INC.,
22 an active California Corporation; and DOES 1
23 through 10,

24 Defendants.

Case No.: 30-2023-01320561-CU-OE-CXC

Assigned to: Hon. William D. Cluster
Department: CX-104

**FIRST AMENDED COMPLAINT –
CLASS AND REPRESENTATIVE
ACTION
JURY TRIAL DEMANDED**

1. Failure to Provide Meal Periods;
2. Failure to Provide Paid Rest Periods;
3. Failure to Pay Wages;
4. Failure to Timely Pay Wages at Termination/Separation;
5. Failure to Timely Pay Vacation Wages at Termination;
6. Failure to Provide Accurate Wage Statements;
7. Failure to Reimburse Business Expenses;

8. Violation of Unfair Business Practices Act – Bus. & Prof. Code §§ 17200, *et seq.*; and
9. Penalties Pursuant to Private Attorneys General Act (“PAGA”)

Plaintiff EDGAR CIFUENTES (“Plaintiff”), on behalf of himself and all others similarly situated, based on information and belief, complains and alleges:

I.

INTRODUCTION

1. This class and representative action lawsuit arises out of the failure of Defendant WOODRIDGE CAPITAL PARTNERS, LLC and Defendant ARYA STAFFING SERVICES INC. (jointly referred here as “Defendant”) to provide meal periods at the proper intervals, to provide rest periods at the proper intervals, to pay all wages owed including overtime, to provide accurate wage statements, to pay all wages owed to terminated or separated employees in a timely manner, to pay all vacation pay owed to terminated or separated employees, and to reimburse employee business expenses.
2. Defendant employed Plaintiff during the applicable time period, utilizing consistent policies and procedures in violation of Labor Code §200, *et seq.*, Labor Code §500, *et seq.*, Labor Code §1194, *et seq.*, Labor Code §2800, *et seq.*, and the applicable Wage Orders issued by the California Industrial Welfare Commission.
3. Defendant Woodridge Capital Partners, LLC is engaged in the business of real estate investment and development. Defendant Arya Staffing Services Inc. is a staffing agency. Plaintiff was hired on or about June 2017, and separated on or about November 11, 2022. At all times during said employment, Plaintiff had a non-exempt classification. Plaintiff was employed by Defendant at the “Hyatt Regency Newport Beach” located at 1107 Jamboree Road in Newport Beach, California 92660.

- 1 4. At the time of his separation, Plaintiff was not paid all his wages, including all
2 accrued and vested vacation pay.
- 3 5. Plaintiff was also deprived of lawful meal and rest periods, not paid all wages
4 he was entitled to, and failed to receive accurate and compliant itemized wage
5 statements.
- 6 6. Defendant had a consistent policy of not paying wages for all hours worked,
7 including overtime and double time wages to the extent applicable, including
8 failing to calculate overtime and double time with respect to an employee's
9 regular rate of compensation.
- 10 7. Defendant had a consistent policy of requiring its employees, including
11 Plaintiff, to work through meal periods or work without a meal period for at
12 least five (5) hours of a shift and failing to pay such employees one (1) hour of
13 pay at the employees' regular rate of compensation for each workday that the
14 meal period was not provided or as required by California state wage and hour
15 laws.
- 16 8. Defendant had a consistent policy of failing to allow its employees, including
17 Plaintiff, rest periods for at least ten (10) minutes per four (4) hours, or a major
18 fraction worked, and failing to pay such employees one (1) hour of pay at their
19 regular rate of compensation for each workday that the rest period was not
20 provided, or other compensation, as required by California state and wage and
21 hour laws.
- 22 9. Defendant knowingly provided inaccurate wage statements to its
23 employees, including Plaintiff, that did not correctly include the correct wages,
24 including compensation for meal periods not provided and rest period not
25 authorized or permitted as required by California state wage and hour laws.
- 26 10. Defendant had a consistent policy of failing to pay its employees, including
27 Plaintiff, all wages including unpaid premium wages and accrued and vested
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1 vacation pay, due at the termination or separation, in violation of California
2 state wage and hour laws.

3 11. Defendants had a consistent policy of failing to reimburse their employees,
4 including Plaintiff, for all business expenses incurred in the discharge of their
5 duties.

6 12. Plaintiff, on behalf of himself and all Class Members, brings this action
7 pursuant to Lab. Code §§ 201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512, 1194,
8 1194.2, 2800, and 2802 seeking unpaid wages, penalties, equitable relief, and
9 reasonable attorneys' fees and costs.

10 13. Plaintiff, on behalf of himself and the putative class members, also brings
11 this action pursuant to Bus. & Prof. Code §§ 17200, *et seq.*, seeking injunctive
12 relief, restitution, and disgorgement of all benefits obtained by Defendant as a
13 result of Labor Code and applicable Wage Order violations.

14 14. Plaintiff, on behalf of the State of California, himself, and other similarly
15 aggrieved employees, also brings this action pursuant to California Private
16 Attorney General Act ("PAGA"), Cal. Lab. Code §2698, *et seq.* seeking unpaid
17 wages and other compensation, penalties, and reasonable attorneys' fees and
18 costs.

19 II.

20 JURISDICTION AND VENUE

21 15. Venue as to each defendant is proper in this judicial district, pursuant to
22 Code of Civil Procedure § 395. The County of Orange is the proper venue,
23 because work for Defendant was performed by Plaintiff and other class
24 members in the County of Orange and the legal obligations owed by Defendant
25 to Plaintiff and other class members were breached in the County of Orange.

26 16. The California Superior Court has jurisdiction in this matter, because Plaintiff is
27 a resident of California, Defendant is qualified to do business in California and
28 regularly conducts business in California.

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III.

THE PARTIES

17. Plaintiff EDGAR CIFUENTES is a resident of the State of California, and was employed by Defendant in Orange County from on or about June 2017 through on or about November 11, 2022.
18. Defendant WOODRIDGE CAPITAL PARTNERS, LLC was an active California Limited Liability Company Corporation at all times during the claims of Plaintiff and the putative class and was doing business in California.
19. Defendant ARYA STAFFING SERVICES INC. was an active California Limited Liability Company Corporation at all times during the claims of Plaintiff and the putative class and was doing business in California.
20. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged, of the defendants sued herein as Does 1 through 10, but he is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff will amend this First Amended Complaint to allege their true names and capacities when ascertained.
21. Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable to the other Defendants.

IV.

GENERAL ALLEGATIONS

22. At all times relevant here and as set forth in the following paragraphs of this First Amended Complaint, Defendant employed more than 100 people; and

1 Plaintiff and each member of the putative class was employed by Defendant,
2 and each of them, in the State of California.

- 3 23. The employees of Defendant have not been provided: uninterrupted thirty-
4 minute meal periods for work periods of more than five (5) hours per day;
5 second uninterrupted thirty-minute meal periods for work periods of more
6 than ten (10) hours per day; and have not been permitted to take ten-minute
7 (10) rest periods for work periods of four (4) hours or major fractions, pursuant
8 to the Labor Code, and applicable IWC Wage Orders.
- 9 24. Defendant failed to pay employees wages owed for all hours worked, including
10 overtime and double time hours as applicable, as well as failing to calculate any
11 overtime wages with respect to an employee's regular rate of compensation.
- 12 25. Defendant failed to pay Plaintiff and the members of his putative class upon
13 separation the wages earned and unpaid at the time of discharge, including
14 unpaid premium wages and accrued and vested vacation pay or "PTO."
- 15 26. Defendant failed to provide Plaintiff and the putative members of his class, at
16 the time of each payment of wages, an accurate itemized statement in writing,
17 showing the gross wages earned and/or paid, including premium wages owed
18 for failing to provide meal and/or rest periods at the proper intervals.
- 19 27. Defendants failed to fully reimburse Plaintiff and putative members of his class
20 for all their business-related expenditures. In violation of the Labor Code,
21 Plaintiff and putative members of his class did not receive indemnification for
22 all business-related expenditures.
- 23 28. Plaintiff asserts claims for relief on behalf of himself and other similarly
24 situated persons as a class action pursuant to Code of Civil Procedure § 382.
25 Plaintiff and all members of his putative class are described below with
26 specificity and fall in several categories of subclasses whose rights have been
27 violated under the law. Defendant has made no effort as of the filing of this
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1 First Amended Complaint to correct or remedy the violations of law specified
2 here.

3 V.

4 **CLASS ACTION ALLEGATIONS**

5 29. Plaintiff brings this action on behalf of himself and all other employees of
6 Defendant who are similarly-situated persons as a class action pursuant to
7 California Code of Civil Procedure § 382. There is a well-defined common
8 interest by and among Plaintiff and the putative class members, and it is
9 impractical to bring all those individuals before the court under separate,
10 different and repetitive actions. Plaintiff also reserves the right to amend or
11 modify the class descriptions set forth below in greater specificity or clarity if
12 required in the future in accordance with Rule 3.765 (b), California Rules of
13 Court. The class which Plaintiff seeks to represent is composed of and defined
14 as follows:

15 "Plaintiff Class" – All of Defendant's current and former non-exempt
16 employees who worked for Defendant in California, during the four
17 years before the filing of the Complaint through the time of class
18 certification.

19 30. Plaintiff seeks to certify the following subclasses of employees:

- 20 a) "Meal Period Subclass" – All members of Plaintiff Class who worked
21 each period exceeding five (5) hours without an uninterrupted, off
22 duty, thirty (30) minute meal period and/or periods in excess of ten (10)
23 hours without a second uninterrupted, off duty, thirty (30) minute
24 meal periods; and were not provided compensation of one hour's pay
25 at the employee's regular rate for each day that a meal period was not
26 provided.
- 27 b) "Rest Period Subclass" – All members of Plaintiff Class who worked
28 periods of four (4) hours or major fraction thereof without a duty free

1 rest period of at least 10-minutes and who were not compensated one
2 hour's pay at the employee's regular rate for each day that a rest period
3 was not permitted.

- 4 c) "Unpaid Wage Subclass" – All members of Plaintiff Class who were
5 not paid their minimum/actual wages, including any time that was
6 unlawfully rounded by Defendant or otherwise considered as off-the-
7 clock, as well as overtime wages for hours worked in excess of eight
8 hours per day at the one and a half rate (of an employee's regular rate
9 of pay) or at a double time rate (of an employee's regular rate of pay)
10 as applicable.
- 11 d) "Waiting Time Subclass" – All members of Plaintiff Class to whom
12 Defendant failed to pay all wages due to them upon termination or
13 resignation under Labor Code §§ 201-203.
- 14 e) "Vacation Pay Subclass" – All members of Plaintiff Class to whom
15 Defendant failed to pay all vacation wages owed, vested or agreed to
16 upon termination or resignation as required by Labor Code §227.3.
- 17 f) "Wage Statement Subclass" – All members of Plaintiff Class to whom
18 Defendant improperly failed to provide accurate itemized wage
19 statements under Labor Code §§ 226.
- 20 g) "Expense Reimbursement Subclass" – All members of Plaintiff Class to
21 whom Defendants failed to fully reimburse employee business
22 expenses as required by Labor Code §2802.
- 23 h) "UCL Subclass" – All members of the Meal Period, Rest Period,
24 Unpaid Wage, Waiting Time, Vacation Pay, Wage Statement, and
25 Expense Reimbursement Subclasses who were subject to unlawful,
26 illegal, unfair and/or deceptive business acts and practices by
27 Defendant and are entitled to disgorgement and restitution of unpaid
28 wages.

1 31. There is a well-defined community of interest among many persons who
2 comprise a readily ascertainable class:

- 3 a) Numerosity -The potential members of the Class and Subclasses as
4 defined here are so numerous that the individual joinder of all of them as
5 named plaintiffs is impracticable. The number of members of the Class
6 and Subclasses is unknown to Plaintiff. It is however estimated that the
7 members are more than 100 individuals, and their identities may readily
8 be ascertained from Defendant's records.
- 9 b) Typicality – The claims of Plaintiff are typical of the claims of all
10 members of the Class and Subclasses, who sustained similar damages
11 arising out of Defendant's common course of conduct in violation of law
12 as alleged.
- 13 c) Ascertainable Class – The proposed Class and Subclasses are
14 ascertainable as the members can readily be identified and located based
15 on the Defendant's payroll and personnel records.
- 16 d) Adequacy – Plaintiff is an adequate representative of the Class and
17 Subclasses: Plaintiff will fairly protect the interests of the members, he
18 has no interest adverse to the members, and he will vigorously pursue
19 this lawsuit on behalf of all the members of the Class and Subclasses.
20 Plaintiff's attorneys are competent, skilled and experienced in litigating
21 large employment law class actions.
- 22 e) Superiority - Class action treatment will allow a large number of
23 similarly situated persons to prosecute their common claims in a single
24 forum simultaneously, efficiently, and without the unnecessary
25 duplication of effort and expense that numerous individual actions
26 would require. Further, the monetary amounts due to many individual
27 members of the Class and Subclasses are likely to be relatively small, and
28 the burden and expense of individual litigation would make it difficult

1 or impossible for the members to seek and obtain relief. A class action
2 will serve an important public interest by permitting employees harmed
3 by Defendant's unlawful practices to effectively pursue recovery of the
4 sums owed to them.

- 5 f) Common Questions of Law and Fact – There are common questions of
6 law and fact as to the members of the Class and Subclasses which are
7 superior to questions affecting only individual members of the Class and
8 Subclasses. The common questions of law and fact may be summarized
9 as follows and if necessary will be refined with the progress of formal
10 discovery in the case:
- 11 g) Whether Defendant failed to provide members of Plaintiff Class who
12 ceased employment with Defendant all wages owed at the time of the
13 cessation of the employee-employer relationship?
- 14 h) Whether Defendant violated California law and applicable Wage Orders
15 by failing to provide Plaintiff Class members with paid ten-minute (10)
16 rest periods for each four hours worked?
- 17 i) Whether the remedy for an employer's failure to provide rest breaks as
18 required by law is a premium wage for hardship of missing a lawful rest
19 break?
- 20 j) Whether Defendant violated California law and applicable Wage Orders
21 by failing to provide Plaintiff Class members with thirty minute (30)
22 meal period for more than five hours of work?
- 23 k) Whether Defendant violated California law and applicable Wage Orders
24 by failing to provide members of Plaintiff Class with a second meal
25 period?
- 26 l) Whether the remedy for an employer's failure to provide meal period as
27 required by law is a premium wage for hardship of missing a lawful
28 meal period?

- 1 m) Whether Defendant violated California law, including the applicable
2 wage orders by failing to properly compensate Plaintiff Class members
3 for all hours worked, including overtime and double time hours as
4 applicable?
- 5 n) Whether Plaintiff Class is entitled to waiting time penalties under Labor
6 Code § 203?
- 7 o) Whether Defendant violated Labor Code §227.3 by its failure to provide
8 Plaintiff Class with all vacation wages or PTO owed, vested or agreed to
9 upon termination or separation?
- 10 p) Whether Defendant violated California law by its failure to provide
11 Plaintiff Class with accurate and itemized wage statements?
- 12 q) Whether Defendants have violated Labor Code §2802 by failing to
13 reimburse Plaintiff and the Plaintiff Class for all business expenses
14 incurred by them in direct consequence of the discharge of their duties?
- 15 r) Whether Defendant violated Business and Professions Code §§ 17200 et.
16 seq., Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512,
17 1194, 1194.2, 2800, 2802, and applicable Wage Orders which constitute
18 violations of the public policy?
- 19 s) Whether Plaintiff Class is entitled to an equitable relief in accordance
20 with Business and Professions Code §§ 17200 et. seq.
- 21 t) Whether Defendant's affirmative defenses, if any, raise common issues
22 of law and fact as to Plaintiff Class as a whole and/or Subclasses in
23 particular?

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VI.

FIRST CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIOD OR
COMPENSATION IN LIEU THEREOF

(Labor Code §§ 226.7, 512)

(By Plaintiff and Meal Period Subclass against Defendant)

32. Plaintiff incorporates paragraphs 1 through 31 of this First Amended Complaint as if fully alleged herein.

33. By its failure to provide thirty minute (30) uninterrupted meal period as well as second meal period, if applicable, to Plaintiff and members of Meal Period Subclass, Defendant willfully violated the provisions of Labor Code §§ 226.7, 512 and applicable IWC Wage Orders.

As a result of Defendant's unlawful conduct, Plaintiff and other members of the Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

VII.

SECOND CAUSE OF ACTION
FAILURE TO PROVIDE REST PERIODS OR
COMPENSATION IN LIEU THEREOF

(Labor Code § 226.7)

(By Plaintiff and Rest Period Subclass against Defendant)

34. Plaintiff incorporates paragraphs 1 through 31 of this First Amended Complaint as if fully alleged herein.

35. By its failure to provide ten-minute (10) rest periods for every four (4) hours of work or major fraction thereof per day to Plaintiff and Rest Period Subclass, Defendant willfully violated Labor Code § 226.7 and applicable Wage Orders.

36. As a result of Defendant's unlawful conduct, Plaintiff and other members of the Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

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VIII.

THIRD CAUSE OF ACTION

FAILURE TO PAY WAGES

(Labor Code §§ 204, 210, 510, 1194, 1194.2)

(By Plaintiff and the Unpaid Wage Subclass against Defendant)

37. Plaintiff incorporates paragraphs 1 through 31 of this First Amended Complaint as if fully alleged herein.

38. At all relevant times, Plaintiff and the other members of the Unpaid Wage Class were employees of Defendant covered by Labor Code §§ 204, 210, 510, 1194, 1194.2 and applicable Wage Orders, and they were entitled to receive minimum and overtime wages for all hours worked and liquidated damages equal to unlawfully unpaid minimum wages with interest.

39. Defendant has violated California law and the specified provisions of the Labor Code and applicable Wage Orders by its failure to pay all wages due in accordance, including minimum wages, wrongfully classified off-the-clock wages, overtime pay and double time pay as based on an employee's regular rate of compensation. Notably, any wages that were paid were not effectively paid within seven (7) days of the close of any applicable payroll period. As a result of Defendant's unlawful conduct, Plaintiff and other members of the Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

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IX.

FOURTH CAUSE OF ACTION

FAILURE TO PAY WAGES DUE AT TERMINATION

(Labor Code §§ 201, 202, 203)

(By Plaintiff and Waiting Time Subclass against Defendant)

40. Plaintiff incorporates paragraphs 1 through 31 of this First Amended Complaint as if fully alleged herein.

1 41. By its failure to timely pay Plaintiff and Waiting Time Subclass, Defendant
2 willfully violated the provisions of Labor Code §§ 201, 202, 203 and applicable
3 Wage Orders. Sec. 203 of Labor Code provides that if an employer willfully fails
4 to timely pay such wages, the employer must, as penalty, continue to pay the
5 employee's wages until the back wages are paid in full or an action is
6 commenced.

7 42. As a result of Defendant's unlawful conduct, Plaintiff and other members of the
8 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
9 below, and fully incorporated here as applicable.

10 X.

11 **FIFTH CAUSE OF ACTION**
12 **FAILURE TO PAY VACATION WAGES DUE AT TERMINATION**
13 **(Labor Code §227.3)**
14 **(By Plaintiff and Vacation Pay Subclass against Defendant)**

15 43. Plaintiff incorporates paragraphs 1 through 31 of this First Amended Complaint
16 as if fully alleged herein.

17 44. By its failure to timely pay Plaintiff and Vacation Pay Subclass, Defendant
18 willfully violated the provisions of Labor Code §227.3. Section 227.3 of Labor
19 Code provides that whenever a contract of employment or employer policy
20 provides for paid vacation, and an employee is terminated without having
21 taken off his or his vested vacation time, all vested vacation shall be paid to him
22 as wages at his or his final rate in accordance with such contract of employment
23 or employer policy respecting eligibility of time served; provided, however,
24 that an employment contract or employer policy shall not provide for forfeiture
25 of vested vacation time upon termination.

26 45. As a result of Defendant's unlawful conduct, Plaintiff and other members of the
27 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
28 below, and fully incorporated here as applicable.

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XI.

SIXTH CAUSE OF ACTION
FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS
(Labor Code §226)
(By Plaintiff and Wage Statement Subclass against Defendant)

46. Plaintiff incorporates paragraphs 1 through 31 of this First Amended Complaint as if fully alleged herein.
47. By its failure to provide accurate itemized wage statements, semimonthly or at the time of each payment of wages, Defendant willfully violated the provisions of Labor Code §226 and applicable Wage Orders.
48. As a result of Defendant's unlawful conduct, Plaintiff and other members of the Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

XII.

SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE ALL BUSINESS EXPENSES
(Labor Code §§2800, 2802)
(By Plaintiff and Expense Reimbursement Subclass against Defendants)

49. Plaintiff incorporates paragraphs 1 through 31 of this First Amended Complaint as if fully alleged herein.
50. Labor Code § 2800 provides, in pertinent part, "[a]n employer shall in all cases indemnify his employee for losses caused by the employer's want of ordinary care."
51. Labor Code § 2802 provides, in pertinent part, "[a]n employer shall indemnify his or his employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or his duties..."
52. Further, Labor Code § 2802 additionally provides, in pertinent part: "(c)...the term 'necessary expenditures or losses' shall include all reasonable costs,

1 including but not limited to, attorney's fees incurred by the employee enforcing
2 the rights granted by this section."

- 3 53. During the relevant time period, Defendants were required to reimburse
4 Plaintiff and class members for all expenditures or losses caused by the
5 employer's want of ordinary care and/or incurred in direct consequence of the
6 discharge of their duties, but failed to indemnify and reimburse Plaintiff and
7 class members in violation of Labor Codes §§ 2800 and 2802.
- 8 54. As a direct and proximate result, Plaintiff and class members have suffered, and
9 continue to suffer, substantial losses, related to the use and enjoyment of such
10 monies to be reimbursed, lost interest on such monies, and expenses and
11 attorney's fees in seeking to compel Defendants to fully perform their
12 obligations under California law, all of their damage in amounts according to
13 proof at the time of trial.

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15 **XIII.**

16 **EIGHTH CAUSE OF ACTION**
17 **VIOLATION OF UNFAIR BUSINESS PRACTICES ACT**
18 **(Bus. & Prof. Code §§ 17200, *et seq.*)**
19 **(By Plaintiff, Plaintiff Class and All Subclasses against Defendant)**

- 20 55. Plaintiff incorporates paragraphs 1 through 54 of this First Amended Complaint
21 as if fully alleged herein.
- 22 56. The alleged unlawful conduct of Defendant constitutes unfair competition
23 pursuant to Business and Professions Code §§ 17200 *et seq.*, and this cause of
24 action is brought as a cumulative remedy under Bus. & Prof. Code § 17205 for
25 the time period starting four (4) years before the filing of the Complaint.
- 26 57. As a result, Plaintiff and other members of Plaintiff Class and Subclasses have
27 suffered injury in fact and lost money or property. Plaintiff and said members
28 have been deprived of their rights as set forth in this First Amended Complaint,
including, but not limited to, payment of minimum and/or actual wages for all

1 hours worked.

2 58. Pursuant to Business and Professions Code § 17203, Plaintiff and other
3 members of Plaintiff Class and Subclasses are entitled to restitution of all wages
4 owed to them under the Labor Code, and interest thereon, in which they had a
5 property interest, which Defendant failed to pay to them but withheld and
6 retained for itself. Restitution of the money owed to Plaintiff, Plaintiff Class and
7 Subclasses is necessary to prevent Defendant from becoming unjustly enriched
8 by its failure to comply with the Labor Code provisions.

9 59. Plaintiff and members of Plaintiff Class and Subclasses are entitled to recover
10 reasonable attorney's fees in connection with their unfair competition claims
11 pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine
12 and/or the common fund doctrine.

13 60. Plaintiff requests the court to issue a preliminary and permanent injunction
14 prohibiting defendants from committing the Labor Code and applicable Wage
15 Order violations set forth in this First Amended Complaint, and Plaintiff and
16 the members of Plaintiff Class and Subclasses have suffered further damages as
17 articulated in the Prayer for Relief, set forth below, also incorporated here fully
18 as applicable.

19 **XIV.**

20 **NINTH CAUSE OF ACTION**

21 **VIOLATION OF CALIFORNIA'S PRIVATE ATTORNEY GENERAL ACT**

22 **(LABOR CODE § 2699 *et seq.*)**

23 **(By Plaintiff and Aggrieved Employees Against Defendant)**

24 61. Plaintiff incorporates paragraphs 1 through 60 of this First Amended Complaint
25 as if fully alleged herein.

26 62. Under the Private Attorney General Act, Labor Code §§ 2698-99 ("PAGA"),
27 private parties may recover civil penalties for violations of the California Labor
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1 Code. PAGA penalties are in addition to any other relief available under the
2 Labor Code.

3 63. As set forth above, Defendant violated the California Labor Code by
4 consistently failing to employ Plaintiff and other similarly situated employees
5 in compliance with California law.

6 64. Plaintiff provided written notice by certified mail to Defendant on April 21,
7 2023, and electronic notice thereafter to the State Labor & Workforce
8 Development Agency ("LWDA"), of the legal claims and theories of this case.
9 To date, and after 65 days from the date of mailing of notice, the LWDA has not
10 notified Plaintiff that the LWDA intends to exercise jurisdiction over the claim
11 for civil penalties under the PAGA. Accordingly, Plaintiff exhausted
12 administrative remedies as required by Labor Code § 2699.3. Plaintiff's PAGA
13 claim was assigned case number LWDA-CM-950142-23 by the LWDA.
14 Appended hereto is a copy of the notice communicated by Plaintiff.
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16 65. Under the PAGA, Plaintiff and all other aggrieved employees are entitled to
17 recover the maximum civil penalties permitted by law from Defendant for the
18 violations of Labor Code alleged in this First Amended Complaint and the
19 notice communicated by Plaintiff.

20 66. Plaintiff and all other aggrieved employees are also entitled to recover their
21 attorneys' fees and costs under Labor Code § 2699.

22 **XV.**

23 **PRAYER FOR RELIEF**

24 **WHEREFORE**, on behalf of himself and all others similarly situated, Plaintiff
25 prays for relief and judgment against Defendant as follows:

26 A. An order certifying that Plaintiff may pursue his claims as a class action
27 under Section 382 of the Code of Civil Procedure; and it is further requested that
28 Plaintiff Class and each Plaintiff Subclass be certified;

- 1 B. An order appointing Plaintiff as Class representative;
2 C. An order appointing Plaintiff's counsel as Class counsel;
3 D. Disgorgement of Defendant's wrongfully obtained profits and restitution
4 of unpaid wages under Business and Professions Code §§ 17203, 17204;
5 E. Damages for unpaid additional compensation for failing to provide
6 timely or uninterrupted or lawful meal periods and rest periods;
7 F. Damages for unpaid minimum wages under Labor Code § 1194;
8 G. Liquidated damages under Labor Code § 1194.2;
9 H. Statutory penalties under Labor Code § 210;
10 I. Statutory penalties under Labor Code § 226(e);
11 J. Damages for unpaid penalty wages under Labor Code § 203;
12 K. Reimbursement of business expenses under Labor Code § 2802;
13 L. Damages for unpaid vacation wages at the time of discharge under
14 Labor Code § 227.3;
15 M. Reasonable attorney's fees and costs pursuant to statute, including, but
16 not limited to Labor Code § 218.5 and Code of Civ. Proc. § 1021.5;
17 N. Enjoinment of Defendant from further acts of unfair competition and
18 continuous violations of the Labor Code and applicable Wage Orders;
19 O. Civil penalties under Labor Code Section 2699 (75% payable to the
20 LWDA and 25% payable to aggrieved employees); and
21 P. For such other relief that the Court may deem just and proper, including
22 prejudgment interest and costs.
23

24 DATED: Aug. 2, 2023

MOORADIAN LAW, APC

25
26 By: 

27 Zorik Mooradian,
Haik Hacopian,

28 Attorneys for Plaintiff and the putative class

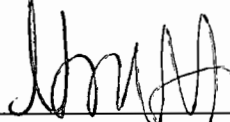
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DEMAND FOR A JURY TRIAL

Plaintiff EDGAR CIFUENTES hereby demands a jury trial in the above case.

DATED: Aug. 2, 2023

MOORADIAN LAW, APC

By: 

Zorik Mooradian,
Haik Hacopian,
Attorneys for Plaintiff and the putative class

MOORADIAN LAW, APC
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Calabasas, California 91302
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Facsimile 1-888-783-1030

HAIK HACOPIAN

E-mail: haik@mooradianlaw.com

APRIL 21, 2023

VIA USPS CERTIFIED MAIL

Woodridge Capital Partners, LLC
1999 Avenue of the Stars
Los Angeles, CA 90067
7022 1670 0001 3547 3367

Agent for Service of Process for
Woodridge Capital Partners, LLC
1505 Corporation 538
CSC – Lawyers Incorporating Service
2710 Gateway Oaks Dr., Suite 150N
Sacramento, CA 95833
7022 1670 0001 3547 3350

VIA ONLINE SUBMISSION

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814
www.dir.ca.gov

Re: *California Wage & Hour Violations*
Woodridge Capital Partners, LLC

To Whom It May Concern:

This office represents Edgar Cifuentes with respect to Private Attorneys General Act (“PAGA”) claims that he intends to pursue against Woodridge Capital Partners, LLC (“Woodridge”) based upon its illegal wage and hour practices in the State of California as to its non-exempt employees. This letter constitutes the notice required by Labor Code Section 2699.3.

Facts

Woodridge is engaged in the business of real estate investment and development. Mr. Cifuentes worked as a non-exempt hourly employee of Woodridge at the Hyatt Regency Newport Beach. Woodridge employs numerous non-exempt, hourly paid employees such as Mr. Cifuentes in California. Unfortunately, Woodridge has engaged in the following practices:

Failure to Pay Wages

Woodridge failed to pay employees for all hours worked, including any overtime and double time, primarily due to improper time tracking and work off-the-clock. Additionally, Employees also did not receive net 30-minute meal breaks due to remaining on duty or being interrupted before completing a meal break.

The above practices resulted in the underpayment of wages to employees, including underpayment of overtime and double-time to the extent applicable.

Failure to Provide Sick Leave and COVID-19 Supplemental Paid Sick Leave

Woodridge, as a private employer with 26 or more employees, was required to provide COVID-19 Supplemental Paid Sick Leave to employees who were unable to work or telework due to various reasons including: being subject to a quarantine or isolation period related to COVID-19, being advised by a healthcare provider to quarantine due to COVID-19, experiencing COVID-19 symptoms and seeking a medical diagnosis, caring for a family member who was subject to quarantine or isolation due to COVID-19, or attending a vaccine appointment or unable to work due to vaccine-related side effects. Woodridge, however, failed to provide employees with sick leave and supplemental paid sick leave.

Meal Breaks

Woodridge engages in the practice of not allowing mandated meal breaks and not compensating employees for any missed, late, or short meal breaks. Employees did not receive premium pay for any missed, late, or short meal period. Notably, any meal breaks taken were not at least a net thirty (30) minutes in duration on account of the time tracking process and factors identified above. Further, and in relation to meal breaks, Woodridge engaged in the practice of auto-deducting meal costs even to the extent an employee did not request a meal.

Rest Breaks

Woodridge engages in the practice of not allowing mandated rest breaks and not compensating employees for any missed, late, or short rest breaks. Employees did not receive premium pay for these missed rest breaks.

Waiting Time

At the time of an employee's separation (whether it be by termination or resignation) Woodridge has failed to provide the employee with all monies owed, including meal break premiums, rest break premiums, and unpaid wages for work performed, including overtime and

double-time wages to the extent applicable. Notably, as to undisputed final wages owed to Mr. Cifuentes at termination, he had to wait until the next payday to receive these wages.

Noncompliant Wage Statements

Woodridge has adopted a custom and practice of failing to provide compliant wage statements including those which fail to reflect all hours worked during any pay period, whether or not employees received all wages entitled to, including meal and rest break premiums and sick leave.

Failure to Fully Reimburse Employee Expenses

Woodridge required that employees use their own tools and equipment to carry out their job duties but never provided reimbursement to employees for related expenses.

Failure to Maintain Records

Woodridge further failed to maintain Mr. Cifuentes' and other aggrieved employees' payroll records showing the hours worked daily and the wages paid pursuant to Labor Code §1174.

Additional Penalties

Mr. Cifuentes and all other similarly aggrieved employees intend to seek all available civil penalties for the violations described above.

Code Provisions Violated and Legal Theories

The specific provisions of the California Labor Code which Woodridge has violated, and applicable legal theories which establish the violations, are as follows:

Labor Code Section 201: Woodridge violated, and continues to violate, Labor Code Section 201 by failing to pay the employees it has discharged the complete and correct amount of all wages owing at the time of termination. The wages earned but not paid at termination include uncompensated work time, including overtime and double-time as applicable, and premium wages for missed meal and rest breaks.

Labor Code Section 202: Woodridge violated, and continues to violate, Labor Code Section 202 by failing to pay employees who quit the correct amount of all wages, within 72 hours of the termination. As already stated, the wages earned but not paid at termination include the above.

Labor Code Section 203: Woodridge violated, and continues to violate, Labor Code Section 203 by failing to pay 30 days of continuing wages to employees owed wages (explained above) whose employment ended.

Labor Code Sections 204 and 210: Woodridge violated, and continues to violate, Labor Code Sections 204 and 210 by failing to pay wages to employees for all hours worked as explained above including failing timely pay regular wages after the close of applicable payroll periods.

Labor Code Section 226: Woodridge violated, and continues to violate, Labor Code Section 226(a) by failing to provide employees with accurate and compliant itemized wage statements.

Labor Code Section 226.7: Woodridge violated, and continues to violate, Labor Code Section 226.7 by failing to provide meal periods and/or rest periods that are in accordance and in compliance with the IWC's applicable wage order.

Labor Code Sections 246, 247, 248.2, and 248.6: Woodridge violated, and continues to violate, Labor Code Sections 246, 247, 248.2, and 248.6 by failing to provide sick leave and COVID-19 Supplemental Paid Sick Leave to employees.

Labor Code Section 510: Woodridge violated, and continues to violate, Labor Code Section 510 by failing to pay minimum wage or overtime compensation required by law including failing to calculate overtime and doubletime wages in accordance with employees' regular rate of pay.

Labor Code Section 512: Woodridge violated, and continues to violate, Labor Code Section 512 by not providing employees with legally compliant meal periods.

Labor Code Sections 1174 and 1174.5: Woodridge violated, and continues to violate, Labor Code Section 1174 by failing to maintain employees' payroll records showing the hours worked daily and the wages paid.

Labor Code Section 1194: Woodridge violated, and continues to violate, Labor Code Section 1194 by failing to pay employees minimum wage and overtime compensation required by law.

Labor Code Sections 1197 and 1197.1: Woodridge violated, and continues to violate, Labor Code Section 1197 by failing to pay employees a wage less than the minimum fixed by an applicable state or local law.

Labor Code Section 2802: Woodridge violated and continues to violate, Labor Code Section 2802 by failing to indemnify employees for all necessary expenditures or losses incurred by employees in direct consequence of the discharge of their duties.

Conclusion

Please inform us if you intend to investigate this matter. We look forward to prompt administrative action so that the identified unlawful practices can be rectified. In the absence of such action, we may file an appropriate action, pursuant to Labor Code Section 2698 *et seq.* Mr. Cifuentes and all other similarly aggrieved employees intend to seek all penalties for the violations described above. Should you require any additional information, do not hesitate to contact the undersigned.

Very truly yours,
MOORADIAN LAW, APC

/s/ Haik Hacopian

HAIK HACOPIAN

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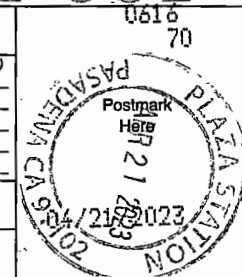
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Sent To **WOODRIDGE CAPITAL PARTNERS, LLC**
 Street and Apt. No., or PO Box No. **1944 Avenue of the Stars**
 City, State, ZIP+4® **LOS ANGELES, CA 90067**

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

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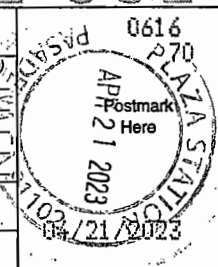
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 Street and Apt. No., or PO Box No. **2710 GATEWAY OAKS DRIVE, SUITE 150N**
 City, State, ZIP+4® **SACRAMENTO, CA 95833**

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



Haik Hacopian <haik.hacopian@gmail.com>

Thank you for submission of your PAGA Case.

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "haik.hacopian@gmail.com" <haik.hacopian@gmail.com>

Fri, Apr 21, 2023 at 4:38 PM

4/21/2023

LWDA Case No. LWDA-CM-950142-23
Law Firm : Mooradian Law, APC
Plaintiff Name : Edgar Cifuentes
Employer: Woodridge Capital Partners, LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm