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Attorney for PLAINTIFF,
JAIRO ANTONIO ALGUERA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR
THE COUNTY OF LOS ANGELES – ALHAMBRA COURTHOUSE**

JAIRO ANTONIO ALGUERA, an individual, on
behalf of himself, other current and former
AGGRIEVED EMPLOYEES, and the State of
California, as a private attorneys general,

Plaintiff,

vs.

J.P. ALLEN, INC., a California corporation
D/B/A Glendale Express and Hotel Burbank; J.P.
ALLEN COMPANY, LLC., a California limited
liability company D/B/A Glendale Express and
Hotel Burbank; OH SO ORIGINAL, INC., a
California corporation D/B/A Glendale Express
and Hotel Burbank; SHARON CROWN, an
individual; MIKE CROWN, an individual;
MARK CRIGLER, an individual; VICTORIA
CROWN A/K/A VICTORIA CRIGLER, an
individual; and DOES 1 through 25, Inclusive,

Defendants.

Case No. 23GDCV02306

**FIRST AMENDED COMPLAINT FOR
DAMAGES FOR:**

1. Violations of *Cal. Labor Code* §§ 1194 & 1194.2
2. Violations of *Cal. Labor Code* § 510
3. Violations of *Cal. Labor Code* § 226.7
4. Violations of *Cal. Labor Code* §§ 512 & 226.7
5. Violations of *Cal. Labor Code* §§ 204 & 210
6. Violations of *Cal. Labor Code* § 226
7. Violations of *Cal. Labor Code* § 2802
8. Violations of *Cal. Labor Code* § 203
9. Violations of *Cal. Bus. & Prof. Code* § 17200
10. Violations of *Cal. Labor Code* § 2698, *et. seq.*

[Assigned for all purposes before the Honorable Sarah J. Heidel, Judge, Superior Court for the County of Los Angeles, Alhambra Courthouse, Dept. V]

1 Plaintiff JAIRO ANTONIO ALGUERA (hereinafter individually referred to as
2 “PLAINTIFF”), on behalf of (1) himself as an AGGRIEVED EMPLOYEE, (2) other current and
3 former AGGRIEVED EMPLOYEES, and (3) the State of California as a private attorneys general,
4 under the Labor Code Private Attorneys General Act of 2004, *California Labor Code* section 2698,
5 *et seq.* hereby alleges and states as follows:

6
7 **PARTIES**

- 8 1. At all times relevant herein, Defendants J.P. ALLEN, INC., J.P. ALLEN COMPANY, LLC.,
9 OH SO ORIGINAL, INC. and DOES 1 through 25 (hereinafter collectively referred to as
10 “ENTITY DEFENDANTS”) was/were and is/are California corporation(s) or limited liability
11 company(ies) incorporated in and doing business in the State of California, County of Los
12 Angeles as Glendale Express and Hotel Burbank.
- 13 2. At all times relevant herein, Defendant SHARON CROWN (hereinafter referred to as
14 “DEFENDANT S. CROWN”) is/was a/the manager, supervisor, CEO, CFO, Director, Secretary
15 and Agent for Service of Process for ENTITY DEFENDANTS, acting within a supervisory
16 and/or managerial role, in State of California, County of Los Angeles.
- 17 3. PLAINTIFF is informed and believes, and therefore alleges, that DEFENDANT S. CROWN
18 was and is a “managing and/or supervisory agent” of ENTITY DEFENDANTS, as the term was
19 defined by the California Supreme Court in *White v. Ultramar, Inc.* (1999) 21 Cal.4th 563 and
20 Section 3294 of the Code Civil Procedure.
- 21 4. At all times relevant herein, Defendant MIKE CROWN (hereinafter referred to as
22 “DEFENDANT M. CROWN”) is/was a/the manager, supervisor, CEO, CFO, Director,
23 Secretary and Agent for Service of Process for ENTITY DEFENDANTS, acting within a
24 supervisory and/or managerial role, in State of California, County of Los Angeles.
- 25 5. PLAINTIFF is informed and believes, and therefore alleges, that DEFENDANT M. CROWN
26 was and is a “managing and/or supervisory agent” of ENTITY DEFENDANTS, as the term was
27 defined by the California Supreme Court in *White v. Ultramar, Inc.* (1999) 21 Cal.4th 563 and
28 Section 3294 of the Code Civil Procedure.

- 1 6. At all times relevant herein, Defendant MARK CRIGLER (hereinafter referred to as
2 “DEFENDANT M. CRIGLER”) is/was a/the manager, supervisor, CEO, CFO, Director,
3 Secretary and Agent for Service of Process for ENTITY DEFENDANTS, acting within a
4 supervisory and/or managerial role, in State of California, County of Los Angeles.
- 5 7. PLAINTIFF is informed and believes, and therefore alleges, that DEFENDANT M. CRIGLER
6 was and is a “managing and/or supervisory agent” of ENTITY DEFENDANTS, as the term was
7 defined by the California Supreme Court in *White v. Ultramar, Inc.* (1999) 21 Cal.4th 563 and
8 Section 3294 of the Code Civil Procedure.
- 9 8. At all times relevant herein, Defendant VICTORIA CROWN A/K/A VICTORIA CRIGLER
10 (hereinafter referred to as “DEFENDANT V. CRIGLER”) is/was a/the manager, supervisor,
11 CEO, CFO, Director, Secretary and Agent for Service of Process for ENTITY DEFENDANTS,
12 acting within a supervisory and/or managerial role, in State of California, County of Los
13 Angeles.
- 14 9. PLAINTIFF is informed and believes, and therefore alleges, that DEFENDANT V. CRIGLER
15 was and is a “managing and/or supervisory agent” of ENTITY DEFENDANTS, as the term was
16 defined by the California Supreme Court in *White v. Ultramar, Inc.* (1999) 21 Cal.4th 563 and
17 Section 3294 of the Code Civil Procedure.
- 18 10. Hereinafter, DEFENDANT S. CROWN, DEFENDANT M. CROWN, DEFENDANT M.
19 CRIGLER, DEFENDANT V. CRIGLER and DOES 1 through 25 are collectively referred to as
20 “INDIVIDUAL DEFENDANTS.”
- 21 11. Hereinafter, ENTITY DEFENDANTS, INDIVIDUAL DEFENDANTS and DOES 1 through
22 25 are collectively referred to as “DEFENDANTS.”
- 23 12. At all times relevant herein, PLAINTIFF was employed by and worked for DEFENDANTS,
24 and each of them, in the State of California, County of Los Angeles.
- 25 13. Hereinafter, any and all of DEFENDANTS’ current and former non-exempt California
26 employees, including PLAINTIFF, working at, for, or out of any and all of DEFENDANTS’
27 California hotels and apartment locations are collectively referred to as “AGGRIEVED
28 EMPLOYEES.”

1 14. The true names and capacities, whether individual, corporate, associate, or otherwise, of
2 DEFENDANTS named herein as DOES 1 through 25, Inclusive, and each of them, are
3 unknown to PLAINTIFF, who therefore bring this action against said DEFENDANTS by their
4 fictitious names pursuant to *Cal. Code Civ. Pro.* § 474.

5 15. PLAINTIFF therefore seeks leave to amend this Complaint to include the true names and
6 capacities of said DOE DEFENDANTS(s) in the event that identification of such DOE parties is
7 ascertained.

8 16. PLAINTIFF is informed and believe and based thereupon allege that at all relevant times herein
9 mentioned each of the DEFENDANTS and DOES 1 through 25, inclusive, were the agents,
10 servants and/or employees, partner, predecessor-in-interest, successor-in-interest, beneficiary,
11 executor, fictitious business name, trustee, subsidiary, related/affiliated entity, assignee,
12 assignor, legal representative, general administrator, member, co-conspirator, and/or joint
13 venturer or occupied other relationships with each of the other named DEFENDANTS and at
14 all times herein mentioned acted within the course and scope of said agency and/or employment
15 and/or other relationship and each other DEFENDANTS have ratified, consented to, had actual
16 and/or constructive knowledge of, was bound by, approved or, and/or failed to prevent the acts
17 of their agents, employees, predecessor-in-interest, successor-in-interest, trustees, trustors,
18 and/or representatives, and that each actively, passively, acquiesced, participated in, allowed,
19 aided and abetted, assisted, acted, or failed to act, with one another in the commission of the
20 wrongdoing alleged in this Complaint.

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22 **JURISDICTION AND VENUE**

23 17. PLAINTIFF re-alleges and incorporates by reference all preceding paragraphs as though fully
24 set forth herein.

25 18. The above-captioned Court has jurisdiction over the subject matter of this action and has
26 personal jurisdiction over DEFENDANTS, which: (1) conduct business in the State of
27 California; (2) hires and maintains employees in the State of California; and (3) avails
28 itself/themselves of the protection of the laws of the State of California.

19. Venue in the above-captioned Court is proper because DEFENDANTS committed the acts complained of herein in Los Angeles County and DEFENDANTS' place of business is located in the County of Los Angeles.

FACTUAL ALLEGATIONS

20. PLAINTIFF re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

21. DEFENDANTS own and operate hotels and apartment buildings in the state of California, County of Los Angeles.

22. DEFENDANTS' first hotel is Hotel Burbank (150 E. Angeleno Ave., Burbank, CA 91502). At Hotel Burbank, "[e]veryday adventure-seekers and bright-minded movers and shakers are always welcome. In the heart of Downtown Burbank, discover a place to revitalize your vision and find your people. We've got what you need to stretch out, hustle hard, and live your California dream, always at full luminosity." (<https://oso.co/locations/hotel-burbank/>.) And "whether you have four or four hundred attendees, Hotel Burbank's meeting spaces can be configured to your needs. All venues offer high-speed internet. along with a number of setups for video calls, conferences, training, etcetera." (<https://oso.co/meet-gather/>.) One can download a detailed property event PDF featuring, *inter alia*, Hotel Burbank has 22 meeting rooms, 30,000 square feet of total meeting space, with the largest room having a 400 person capacity.

23. Additionally, located on the lobby level of Hotel Burbank is Burbank Café, "[s]erving three squares a day, plus snacks, the Burbank Café has everything you need to fuel up for a day or night of adventure—from coffee to fully-loaded burgers—for dine-in or grab-and-go." (<https://oso.co/eat-drink/burbank-cafe/>). DEFENDANTS' website boasts: "Oh So Good, Clean Food: we serve real food for real people, sourced locally."

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24. DEFENDANTS' second hotel is Glendale Express (450 W. Pioneer Dr., Glendale, CA 91203). "Glendale Express is practical lodging with pluck. Always a big personality with an easy smile, Express offers perpetual motion and access to local vibe so you and yours can move fast, live fun." (<https://oso.co/locations/glendale-express/>.)
25. Glendale Express' five meeting spaces, covering 2,800+ square feet allows its users/clientele to "[u]nite great minds in spaces crafted for collaboration, inspiration, and connection. Bold moves, big deals, and bright ideas happen here." (<https://oso.co/meet-gather/>.)
26. "Get to know [Glendale Express] even better at expresshotels.com." A viewer following this link is: "WELCOME[D] TO THE FLIPSIDE." "At Glendale Express, we put all of LA at your fingertips, with a behind-the-scenes point of view. From here, the center of the world is within reach, but so are all its adventurous fringes. So whatever fame or fortune you seek, we'll help you get there. Excuse the dust, but with our new look and new name, Glendale Express is in the middle of upgrading absolutely everything. Yes, we mean everything. When the renovations are complete and the dust (literally) settles in 2021, Glendale Express will offer guests the best 3 star boutique hotel this side of the Hollywood sign, with easy access to some of the most iconic places, destinations, and events in Los Angeles." (https://expresshotels.com/glendale/?_gl=1%2altplday%2a_gcl_aw%2aR0NMLjE2OTI5MDU5NTMuQ2owS0NRandfNXVuQmhDTUFSSXNBQ1p5elMzTWR3S2dTbUNFbC04MWxNMFfQdEdUOTBKazllSHQtblNzUXc4MW50MTMydlg0T29WUWtGTWFBcjRxRUFMd193Y0I.%2a_gcl_au%2aMTIxMTYwNjYyLjE2OTI5MDU5NDk.) A guest brochure is also made available at this link.
27. Teeming with ambition, DEFENDANTS have four (4) other Los Angeles County hotels coming soon: "Mural" and "Channel 01" in Burbank, and "Premise" and "Freestyle" in Glendale.
28. In addition to the above-detailed exiting and soon coming hotels, DEFENDANTS also own and operate fifteen or so apartment complexes in the Los Angeles area. Two (2) of these apartment complexes are in Glendale; one directly across the street from Glendale Express, the other a few blocks up the road.

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1 29. PLAINTIFF was hired by the highly ambitious DEFENDANTS in or around June 2021, and
2 assigned the title of “operations manager,” for Glendale Express, cloaking him with exempt
3 status, thus, stripping him of the various protections and benefits enumerated in the *California*
4 *Labor Code* and applicable IWC Wage Order.

5 30. PLAINTIFF quickly learned his title was fiction. DEFENDANTS’ robust ambitions of
6 delivering hipster venues dwarfed its willingness to acquire sufficient staffing. The rocky
7 marriage of DEFENDANTS’ hipster ambition and staffing shortage welcomes/d the real
8 “FLIPside;” the vast majority of PLAINTIFF’s day-to-day duties and tasks were non-
9 managerial in nature. PLAINTIFF was a “manager” by name, but a non-exempt general laborer
10 in action. Despite this reality, DEFENDANTS paid/treated PLAINTIFF as if he were exempt.

11 31. During the first eight (8) or so months of his employment with DEFENDANTS, PLAINTIFF
12 estimates that no less than fifty percent (50%) of his working time was spent performing non-
13 managerial tasks. During the final six (6) or so months of his employment with
14 DEFENDANTS, PLAINTIFF estimates that no less than eighty-five percent (85%) of his
15 working time was spent performing non-managerial tasks, *e.g.*, filling in staffing vacancies and
16 unclaimed shifts, including entire shifts at the front counter, running errands to and from and
17 between Burbank Hotel, Glendale Express and DEFENDANTS’ Glendale apartment properties,
18 taking service/maintenance/general calls and performing other various and one-off tasks well
19 outside the scope of his position at Glendale Express for all the properties.

20 32. PLAINTIFF was also required to perform non-managerial tasks on his days off, *e.g.*, picking up
21 and delivery orders/supplies, and the aforementioned taking service/maintenance/general calls
22 for DEFENDANTS’ apartment complexes.

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1 33. DEFENDANTS never paid PLAINTIFF for the non-managerial work he performed on his days
2 off; thus, DEFENDANTS failed to pay PLAINTIFF California's then prevailing minimum
3 wage. During the entirety of PLAINTIFF's employment, he worked twelve (12) to sixteen (16)
4 hour shifts. And when these shifts were comprised of PLAINTIFF performing non-managerial
5 duties, DEFENDANTS failed to (1) pay PLAINTIFF all lawful overtime wages he earned, (2)
6 provide him with timely, uninterrupted meal and rest periods to which he was entitled, and (3)
7 pay PLAINTIFF one hour at his regular rate of pay for failing to provide him meal and rest
8 periods.

9 34. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS require certain
10 of the AGGRIEVED EMPLOYEES to be pulled off their tasks at Glendale Express to work
11 for/perform tasks and duties for DEFENDANTS' apartment complexes without proper and
12 lawful compensation from the appropriate entity(ies).

13 35. PLAINTIFF is also informed and believes and thereon alleges that based on short staffing, and
14 pulling employees from hotels to work on apartment complexes, DEFENDANTS fail to provide
15 the AGGRIEVED EMPLOYEES with all timely, uninterrupted meal and rest periods to which
16 they are entitled. In fact, PLAINTIFF is aware of DEFENDANTS' practice of editing the
17 AGGRIEVED EMPLOYEES' timekeeping records/punches so as to cover-up not provided,
18 untimely and/or shortened breaks. Of course, when lawful meal and rest periods are not made
19 available to the AGGRIEVED EMPLOYEES, DEFENDANTS fail to pay them one hour at
20 their regular rate of pay.

21 36. Because of DEFENDANTS willfully failing to pay PLAINTIFF and the AGGRIEVED
22 EMPLOYEES all their herein-detailed earned but unpaid wages, as well as, the unpaid meal and
23 rest period penalties, DEFENDANTS also willfully fails to pay them all wages they earn twice
24 during each calendar month, as well as, all wages owing within the statutorily required time,
25 and place, after any one of the AGGRIEVED EMPLOYEES' resignation, or termination from
26 employment.

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1 37. Also resulting from DEFENDANTS' willful failure to pay PLAINTIFF and the AGGRIEVED
2 EMPLOYEES all wages and penalties earned, including based on off-the-clock work and/or
3 timekeeping edits, as well as, the work performed outside of Glendale Express, DEFENDANTS
4 also failed/fail to furnish PLAINTIFF and all AGGRIEVED EMPLOYEES accurate itemized
5 wage statements. Specifically, statements that DEFENDANTS furnish/ed to PLAINTIFF and
6 all AGGRIEVED EMPLOYEES' fail to accurately show/evidence/contain/include (a) all hours
7 worked, (b) gross and net wages earned, and (c) the name and address of the employer.

8 38. Further resulting from, and necessary to conceal DEFENDANTS' herein-detailed unlawful
9 company-wide policies, DEFENDANTS failed/fails to keep payroll records showing
10 PLAINTIFF and all AGGRIEVED EMPLOYEES' accurate hours worked, and wages
11 earned/paid.

12 39. During all times relevant, PLAINTIFF and all AGGRIEVED EMPLOYEES are and were
13 incurring expenses discharging their duties for, and/or at the direction of DEFENDANTS.
14 Specifically, DEFENDANTS require/ed PLAINTIFF and all AGGRIEVED EMPLOYEES to
15 incur business expenses carrying out their employment duties for, including but not limited to,
16 (1) using their personal cellular phone services for texting, and calling while at work and while
17 off-duty, (2) using their personal automobiles for errands to and from DEFENDANTS' various
18 locations, (3) purchasing supplies and food for the locations and staff, and (4) use of home
19 internet service. Further, DEFENDANTS fail/ed to pay PLAINTIFF and all AGGRIEVED
20 EMPLOYEES the IRS's then prevailing mileage reimbursement per mile they drove their
21 personal automobiles. Despite PLAINTIFF and all AGGRIEVED EMPLOYEES incurring no
22 less than the preceding business expenditures, DEFENDANTS never reimburse/d them for the
23 same.

24 40. Because DEFENDANTS willfully failed to pay PLAINTIFF all his herein-detailed earned but
25 unpaid wages, as well as, the unpaid meal and rest period penalties, DEFENDANTS also
26 willfully failed to pay him all wages he earned twice during each calendar month.

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1 41. Similarly, because DEFENDANTS willfully failed to pay PLAINTIFF and the AGGRIEVED
2 EMPLOYEES all their herein-detailed earned but unpaid wages, as well as, the unpaid meal and
3 rest period penalties, DEFENDANTS (a) willfully failed to pay PLAINTIFF all wages at the
4 time and place DEFENDANTS terminated PLAINTIFF, and (b) willfully fail/failed to pay all
5 wages owing within the statutorily required time, and place, after any one of the AGGRIEVED
6 EMPLOYEES' resignation, or termination from employment.

7 42. All the herein-detailed violations of the *California Labor Code* and applicable IWC Wage
8 order, *i.e.*, *California Code of Regulations* tit. 8 Section 11050, were/are violated, or were/are
9 caused to be violated by the INDIVIDUAL DEFENDANTS, the natural persons,
10 DEFENDANT S. CROWN, DEFENDANT M. CROWN, DEFENDANT M. CRIGLER, and
11 DEFENDANT V. CRIGLER who, as the owners, directors, officers, CFOs, CEOs, and
12 managing agents of ENTITY DEFENDANTS, control/led all conditions of employment,
13 including wages and hours for PLAINTIFF and any and all AGGRIEVED EMPLOYEES.

14 43. IWC Wage Order Number 5-2001 for Public Housekeeping Industry and *California Code of*
15 *Regulations* tit. 8 Section 11050 (hereinafter collectively referred to as "applicable IWC Wage
16 Order"). Reference/citation to the applicable IWC Wage Order is also reference/citation to the
17 applicable subsections in *California Code of Regulations* tit. 8 Section 11050 and vice versa.
18 Also, herein, the (a) use of the singular, includes the plural, and vice versa; (b) use of one
19 gender includes all others, appropriate in context; and (3) use of past tense, includes the present,
20 and vice versa.

21 44. PLAINTIFF is informed and believes and thereon alleges that any and all other current and
22 former non-exempt California employees of DEFENDANTS, including non-exempt employees
23 other than those in PLAINTIFF's specific department, or specific location, *i.e.*, any and all
24 AGGRIEVED EMPLOYEES, were/are also subjected to all of DEFENDANTS' herein-detailed
25 violations of the *California Labor Code* and applicable IWC Wage Order during at least one,
26 but more likely, each and every pay period they work/ed during, and will be further subjected to
27 said violations, up to and including each and every present day until a Court enters judgment.

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1 **EXHAUSTION OF PROCEDURAL REQUIREMENTS**

2 45. PLAINTIFF re-alleges and incorporates by reference all preceding paragraphs as though fully
3 set forth herein.

4 46. On August 25, 2023, PLAINTIFF sent a written PAGA notice by USPS first-class certified mail
5 to all DEFENDANTS notifying them of the specific violations set forth therein and herein, and
6 the facts and theories supporting the violations. (A true and correct copy of the August 25,
7 2023 PAGA notice is attached hereto as Exhibit 1 and is incorporated herein.)

8 47. On August 25, 2023, PLAINTIFF submitted the PAGA notice electronically to California's
9 Labor and Workforce Development Agency ("LWDA").

10 48. The LWDA provided no notice of investigation to PLAINTIFF within the statutorily required
11 period of time following August 25, 2023. Thus, on October 30, 2023, PLAINTIFF
12 commenced this civil action by filing a complaint, which included a PAGA cause of action
13 under *California Labor Code* section 2698, *et. seq.*

14 49. As of the date of this first amended complaint, the LWDA has provided no notice of
15 investigation to PLAINTIFF.

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17 **TOLLING OF STATUTES OF LIMITATIONS**

18 50. PLAINTIFF re-alleges and incorporates by reference all preceding paragraphs as though fully
19 set forth herein.

20 51. Any application statute of limitation for *California Labor Code* and *California Business and*
21 *Professions Code*, are equitably tolled by virtue of PLAINTIFF's PAGA Notice.

22 52. The doctrine of equitable tolling is well-recognized in California. In *Elkins v. Derby*, the
23 Supreme Court of California stated, "DEFENDANTS' interest in being properly apprised of
24 claims against them in order that they may gather and preserve evidence is fully satisfied when
25 prospective tort intervenors file compensation claims Thus, as the DEFENDANTS were
26 already in litigation regarding the same sets of facts and circumstances, and no prejudice can be
27 shown towards the DEFENDANTS, the doctrine of equitable tolling should be recognized...."
28 *Elkins v. Derby*, (1974) 12 Cal.3d 410, 417.

- 1 53. On August 25, 2023, PLAINTIFF sent a written PAGA notice by USPS first-class certified mail
2 to all DEFENDANTS notifying them of the specific violations set forth therein and herein, and
3 the facts and theories supporting the violations. (*See* Exh. 1.)
- 4 54. The serving and submission of PLAINTIFF's written notice to DEFENDANTS to gather any
5 and all relevant information relating to DEFENDANTS' alleged liability for violations of the
6 *California Labor Code* pertaining to his wages and hours and conditions of his employment.
7 *See McDonald v. Antelope Valley Community College District*, (2008) 45 Cal. 4th 88, 102;
8 *Hopkins v. Kedzierski*, (2014) 255 Cal.App4th 736,750-751; *Structural Steel Fabricators, Inc.*
9 *v. City of Orange*, (1995) 40 Cal. App.4th 459.
- 10 55. DEFENDANTS are not prejudiced from the filing of this Complaint because it/they had
11 sufficient time to investigate the facts giving rise to this Complaint based upon PLAINTIFF
12 serving DEFENDANTS with the written PAGA notice.

13
14 **FIRST CAUSE OF ACTION**

15 **Failure to Pay Minimum Wages and Liquidated Damages in Violation of *Cal. Labor Code* §§**
16 **1194 & 1194.2**
(Against All DEFENDANTS)

- 17 56. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
18 herein.
- 19 57. At all times relevant herein, *California Labor Code* sections 1194, 1194.2, 1197.1, 558.1, as
20 well as, the applicable IWC Wage Order, are and were in full force and effect and are binding
21 on DEFENDANTS.
- 22 58. "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than
23 the legal minimum wage or the legal overtime compensation applicable to the employee is
24 entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage
25 or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of
26 suit." *Cal. Labor Code* § 1194(a).

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- 1 59. “In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the
2 payment of a wage less than the minimum wage fixed by an order of the commission or by
3 statute, an employee shall be entitled to recover liquidated damages in an amount equal to the
4 wages unlawfully unpaid and interest thereon.” *Id.* at 1194.2(a).
- 5 60. Section (4)(B) of the applicable IWC Wage Order states: “Every employer shall pay to each
6 employee, on the established payday for the period involved, not less than the applicable
7 minimum wage for all hours worked in the payroll period, whether the remuneration is
8 measured by time, piece, commission, or otherwise.”
- 9 61. As set forth herein, PLAINTIFF was victim of DEFENDANTS’ violations of *California Labor*
10 *Code* sections 1194, 1194.2 and the applicable IWC Wage Order.
- 11 62. PLAINTIFF was victim of DEFENDANTS’ said violations in at least one pay period during
12 PLAINTIFF’s employment with DEFENDANTS.
- 13 63. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES
14 were also victim of DEFENDANTS’ violations of *California Labor Code* sections 1194, 1194.2
15 and the applicable IWC Wage Order.
- 16 64. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES
17 were victim of DEFENDANTS’ said violations in at least one pay period during their
18 employment with DEFENDANTS.
- 19 65. “Any employer or other person acting on behalf of an employer, who violates, or causes to be
20 violated, any provision regulating minimum wages or hours and days of work in any order of
21 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
22 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal.*
23 *Labor Code* § 558.1(a).
- 24 66. “Any employer or other person acting either individually or as an officer, agent, or employee of
25 another person, who pays or causes to be paid to any employee a wage less than the minimum
26 fixed by an applicable state or local law, or by an order of the commission shall be subject to a
27 civil penalty, restitution of wages, liquidated damages payable to the employee, and any
28 applicable penalties imposed pursuant to Section 203” *Id.* at 1197.1(a).

67. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California Labor Code* section 1194, the/any corresponding section(s) of the applicable IWC Wage Order and/or the preceding were willfully, knowingly and intentionally caused to be violated by INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for ENTITY DEFENDANTS

68. Accordingly, ENTITY DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can be held liable for the damages stemming from the violations of *California Labor Code* section 1194 and the/any corresponding section(s) of the applicable IWC Wage Order, including a restitution of wages, and liquidated damages payable to PLAINTIFF.

69. “In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.” *Id.* at 1194.2(a).

70. “[A]ny employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” *Id.* at 1194.

71. As a proximate result of DEFENDANTS’ failure to pay PLAINTIFF the minimum wage, pursuant to the provisions of *California Labor Code* § 1194(a) and the applicable IWC Wage Order, PLAINTIFF has suffered and will continue to suffer economic damages in an amount to be proven at trial.

72. As a proximate result of DEFENDANTS’ failure to pay PLAINTIFF the minimum wage, PLAINTIFF has been forced to hire attorney(s) to prosecute his claims herein, and have incurred and will continue to incur attorney’s fees and costs in connection therewith.

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2 73. PLAINTIFF prays that the Court award PLAINTIFF the unpaid balance of the full amount of
3 PLAINTIFF's minimum wages, prejudgment interest on these unpaid wages, all civil penalties,
4 statutory penalties, monetary damages, reasonable attorney's/s' fees, costs, liquidated damages,
5 and any other relief available to PLAINTIFF under the *California Labor Code* and any further
6 relief that the Court deems proper as a result of DEFENDANTS' violations.

7
8 **SECOND CAUSE OF ACTION**

9 **Failure to Pay Overtime Wages in Violation of *Cal. Labor Code* § 510**
10 **(Against All DEFENDANTS)**

11 74. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
12 herein.

13 75. At all times relevant herein, *California Labor Code* sections 510 and 558.1, as well as, the
14 applicable IWC Wage Order, are and were in full force and effect and are binding on
15 DEFENDANTS.

16 76. "Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one
17 workday and any work in excess of 40 hours in any one workweek and the first eight hours
18 worked on the seventh day of work in any one workweek shall be compensated at the rate of no
19 less than one and one-half times the regular rate of pay for an employee." *Cal. Labor Code* §
20 510(a).

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1 77. Section (3)(A)(1)(a)-(c) of the applicable IWC Wage Order states: “[E]mployees shall not be
2 employed more than eight (8) hours in any workday or more than 40 hours in any workweek
3 unless the employee receives one and one-half (1 1/2) times such employee's regular rate of pay
4 for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's
5 work. Employment beyond eight (8) hours in any workday or more than six (6) days in any
6 workweek is permissible provided the employee is compensated for such overtime at not less
7 than: (a) One and one-half (1 1/2) times the employee's regular rate of pay for all hours worked
8 in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight
9 (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and (b) Double
10 the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday
11 and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of
12 work in a workweek.(c) The overtime rate of compensation required to be paid to a nonexempt
13 full-time salaried employee shall be computed by using the employee's regular hourly salary as
14 one-fortieth (1/40) of the employee's weekly salary.”

15 78. As set forth herein, PLAINTIFF was victim of DEFENDANTS’ violations of *California Labor*
16 *Code* section 510 and the applicable IWC Wage Order.

17 79. PLAINTIFF was victim of DEFENDANTS’ said violations in at least one pay period during
18 PLAINTIFF’s employment with DEFENDANTS.

19 80. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES
20 were also victim of DEFENDANTS’ violations of *California Labor Code* section 510 and the
21 applicable IWC Wage Order.

22 81. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES
23 were victim of DEFENDANTS’ said violations in at least one pay period during their
24 employment with DEFENDANTS.

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82. “Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal. Labor Code* § 558.1(a).

83. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California Labor Code* section 510, the/any corresponding section(s) of the applicable IWC Wage Order and/or the preceding were willfully, knowingly and intentionally caused to be violated by INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for ENTITY DEFENDANTS.

84. Accordingly, ENTITY DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can be held liable for the damages stemming from the violations of *California Labor Code* section 510 and the applicable IWC Wage Order.

85. “[A]ny employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.” *Id.* at 1194.

86. As a proximate result of DEFENDANTS’ failure to pay PLAINTIFF his lawful overtime wages, pursuant to the provisions of *California Labor Code* § 510, PLAINTIFF is entitled to recover from DEFENDANTS an amount equal to the wages unlawfully unpaid and interest thereon.

87. As a proximate result of DEFENDANTS failure to pay PLAINTIFF his lawful overtime wages, PLAINTIFF has been forced to hire attorney(s) to prosecute his claims herein, and have incurred and will continue to incur attorney’s fees and costs in connection therewith.

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1 88. PLAINTIFF prays that the Court award PLAINTIFF the unpaid balance of the full amount of
2 PLAINTIFF's overtime wage compensation, prejudgment interest on these unpaid wages, all
3 civil penalties, statutory penalties, monetary damages, reasonable attorney's/s' fees, costs, and
4 any other relief available to PLAINTIFF under the *California Labor Code* and any further relief
5 that the Court deems proper as a result of DEFENDANTS' violations.

6
7 **THIRD CAUSE OF ACTION**

8 **Failure to Make Rest Periods Available in Violation of *Cal. Labor Code* § 226.7**
9 **(Against All DEFENDANTS)**

10 89. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
11 herein.

12 90. At all times relevant herein, *California Labor Code* sections 226.7 and 558.1, as well as, the
13 applicable IWC Wage Order, are and were in full force and effect and are binding on
14 DEFENDANTS.

15 91. Employees are entitled to a net rest period of at least ten (10) minutes per each consecutive four
16 (4) hour work period or major fraction thereof, after the first three and one-half (3½) hours
17 worked in a workday. *Cal. Lab. Code* § 226.7.

18 92. *California Labor Code* § 226.7 requires an employer to pay an additional hour of compensation
19 for each workday where an employee fails to receive a rest period for each consecutive four (4)
20 hour shift worked. *Id.* at (c).

21 93. Section (12)(A) of the applicable IWC Wage Order states: "Every employer shall authorize and
22 permit all employees to take rest periods, which insofar as practicable shall be in the middle of
23 each work period. The authorized rest period time shall be based on the total hours worked daily
24 at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.
25 However, a rest period need not be authorized for employees whose total daily work time is less
26 than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours
27 worked for which there shall be no deduction from wages."

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1 94. Section (12)(B) of the applicable IWC Wage Order states: “If an employer fails to provide an
2 employee a rest period in accordance with the applicable provisions of this order, the employer
3 shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for
4 each workday that the rest period is not provided.” *Id.* at.

5 95. As set forth herein, PLAINTIFF was victim of DEFENDANTS’ violations of *California Labor*
6 *Code* section 226.7 and the applicable IWC Wage Order.

7 96. PLAINTIFF was victim of DEFENDANTS’ said violations in at least one pay period during
8 PLAINTIFF’s employment with DEFENDANTS.

9 97. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES
10 were also victim of DEFENDANTS’ violations of *California Labor Code* section 226.7 and the
11 applicable IWC Wage Order.

12 98. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES
13 were victim of DEFENDANTS’ said violations in at least one pay period during their
14 employment with DEFENDANTS.

15 99. “Any employer or other person acting on behalf of an employer, who violates, or causes to be
16 violated, any provision regulating minimum wages or hours and days of work in any order of
17 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
18 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal.*
19 *Labor Code* § 558.1(a).

20 100. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
21 *Labor Code* section 226.7, the/any corresponding section(s) of the applicable IWC Wage Order
22 and/or the preceding were willfully, knowingly and intentionally caused to be violated by
23 INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for ENTITY
24 DEFENDANTS.

25 101. Accordingly, ENTITY DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can be held
26 liable for the damages stemming from the violations of *California Labor Code* section 226.7
27 and the applicable IWC Wage Order.

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1 102. PLAINTIFF prays that the Court award PLAINTIFF the unpaid balance of the full amount of
2 PLAINTIFF'S rest period wages, prejudgment interest on these unpaid wages, all civil
3 penalties, statutory penalties, monetary damages, and any other relief available to PLAINTIFF
4 under the *California Labor Code* and any further relief that the Court deems proper as a result
5 of DEFENDANTS' violations.

6
7 **FOURTH CAUSE OF ACTION**

8 **Failure to Make Meal Periods Available in Violation of *Cal. Labor Code* §§ 512 & 226.7**
9 **(Against All DEFENDANTS)**

10 103. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
11 herein.

12 104. At all times relevant herein, *California Labor Code* sections 512, 226.7, 558.1, as well as, the
13 applicable IWC Wage Order, are and were in full force and effect and are binding on
14 DEFENDANTS.

15 105. "An employer may not employ an employee for a work period of more than five hours per day
16 without providing the employee with a meal period of not less than 30 minutes, except that if
17 the total work period per day of the employee is no more than six hours, the meal period may be
18 waived by mutual consent of both the employer and employee." *Cal. Labor Code* § 512(a).

19 106. "An employer may not employ an employee for a work period of more than 10 hours per day
20 without providing the employee with a second meal period of not less than 30 minutes, except
21 that if the total hours worked is no more than 12 hours, the second meal period may be waived
22 by mutual consent of the employer and the employee only if the first meal period was not
23 waived." *Id.*

24 107. "If an employer fails to provide an employee a meal or rest or recovery period in accordance
25 with a state law, including, but not limited to, an applicable statute or applicable regulation,
26 standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health
27 Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the
28 employee one additional hour of pay at the employee's regular rate of compensation for each
workday that the meal or rest or recovery period is not provided." *Id.* at 226.7.

1 108. Section (11)(A) of the applicable IWC Wage Order states in part: “No employer shall employ
2 any person for a work period of more than five (5) hours without a meal period of not less than
3 30 minutes, except that when a work period of not more than six (6) hours will complete the
4 day's work the meal period may be waived by mutual consent of the employer and employee.”

5 109. Section (11)(D) of the applicable IWC Wage Order states in part: “If an employer fails to
6 provide an employee a meal period in accordance with the applicable provisions of this Order,
7 the employer shall pay the employee one (1) hour of pay at the employee's regular rate of
8 compensation for each work day that the meal period is not provided.”

9 110. As set forth herein, PLAINTIFF was victim of DEFENDANTS’ violations of *California Labor*
10 *Code* sections 512, 226.7 and the applicable IWC Wage Order.

11 111. PLAINTIFF was victim of DEFENDANTS’ said violations in at least one pay period during
12 PLAINTIFF’s employment with DEFENDANTS.

13 112. And PLAINTIFF is informed and believes and thereon alleges that all other AGGRIEVED
14 EMPLOYEES were also victim of DEFENDANTS’ violations of *California Labor Code*
15 sections 512, 226.7 and the applicable IWC Wage Order.

16 113. PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED EMPLOYEES
17 were victim of DEFENDANTS’ said violations in at least one pay period during their
18 employment with DEFENDANTS.

19 114. “Any employer or other person acting on behalf of an employer, who violates, or causes to be
20 violated, any provision regulating minimum wages or hours and days of work in any order of
21 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
22 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal.*
23 *Labor Code* § 558.1(a).

24 115. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
25 *Labor Code* sections 512, 226.7, the/any corresponding section(s) of the applicable IWC Wage
26 Order and/or the preceding were willfully, knowingly and intentionally caused to be violated by
27 INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for ENTITY
28 DEFENDANTS.

1 116. Accordingly, ENTITY DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can be held
2 liable for the damages stemming from the violations of *California Labor Code* sections 512,
3 226.7 and the applicable IWC Wage Order.

4 PLAINTIFF prays that the Court award PLAINTIFF the unpaid balance of the full amount of
5 PLAINTIFF'S meal period wages, prejudgment interest on these unpaid wages, all civil
6 penalties, statutory penalties, monetary damages, and any other relief available to PLAINTIFF
7 under the *California Labor Code* and any further relief that the Court deems proper as a result
8 of DEFENDANTS' violations.

9
10 **FIFTH CAUSE OF ACTION**

11 **Failure to Pay All Wages Earned Twice During a Calendar Month in Violation of *Cal. Labor***
12 ***Code* §§ 204 & 210**
13 **(Against All DEFENDANTS)**

14 117. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
15 herein.

16 118. At all times relevant herein, *California Labor Code* sections 204, 210, 558.1, as well as, the
17 applicable IWC Wage Order are and were in full force and effect and are binding on
18 DEFENDANTS.

19 119. "All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by
20 any person in any employment are due and payable twice during each calendar month, on days
21 designated in advance by the employer as the regular paydays." *Cal. Lab. Code* § 204.

22 120. "In addition to, and entirely independent and apart from, any other penalty provided in this
23 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
24 204, 204b, 204.1, 204.2, 204.11, 205, 205.5, and 1197.5, shall be subject to a penalty as follows:
25 (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.
26 (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars
27 (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully
28 withheld. (b) The penalty shall either be recovered by the employee as a statutory penalty
pursuant to Section 98" *Id.* at 210.

1 121. As set forth herein, PLAINTIFF was victim of DEFENDANTS' violations of *California Labor*
2 *Code* section 204 by it/them willfully and intentionally violating Sections 1194, 510, 226.7,
3 512, the corresponding Sections of the applicable IWC Wage Order and, thus, is entitled to the
4 statutory penalties set forth in Section 210.

5 122. PLAINTIFF was victim of DEFENDANTS' said violations in at least one pay period during
6 PLAINTIFF's employment with DEFENDANTS.

7 123. "Any employer or other person acting on behalf of an employer, who violates, or causes to be
8 violated, any provision regulating minimum wages or hours and days of work in any order of
9 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
10 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." *Id.* at
11 558.1(a).

12 124. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
13 *Labor Code* sections 1194, 510, 512, 226.7, the/any corresponding section(s) of the applicable
14 IWC Wage Order and/or the preceding were willfully, knowingly and intentionally caused to be
15 violated by INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for
16 ENTITY DEFENDANTS.

17 125. Accordingly, ENTITY DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can be held
18 liable for the damages stemming from the willful and intentional failure to pay PLAINTIFF all
19 minimum and overtime wages earned in violation of *California Labor Code* sections 1194 and
20 510, as well as, the/any corresponding section(s) of the applicable IWC Wage Order,
21 necessarily including the statutory penalties payable to PLAINTIFF pursuant to Section 210.

22 126. Furthermore, ENTITY DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can be held
23 liable for the damages stemming from the willful and intentional failures (a) to make all lawful
24 meal and rest periods available to the AGGRIEVED EMPLOYEES, and (b) pay the
25 AGGRIEVED EMPLOYEES the meal and rest period premiums owed to them based on these
26 failures, all in violation of *California Labor Code* sections 512, 226.7 and the/any
27 corresponding section(s) of the applicable IWC Wage Order, which includes the PAGA civil
28 penalties set forth in Sections 558 and/or 2699.

1 127. “In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or
2 pension fund contributions, the court shall award reasonable attorney’s fees and costs to the
3 prevailing party if any party to the action requests attorney’s fees and costs upon the initiation
4 of the action.” *Id.* at 218.5.

5 128. PLAINTIFF prays that the Court award PLAINTIFF all statutory penalties available under
6 *California Labor Code* section 210, plus twenty-five percent (25%) of the wages unlawfully
7 withheld by DEFENDANTS, reasonable attorney’s/s’ fees, costs, and any other relief available
8 to PLAINTIFF under the *California Labor Code* and any further relief that the Court deems
9 proper as a result of DEFENDANTS’ violations.

10
11 **SIXTH CAUSE OF ACTION**

12 **Failure to Furnish Accurate Wage Statements in Violation *Cal. Labor Code* § 226**
13 **(Against All DEFENDANTS)**

14 129. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
15 herein.

16 130. At all times relevant herein, *California Labor Code* sections 226. 558.1 and the applicable IWC
17 Wage Order are and were in full force and effect and are binding on DEFENDANTS.

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1 131. DEFENDANTS, and each of them, were obligated under *California Labor Code* section 226
2 and the applicable IWC Wage Order, to keep an accurate record of the hours of labor worked by
3 PLAINTIFF and all other AGGRIEVED EMPLOYEES and to prepare and furnish PLAINTIFF
4 and all other AGGRIEVED EMPLOYEES with each payment of wages an itemized statement
5 accurately showing nine specific categories of information: “(1) gross wages earned, (2) total
6 hours worked by the employee . . . (3) the number of piece-rate units earned and any applicable
7 piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all
8 deductions made on written orders of the employee may be aggregated and shown as one item,
9 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7)
10 the name of the employee and only the last four digits of his or her social security number or an
11 employee identification number other than a social security number, (8) the name and address
12 of the legal entity that is the employer . . . , and (9) all applicable hourly rates in effect during
13 the pay period and the corresponding number of hours worked at each hourly rate by the
14 employee” *Cal. Lab. Code* § 226(a).

15 132. Section (7)(B) of the applicable IWC Wage Order states: “Every employer shall semimonthly or
16 at the time of each payment of wages furnish each employee, either as a detachable part of the
17 check, draft, or voucher paying the employee's wages, or separately, an itemized statement in
18 writing showing: (1) all deductions; (2) the inclusive dates of the period for which the employee
19 is paid; (3) the name of the employee or the employee's social security number; and (4) the
20 name of the employer, provided all deductions made on written orders of the employee may be
21 aggregated and shown as one item.”

22 133. “An employee suffering injury as a result of a knowing and intentional failure by an
23 employer to comply with subdivision (a) is entitled to recover the greater of all actual damages
24 or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
25 dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an
26 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
27 reasonable attorney's fees.” *Cal. Lab. Code* § 226(e)(1).

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1 134. As set forth herein, PLAINTIFF was victim of DEFENDANTS' violations of *California Labor*
2 *Code* section 226 and the applicable IWC Wage Order.

3 135. DEFENDANTS' conduct was willful, and its failure to include this information on wage
4 statements caused PLAINTIFF damage, and resulted in PLAINTIFF's inability to determine
5 whether he was paid accurately.

6 136. PLAINTIFF was victim of DEFENDANTS' said violations in at least one pay period during
7 PLAINTIFF's employment with DEFENDANTS.

8 137. PLAINTIFF is informed and believes and, on that basis, alleges that DEFENDANTS furnished
9 wage statements containing the same deficiencies set forth herein to all other AGGRIEVED
10 EMPLOYEES.

11 138. PLAINTIFF is informed and believes and, on that basis, alleges that all other AGGRIEVED
12 EMPLOYEES were victim of DEFENDANTS' said violations in at least one pay period during
13 their employment with DEFENDANTS.

14 139. "Any employer or other person acting on behalf of an employer, who violates, or causes to be
15 violated, any provision regulating minimum wages or hours and days of work in any order of
16 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
17 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." *Cal.*
18 *Labor Code* § 558.1(a).

19 140. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
20 *Labor Code* section 226, the/any corresponding section(s) of the applicable IWC Wage Order
21 and/or the preceding were willfully, knowingly and intentionally caused to be violated by
22 INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for ENTITY
23 DEFENDANTS.

24 141. Accordingly, ENTITY DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can be held
25 liable for the damages stemming from the violations of *California Labor Code* section 226 and
26 the applicable IWC Wage Order.

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1 142. PLAINTIFF prays that the Court award PLAINTIFF all statutory penalties available under
2 *California Labor Code* section 226 and any other applicable section of the *California Labor*
3 *Code*, as well as, an award of costs and reasonable attorney's/s' fees and any further relief that
4 the Court deems proper as a result of DEFENDANTS' violations.

5
6 **SEVENTH CAUSE OF ACTION**

7 **Failure to Indemnify PLAINTIFF for Expenses in Violation of *Cal. Labor Code* § 2802**
8 **(Against All DEFENDANTS)**

9 143. PLAINTIFF re-alleges and incorporates by reference each of the above paragraphs as alleged
10 herein.

11 144. At all times mentioned herein *California Labor Code* sections 2802, 558.1, as well as, the
12 applicable IWC Order were and are in full force and effect and are binding on DEFENDANTS.

13 145. *California Labor Code* section 2802(a) states: "An employer shall indemnify his or her
14 employee for all necessary expenditures or losses incurred by the employee in direct
15 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
16 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
17 believed them to be unlawful."

18 146. "All awards made by a court or by the Division of Labor Standards Enforcement for
19 reimbursement of necessary expenditures under this section shall carry interest at the same rate
20 as judgments in civil actions. Interest shall accrue from the date on which the employee incurred
21 the necessary expenditure or loss." *Id.* at 2802(b).

22 147. "For purposes of this section, the term "necessary expenditures or losses" shall include all
23 reasonable costs, including, but not limited to, attorney's fees incurred by the employee
24 enforcing the rights granted by this section." *Id.* at 2802(c).

25 148. As set forth herein, PLAINTIFF was victim of DEFENDANTS' violations of *California Labor*
26 *Code* section 2802 and the applicable IWC Wage Order.

27 149. PLAINTIFF was victim of DEFENDANTS' said violations in at least one pay period during
28 PLAINTIFF's employment with DEFENDANTS.

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1 150. PLAINTIFF is informed and believes and thereon alleges that all other AGGRIEVED
2 EMPLOYEES were also victim of DEFENDANTS' violations of *California Labor Code*
3 section 2802 and the applicable IWC Wage Order.

4 151. PLAINTIFF is informed and believes and, on that basis, alleges that all other AGGRIEVED
5 EMPLOYEES were victim of DEFENDANTS' said violations in at least one pay period during
6 their employment with DEFENDANTS.

7 152. "Any employer or other person acting on behalf of an employer, who violates, or causes to be
8 violated, any provision regulating minimum wages or hours and days of work in any order of
9 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
10 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." *Cal.*
11 *Labor Code* § 558.1(a).

12 153. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
13 *Labor Code* section 2802, the/any corresponding section(s) of the applicable IWC Wage Order
14 and/or the preceding were willfully, knowingly and intentionally caused to be violated by
15 INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for ENTITY
16 DEFENDANTS.

17 154. Accordingly, ENTITY DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can be held
18 liable for the damages stemming from the violations of *California Labor Code* section 2802 and
19 the applicable IWC Wage Order.

20 155. As a proximate result of DEFENDANTS' failure to indemnify PLAINTIFF for these necessary
21 expenditures pursuant to the provisions of *California Labor Code* section 2802 and the
22 applicable IWC Wage Order, PLAINTIFF suffered/is suffering losses all in an amount to be
23 proven at trial.

24 156. As a proximate result of DEFENDANTS' failure to indemnify PLAINTIFF for these necessary
25 expenditures pursuant to the provisions of *California Labor Code* section 2802 and the
26 applicable IWC Wage Order, PLAINTIFF has been forced to hire attorney(s) to prosecute
27 PLAINTIFF's claims herein, and has incurred and will continue to incur attorney's fees and
28 costs in connection therewith.

1 157. PLAINTIFF prays that the Court award PLAINTIFF reimbursement of all necessary
2 expenditures and/or losses incurred discharging PLAINTIFF's duties for DEFENDANTS with
3 interest thereon, reasonable attorneys' fees and other costs incurred enforcing PLAINTIFF's
4 rights granted by *California Labor Code* section 2802 and the applicable IWC Wage Order.

5
6 **EIGHTH CAUSE OF ACTION**

7 **Waiting Time Penalties in Violation of *Cal. Labor Code* §§ 201, 203 & 208**

8 **(Against All DEFENDANTS)**

9 158. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
10 herein.

11 159. At all times relevant herein, *California Labor Code* sections 201, 203, 208 and 558.1 are and
12 were in full force and effect and are binding on DEFENDANTS.

13 160. "If an employer discharges an employee, the wages earned and unpaid at the time of discharge
14 are due and payable immediately." *Cal. Lab. Code* § 201(a).

15 161. "If an employer willfully fails to pay, without abatement or reduction, in accordance with
16 Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged
17 or who quits, the wages of the employee shall continue as a penalty from the due date thereof at
18 the same rate until paid or until an action therefor is commenced; but the wages shall not
19 continue for more than 30 days." *Id.* at 203(a).

20 162. Pursuant to *California Labor Code* Section 208: "Every employee who is discharged shall be
21 paid at the place of discharge, and every employee who quits shall be paid at the office or
22 agency of the employer in the county where the employee has been performing labor. All
23 payments shall be made in the manner provided by law." *Id.* at 208.

24 163. "Suit may be filed for these penalties at any time before the expiration of the statute of
25 limitations on an action for the wages from which the penalties arise." *Id.* at 203(b).

26 164. As set forth herein, PLAINTIFF was victim of DEFENDANTS' violations of *California Labor*
27 *Code* sections 201 plus 203 and 208.

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1 165. And PLAINTIFF is informed and believes and thereon alleges that all AGGRIEVED
2 EMPLOYEES who were terminated or resigned were also victim of DEFENDANTS' violations
3 of *California Labor Code* sections 201 or 202, plus 203 and 208.

4 166. "Any employer or other person acting on behalf of an employer, who violates, or causes to be
5 violated, any provision regulating minimum wages or hours and days of work in any order of
6 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
7 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation." *Cal. Lab.*
8 *Code* § 558.1(a).

9 167. INDIVIDUAL DEFENDANTS willfully, knowingly and intentionally violated *California*
10 *Labor Code* sections 201, 202, 203, 208, the/any corresponding section(s) of the applicable
11 IWC Wage Order and/or the preceding were willfully, knowingly and intentionally caused to be
12 violated by INDIVIDUAL DEFENDANTS, who was/were acting as the managing agent(s) for
13 ENTITY DEFENDANTS.

14 168. Accordingly, ENTITY DEFENDANTS, as well as, INDIVIDUAL DEFENDANTS can be held
15 liable for the damages stemming from the violations of *California Labor Code* section 203.

16 169. "In any action brought for the nonpayment of wages, fringe benefits, or health and welfare or
17 pension fund contributions, the court shall award reasonable attorney's fees and costs to the
18 prevailing party if any party to the action requests attorney's fees and costs upon the initiation
19 of the action." *Id.* at 218.5.

20 170. PLAINTIFF prays that the Court award PLAINTIFF all statutory penalties available under
21 *California Labor Code* section 203 and any other applicable section of the *California Labor*
22 *Code*, as well as, an award of costs and reasonable attorney's/s' fees and any further relief that
23 the Court deems proper as a result of DEFENDANTS' violations.

24
25 **NINTH CAUSE OF ACTION**

26 **Violations of *Cal. Bus. & Prof. Code* § 17200**
27 **(Against All Non-Individual DEFENDANTS)**

28 171. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
herein.

172. At all times relevant herein, *California Business and Professions Code* § 17200 *et seq.* is and was in full force and effect and is binding on all non-individual DEFENDANTS.

173. The Unfair Competition Law (“UCL”), which is codified under *California Business and Professions Code* § 17200 *et seq.* prohibits acts of “unfair competition,” including any unlawful, unfair, fraudulent *or* deceptive business act *or* practice as well as “unfair, deceptive, untrue or misleading advertising.”

174. By virtue of the direct injuries that PLAINTIFF sustained from DEFENDANTS’ wrongful conduct, PLAINTIFF has standing to sue in order to obtain the remedies that are available to PLAINTIFF under the UCL.

175. The UCL authorizes injunctive relief to prevent unlawful, unfair, or fraudulent business acts for practices, and both restitution and disgorgement of money or property wrongfully obtained by means of such unfair competition. *Bus. & Prof. Code* § 17203.

176. An action may be brought under the UCL by any person, corporation or association, or by any person action for the interests of itself, its members, or the general public. *Bus. & Prof. Code* § 17204.

177. A PLAINTIFF may bring § 17200 claim even when the underlying statutory violation does not provide the PLAINTIFF with a private right of action. *See Manser v. Serra Foothills Public Utility Dist.* (E.D. Cal. 2008) 2008 WL 5114619, at * 7; *Kasky v. Nike, Inc.* (2002) 27 Cal. App. 4th 832, 839.

Unfair Conduct

178. As set forth herein, DEFENDANTS engaged in a pattern of unfair and unlawful business practices with respect to PLAINTIFF’s employment at DEFENDANTS and Limited in violation of *Bus. & Prof. Code* § 17200.

179. DEFENDANTS violated the “unfair prong” of *Cal. Bus. & Prof. Code* § 17200 by engaging in the following, wrongful, improper, and unfair conduct:

- a. DEFENDANTS unfairly failed to pay PLAINTIFF minimum wages due;
- b. DEFENDANTS unfairly failed to pay PLAINTIFF overtime wages due;

- c. DEFENDANTS unfairly denied PLAINTIFF meal periods, and failed to pay PLAINTIFF the additional hour at his regular rate for denying the meal periods;
- d. DEFENDANTS unfairly denied PLAINTIFF rest periods, and failed to pay PLAINTIFF the additional hour at his regular rate for denying the rest periods; and
- e. DEFENDANTS unfairly failed to indemnify PLAINTIFF for the expenses incurred in discharging PLAINTIFF's duties for DEFENDANTS.

180. DEFENDANTS' conduct also violated the "unfair" prong of the UCL because the utility of DEFENDANTS' actions and/or omissions was significantly outweighed by the gravity of the harm that it imposed on employees.

181. Further, the public is led to believe that DEFENDANTS provides a fair, safe, and legally sufficient work environment for their employees and complies with California laws governing Labor and Employment issues, despite the fact that both of these impressions are untrue. DEFENDANTS' pattern of wrongful, improper, and unlawful business practices is injurious to DEFENDANTS' employees and consumers alike.

Unlawful Conduct

182. "Unlawful" conduct under *Bus. & Prof. Code* § 17200 is any practices forbidden by law, whether civil or criminal, federal or state, or municipal, statutory, regulatory, or court made. *See Farmers Ins. Exchange v. Super. Ct.*, 2 Cal.4th 377, 383 (1992).

183. By proscribing 'any unlawful' business practice, § 17200 'borrows' violations of other laws and treats them as unlawful practices that the UCL makes independently actionable. *See Blanks v. Shaw*, 171 Cal. App. 4th 336, 363-64 (2009); *Schnall v. Hertz Corp.*, 78 Cal. App. 4th 1144, 1153 (2000).

184. DEFENDANTS violated the "unlawful" prong of *Cal. Bus. & Prof. Code* § 17200 as follows:

- a. Violations of *Cal. Labor Code* § 1194;
- b. Violations of Section 4 of *Cal. Code Regs.* tit. 8 § 11050;
- c. Violations of *Cal. Labor Code* § 510;
- d. Violations of Section 3 of *Cal. Code Regs.* tit. 8 § 11050;
- e. Violations of *Cal. Labor Code* § 512;

- f. Violations of Section 11 of *Cal. Code Regs.* tit. 8 § 11050;
- g. Violations of *Cal. Labor Code* § 226.7;
- h. Violations of Section 12 of *Cal. Code Regs.* tit. 8 § 11050;
- i. Violations of *Cal. Labor Code* § 2802; and
- j. Violations of Section 9 of *Cal. Code Regs.* tit. 8 § 11050.

185. The violation of these laws serves as unlawful predicate acts which have resulted in injury in fact and loss of money and property to PLAINTIFF for purposes of *Business and Professions Code* §§17200 *et seq.*

186. PLAINTIFF is entitled to restitutionary damages which constitutes or results from all unpaid wages, the additional hours of pay at PLAINTIFF's regular rate for ENTITY DEFENDANTS' failure to provide meal and rest periods as well as, costs and/or necessary expenses incurred in discharging PLAINTIFF's duties for DEFENDANTS.

TENTH CAUSE OF ACTION
Violations of *Cal. Lab. Code* § 2698, *et seq.*
(Against All DEFENDANTS)

187. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

188. At all times relevant herein, *California Labor Code* § 2698, *et seq.* are and were in full force and effect and are binding on DEFENDANTS.

189. "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3." *Cal. Lab. Code* § 2699(a).

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1 190. “For all provisions of this code except those for which a civil penalty is specifically
2 provided, there is established a civil penalty for a violation of these provisions, as follows: . . .
3 If, at the time of the alleged violation, the person employs one or more employees, the civil
4 penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
5 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for
6 each subsequent violation.” *Id.* at (f)(2).

7 191. “Any employee who prevails in any action shall be entitled to an award of reasonable attorney’s
8 fees and costs, including any filing fee paid pursuant to subparagraph (B) of paragraph (1) of
9 subdivision (a) or subparagraph (B) of paragraph (1) of subdivision (c) of Section 2699.3.” *Id.*
10 at (g)(1).

11 192. “Nothing in this part shall operate to limit an employee’s right to pursue or recover other
12 remedies available under state or federal law, either separately or concurrently with an action
13 taken under this part.” *Id.* at 2699(g).

14 193. On August 25, 2023, PLAINTIFF sent written notice by USPS first-class certified mail to all
15 DEFENDANTS notifying them of the specific violations set forth therein and herein, and the
16 facts and theories supporting the violations. (*See* Exh. 1.)

17 194. On August 25, 2023, PLAINTIFF submitted the PAGA notice electronically to the LWDA.

18 195. The LWDA provided no notice of investigation to PLAINTIFF within the statutorily required
19 period of time following August 25, 2023. As of the date of this complaint, the LWDA has
20 provided no notice of investigation to PLAINTIFF.

21 196. Thus, PLAINTIFF can commence this civil action pursuant to *California Labor Code* section
22 2698, *et. seq.*

23 **ENTITY DEFENDANTS’ CIVIL PENALTIES**

24 197. At all times relevant herein, *California Labor Code* sections 1182.12, 1197 and 1197.1 are and
25 were in full force and effect and are binding on DEFENDANTS.

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1 198. “For any employer who employs 26 or more employees, the minimum wage shall be as follows:
2 (A) From January 1, 2017, to December 31, 2017, inclusive,—ten dollars and fifty cents
3 (\$10.50) per hour. (B) From January 1, 2018, to December 31, 2018, inclusive,—eleven dollars
4 (\$11) per hour. (C) From January 1, 2019, to December 31, 2019, inclusive,—twelve dollars
5 (\$12) per hour. (D) From January 1, 2020, to December 31, 2020, inclusive,—thirteen dollars
6 (\$13) per hour. (E) From January 1, 2021, to December 31, 2021, inclusive,—fourteen dollars
7 (\$14) per hour. (F) From January 1, 2022, and until adjusted by subdivision (c)—fifteen dollars
8 (\$15) per hour.” *Cal. Labor Code* § 1182.12.

9 199. “For any employer who employs 25 or fewer employees, the minimum wage shall be as
10 follows: (A) From January 1, 2018, to December 31, 2018, inclusive,—ten dollars and fifty
11 cents (\$10.50) per hour. (B) From January 1, 2019, to December 31, 2019, inclusive,—eleven
12 dollars (\$11) per hour. (C) From January 1, 2020, to December 31, 2020, inclusive,—twelve
13 dollars (\$12) per hour. (D) From January 1, 2021, to December 31, 2021, inclusive,—thirteen
14 dollars (\$13) per hour. (E) From January 1, 2022, to December 31, 2022, inclusive,—fourteen
15 dollars (\$14) per hour. (F) From January 1, 2023, and until adjusted by subdivision (c)—fifteen
16 dollars (\$15) per hour.” *Id.*

17 200. “The minimum wage for employees fixed by the commission or by any applicable state or local
18 law, is the minimum wage to be paid to employees, and the payment of a lower wage than the
19 minimum so fixed is unlawful. This section does not change the applicability of local minimum
20 wage laws to any entity.” *Id.* at 1197.

21 201. “Any employer or other person acting either individually or as an officer, agent, or employee of
22 another person, who pays or causes to be paid to any employee a wage less than the minimum
23 fixed by an applicable state or local law, or by an order of the commission shall be subject to a
24 civil penalty, restitution of wages, liquidated damages payable to the employee, and any
25 applicable penalties imposed pursuant to Section 203” *Id.* at 1197.1(a).

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1 202. “For any initial violation that is intentionally committed, one hundred dollars (\$100) for each
2 underpaid employee for each pay period for which the employee is underpaid. This amount
3 shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages
4 pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.” *Id.*
5 at 1197.1(a)(1).

6 203. “For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250)
7 for each underpaid employee for each pay period for which the employee is underpaid
8 regardless of whether the initial violation is intentionally committed. This amount shall be in
9 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to
10 Section 1194.2, and any applicable penalties imposed pursuant to Section 203.” *Id.* at
11 1197.1(a)(2).

12 204. “Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203,
13 recovered pursuant to this section shall be paid to the affected employee.” *Id.* at 1197.1(a)(3).

14 205. As set forth herein, ENTITY DEFENDANTS failed to pay PLAINTIFF and all other
15 AGGRIEVED EMPLOYEES all minimum wages owing; thus, each pay period, and in at least
16 one pay period, PLAINTIFF and all other AGGRIEVED EMPLOYEES were not paid
17 California’s prevailing minimum for all hours worked in violation of *California Labor Code*
18 sections 1194, 1197 and 1182.12. Nor were they paid liquidated damages for DEFENDANTS’
19 failures in violation of *California Labor Code* section 1194.2.

20 206. At all times relevant herein, *California Labor Code* section 1198 is and was in full force and
21 effect and is binding on DEFENDANTS.

22 207. “The maximum hours of work and the standard conditions of labor fixed by the commission
23 shall be the maximum hours of work and the standard conditions of labor for employees. The
24 employment of any employee for longer hours than those fixed by the order or under conditions
25 of labor prohibited by the order is unlawful.” *Id.* at 1198.

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1 208. As set forth herein, ENTITY DEFENDANTS employed PLAINTIFF and all other
2 AGGRIEVED EMPLOYEES for longer hours than those fixed by the order and/or under
3 conditions of labor prohibited by the applicable IWC Wage Order. Accordingly, ENTITY
4 DEFENDANTS's actions were unlawful and in violation of *California Labor Code* section
5 1198.

6 209. At all times relevant herein, *California Labor Code* section 1199 is and was in full force and
7 effect and is binding on DEFENDANTS.

8 210. Under *California Labor Code* Section 1199: "Every employer or other person acting either
9 individually or as an officer, agent, or employee of another person is . . . punishable by a fine of
10 not less than one hundred dollars (\$100) . . . who does any of the following: (a) Requires or
11 causes any employee to work for longer hours than those fixed, or under conditions of labor
12 prohibited by an order of the commission. (b) Pays or causes to be paid to any employee a
13 wage less than the minimum fixed by an order of the commission. (c) Violates or refuses or
14 neglects to comply with any provision of this chapter or any order or ruling of the commission."

15 211. As set forth herein, DEFENDANTS required or caused PLAINTIFF and AGGRIEVED
16 EMPLOYEES to work for longer hours than those fixed, or under conditions of labor prohibited
17 by an order of the commission, DEFENDANTS paid or caused to be paid to PLAINTIFF and
18 AGGRIEVED EMPLOYEES a wage less than the minimum fixed by an order of the
19 commission, and DEFENDANTS refused or neglected to comply with provisions of this
20 chapter or any order or ruling of the commission.

21 212. At all times relevant herein, *California Labor Code* section 226.3 is and was in full force and
22 effect and is binding on DEFENDANTS.

23 213. "Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in
24 the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation
25 and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for
26 which the employer fails to provide the employee a wage deduction statement or fails to keep
27 the records required in subdivision (a) of Section 226. The civil penalties provided for in this
28 section are in addition to any other penalty provided by law." *Id.* at 226.3.

1 214. As set forth herein, ENTITY DEFENDANTS violated *California Labor Code* section 226 by
2 failing to furnish accurate itemized wage statements to PLAINTIFF and all other AGGRIEVED
3 EMPLOYEES in all pay periods, and in at least one pay period. Thus, PLAINTIFF prays this
4 Court award PLAINTIFF, all other AGGRIEVED EMPLOYEES and the State of California all
5 penalties owed by ENTITY DEFENDANTS pursuant to *California Labor Code* section 226.3.

6 215. At all times relevant herein, *California Labor Code* sections 1174 and 1174.5 are and were in
7 full force and effect and are binding on DEFENDANTS.

8 216. “Every person employing labor in this state shall: . . . Keep, at a central location in the state or
9 at the plants or establishments at which employees are employed, payroll records showing the
10 hours worked daily by and the wages paid to . . .” *Id.* at 1174(d).

11 217. “Any person employing labor who willfully fails to maintain the records required by
12 subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of
13 Section 1174, or to allow any member of the commission or employees of the division to
14 inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of
15 five hundred dollars (\$500).” *Id.* at 1174.5.

16 218. As set forth herein, ENTITY DEFENDANTS failed to keep records showing all hours worked
17 and all wages paid to PLAINTIFF and all other AGGRIEVED EMPLOYEES.

18 219. Accordingly, ENTITY DEFENDANTS violated *California Labor Code* section 1174 and
19 PLAINTIFF prays this Court award PLAINTIFF, all other AGGRIEVED EMPLOYEES and
20 the State of California all penalties owed by ENTITY DEFENDANTS pursuant to *California*
21 *Labor Code* section 1174.5.

22 220. At all times relevant herein, *California Labor Code* section 202 is and was in full force and
23 effect and is binding on DEFENDANTS.

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1 221. “If an employee not having a written contract for a definite period quits his or her employment,
2 his or her wages shall become due and payable not later than 72 hours thereafter, unless the
3 employee has given 72 hours previous notice of his or her intention to quit, in which case the
4 employee is entitled to his or her wages at the time of quitting. Notwithstanding any other
5 provision of law, an employee who quits without providing a 72-hour notice shall be entitled to
6 receive payment by mail if he or she so requests and designates a mailing address. The date of
7 the mailing shall constitute the date of payment for purposes of the requirement to provide
8 payment within 72 hours of the notice of quitting.” *Id.* at 202(a).

9 222. As set forth herein, ENTITY DEFENDANTS willfully failed to pay PLAINTIFF and all other
10 AGGRIEVED EMPLOYEES all wages earned, thus, ENTITY DEFENDANTS also failed to
11 pay any other AGGRIEVED EMPLOYEES who resigned or was discharge all wages owing
12 within 72 hours, or at the time and place of their discharge.

13 223. Accordingly, ENTITY DEFENDANTS violated *California Labor Code* sections 201, 202, 203
14 and 208 and PLAINTIFF prays this Court award PLAINTIFF, all other AGGRIEVED
15 EMPLOYEES and the State of California all penalties owed by ENTITY DEFENDANTS
16 pursuant to the PAGA.

17 224. Beginning January 1, 2016 *California Labor Code* section 558 is and was in full force and
18 effect and is binding on DEFENDANTS.

19 225. “Any employer or other person acting on behalf of an employer who violates, or causes to be
20 violated, a section of this chapter or any provision regulating hours and days of work in any
21 order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: For
22 any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
23 which the employee was underpaid in addition to an amount sufficient to recover underpaid
24 wages. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee
25 for each pay period for which the employee was underpaid in addition to an amount sufficient to
26 recover underpaid wages.” *Id.* at 558(a)(1)-(2).

27 226. “The civil penalties provided for in this section are in addition to any other civil . . . penalty
28 provided by law.” *Id.* at (d).

1 227. As set forth herein, in all pay periods, and in at least one pay period, ENTITY DEFENDANTS
2 caused violations of *California Labor Code* sections 510 and 512, as well as, Section 3 of the
3 applicable IWC Wage Order.

4 228. PLAINTIFF and all other AGGRIEVED EMPLOYEES were victims of these violations in all
5 pay periods and in at least one pay period.

6 229. PLAINTIFF prays this Court award PLAINTIFF, all other AGGRIEVED EMPLOYEES and
7 the State of California all penalties owed by ENTITY DEFENDANTS pursuant to *California*
8 *Labor Code* section 558.

9 230. As detailed herein, PLAINTIFF and all other AGGRIEVED EMPLOYEES were victims of
10 ENTITY DEFENDANTS' violations of *California Labor Code* sections 1194, 1194.2, 510,
11 512, 226.7, 226, 2802, 1174, 201, 202, 203, 208, as well as, Sections 3, 4, 7, 9, 11 and 12 of the
12 applicable IWC Wage Order.

13 231. Based on the just-listed violations, ENTITY DEFENDANTS also violated *California Labor*
14 *Codes* sections 1197, 1182.12, 1198 and 1199.

15 232. Based on all ENTITY DEFENDANTS' herein-detailed violations, ENTITY DEFENDANTS
16 owe PLAINTIFF, and the State of California civil penalties under to the following *California*
17 *Labor Code* sections: 1197.1; 558; 226.3; 1174.5; and 2699(f)(1)-(2).

18 233. Based on all ENTITY DEFENDANTS' herein-detailed violations, ENTITY DEFENDANTS
19 owe the AGGRIEVED EMPLOYEES, and the State of California civil penalties under the
20 following *California Labor Code* sections: 1197.1, 558, 210 (based on ENTITY
21 DEFENDANTS' violations of Sections 512 and 226.7) 226.3, 1174.5 and 2699(f)(2).

22 **INDIVIDUAL DEFENDANTS' CIVIL PENALTIES**

23 234. PLAINTIFF re-alleges and incorporates all preceding paragraphs as though fully set forth
24 herein.

25 235. Beginning January 1, 2016 *California Labor Code* section 558.1 is and was in full force and
26 effect and is binding on INDIVIDUAL DEFENDANTS. And at all times relevant herein,
27 *California Labor Code* sections 558, 1197.1 and 1199 are and were in full force and effect and
28 is binding on INDIVIDUAL DEFENDANTS.

1 236. “Any employer or other person acting on behalf of an employer, who violates, or causes to be
2 violated, any provision regulating minimum wages or hours and days of work in any order of
3 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226,
4 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation.” *Cal. Lab.*
5 *Code* § 558.1(a). “Nothing in this section shall be construed to limit the definition of employer
6 under existing law.” *Id.* at 558.1(c).

7 237. “Any employer or other person acting on behalf of an employer who violates, or causes to be
8 violated, a section of this chapter or any provision regulating hours and days of work in any
9 order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For
10 any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
11 which the employee was underpaid in addition to an amount sufficient to recover underpaid
12 wages.” *Id.* at 558(a)(1).

13 238. “Any employer or other person acting either individually or as an officer, agent, or employee of
14 another person, who pays or causes to be paid to any employee a wage less than the minimum
15 fixed by an applicable state or local law, or by an order of the commission shall be subject to a
16 civil penalty” *Id.* at 1197.1(a). “For any initial violation that is intentionally committed,
17 one hundred dollars (\$100) for each underpaid employee for each pay period for which the
18 employee is underpaid. *Id.* at (a)(1).

19 239. “Every employer or other person acting either individually or as an officer, agent, or employee
20 of another person is . . . punishable by a fine of not less than one hundred dollars (\$100) . . .
21 who does any of the following: (a) Requires or causes any employee to work for longer hours
22 than those fixed, or under conditions of labor prohibited by an order of the commission.
23 (b) Pays or causes to be paid to any employee a wage less than the minimum fixed by an order
24 of the commission. (c) Violates or refuses or neglects to comply with any provision of this
25 chapter or any order or ruling of the commission.” *Id.* at 1199.

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1 240. As detailed herein, INDIVIDUAL DEFENDANTS violate/d, and/or cause/d to be violated the
2 provision regulating minimum wages or hours and days of work in the applicable IWC Wage
3 Order and *California Labor Code* sections 1194, 510, 512, 226.7, 226, 2802 and 203. And
4 PLAINTIFF and all other AGGRIEVED EMPLOYEES were victim of the just-listed violations
5 in all pay periods and in at least one pay period.

6 241. Based on the just-listed violations, INDIVIDUAL DEFENDANTS also violated *California*
7 *Labor Codes* sections 1197, 1182.12 and 1199.

8 242. Based on all INDIVIDUAL DEFENDANTS' herein-detailed violations, INDIVIDUAL
9 DEFENDANTS owe PLAINTIFF, and the State of California civil penalties under the
10 following *California Labor Code* sections: 1197.1, 558, 226.3 and 2699(f)(2).

11 243. Based on all INDIVIDUAL DEFENDANTS' herein-detailed violations, DEFENDANT
12 INDIVIDUAL DEFENDANTS owe the AGGRIEVED EMPLOYEES, and State of California
13 civil penalties under the following *California Labor Code* sections: 1197.1; 558; 210 (based on
14 DEFENDANTS' violations of Sections 512 and 226.7); 226.3; and 2699(f)(1)-(2).

15 244. PLAINTIFF prays that the Court award all civil penalties available to PLAINTIFF, all
16 AGGRIEVED EMPLOYEES and the State of California, as well as, reasonable attorneys' fees
17 and costs incurred in this action, and any filing fee paid in this action based on DEFENDANTS'
18 herein-detailed violations of the *California Labor Code*.

19
20 **PRAYERS FOR RELIEF**

21 WHEREFORE, PLAINTIFF JAIRO ANTONIO ALGUERA prays for judgment for
22 PLAINTIFF JAIRO ANTONIO ALGUERA individually against DEFENDANT J.P. ALLEN,
23 INC., DEFENDANT J.P. ALLEN COMPANY, LLC., DEFENDANT OH SO ORIGINAL, INC.,
24 DEFENDANT SHARON CROWN, DEFENDANT MIKE CROWN, DEFENDANT MARK
25 CRIGLER, DEFENDANT VICTORIA CROWN A/K/A VICTORIA CRIGLER and DOES 1
26 through 25, as follows:

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1. All actual, consequential and incidental financial losses, unpaid wages, unpaid penalties, statutory penalties, all relief allowed under the *California Labor Code*, restitution and all recoverable special damages, together with pre-judgment interest in an amount according to proof, but not less than \$500,000.00;
2. Additional compensatory and/or general damages according to proof;
3. Reasonable attorney's fees, and costs of suit, according to proof, but not less than \$750,000.00;
4. Post-judgment interest pursuant to any applicable provision of law according to proof;
5. Any and all costs and fees incurred as a result of this action according to proof; and
6. Any additional, further relief as the Court deems proper.

WHEREFORE, PLAINTIFF JAIRO ANTONIO ALGUERA, prays for judgment for (1) PLAINTIFF JAIRO ANTONIO ALGUERA as an AGGRIEVED EMPLOYEE, (2) all AGGRIEVED EMPLOYEES and (3) the State of California against DEFENDANT J.P. ALLEN, INC., DEFENDANT J.P. ALLEN COMPANY, LLC., DEFENDANT OH SO ORIGINAL, INC., DEFENDANT SHARON CROWN, DEFENDANT MIKE CROWN, DEFENDANT MARK CRIGLER, DEFENDANT VICTORIA CROWN A/K/A VICTORIA CRIGLER and DOES 1 through 25, as follows:

1. All civil penalties and relief allowed under the *California Labor Code* according to proof but not less than \$10,000,000.00;
2. Reasonable attorney's fees, and costs of suit, according to proof, but not less than \$4,000,000.00;
3. Post-judgment interest pursuant to any applicable provision of law according to proof;
4. Any and all costs and fees incurred as a result of this action according to proof; and

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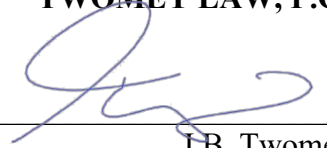
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1 5. Any additional, further relief as the Court deems proper.
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4 Dated: February 2, 2024

TWOMEY LAW, P.C.

5
6 BY: _____



J.B. Twomey

Attorney for PLAINTIFF,
7 JAIRO ANTONIO ALGUERA
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EXHIBIT 1



16501 VENTURA BLVD., SUITE 400
ENCINO, CALIFORNIA 91436

MATTEW L. MANN,
SHAREHOLDER
310.612.3125 DIRECT
310.620.2314 FAX

August 25, 2023

SENT VIA FIRST CLASS CERTIFIED MAIL TO:

J.P. Allen, Inc./ J.P. Allen Company, LLC
Oh So Original Inc.
156 E. Tujunga Avenue
Burbank, California 91502

Oh So Original, Inc.
J.P. Allen, Inc./ J.P. Allen Company, LLC
Attn.: Joseph Gigliotti (Agent for Service)
26501 Rancho Parkway South #101
Lake Forest, CA 92630

Re: ***California Labor Code Private Attorneys General Act of 2004 Notice***
Jairo Tony Alguera v. J.P. Allen, Inc. d/b/a Glendale Express and Hotel Burbank;
J.P. Allen Company, LLC d/b/a Glendale Express and Hotel Burbank; Oh So
Original, Inc. d/b/a Glendale Express and Hotel Burbank; Sharon Crown; Mike
Crown; Mark Crigler; Victoria Crown a/k/a Victoria Crigler; and DOES 1 through
25
LWDA Case No.: Unassigned
Court Case No.: Unassigned

To Whom it May Concern:

This Notice is made and served pursuant to the California Labor Code Private Attorneys General Act of 2004, codified in California Labor Code 2698, et seq. (hereinafter referred to as "PAGA"). Jairo Tony Alguera (hereinafter referred to as "PLAINTIFF"), on behalf of himself, the State of California, and any and all other current and former non-exempt California employees of J.P. Allen, Inc. d/b/a Glendale Express and Hotel Burbank; J.P. Allen Company, LLC d/b/a Glendale Express and Hotel Burbank; Oh So Original, Inc. d/b/a Glendale Express and Hotel Burbank; Sharon Crown; Mike Crown; Mark Crigler; Victoria Crown a/k/a Victoria Crigler; and DOES 1 through 25 (hereinafter collectively referred to as "DEFENDANT") is informed and believes and thereon alleges that DEFENDANT has and is violating, and/or is causing violations/to be violated and/or owes civil penalties pursuant to the following *California Labor Code* sections: 1197; 1182.12; 1194; 1194.2; 1197.1; 510; 204.3; 512; 558; 226.7; 1198; 1199; 204; 210; 226; 226.3; 1174; 1174.5; 2802; 201; 202; 203; 208; 558.1; and 2699(f)(2). Moreover, DEFENDANT has and is violating, IWC Wage Order Number 5-2001 for Public Housekeeping Industry (hereinafter referred to as "applicable IWC Wage Order") (codified in *California Code of Regulations* tit. 8 Section 11050). Reference/citation to the applicable IWC Wage Order is also reference/citation to the applicable subsections in *California Code of Regulations* tit. 8 Section 11050 and vice versa. Also, herein, the (a) use of the singular, includes the plural, and vice versa; (b) use of one gender includes all others, appropriate in context; and (3) use of past tense, includes the present, and vice versa.

PLAINTIFF implores California's Labor and Workforce Development Agency (hereinafter referred to as "LWDA") to investigate each aspect of DEFENDANT's herein-detailed violations of the *California Labor Code*, and applicable IWC Wage Order as those violations pertain to PLAINTIFF and any and all of DEFENDANT's current and former non-exempt California employees. Hereinafter, any and all of DEFENDANT's current and former non-exempt California employees, including PLAINTIFF, working at, for, or out of any and all of DEFENDANT's California hotel and apartment locations are collectively referred to as "AGGRIEVED EMPLOYEES." And PLAINTIFF and all AGGRIEVED EMPLOYEES were, and are being subjected to, *inter alia*, DEFENDANT's herein-detailed violations of the *California Labor Code* and applicable IWC Wage Order.

PLAINTIFF is informed and believes and based thereupon alleges that at all relevant times herein mentioned each DEFENDANT and DOES 1 through 25, inclusive, were the agents, servants and/or employees, partner, predecessor-in-interest, successor-in-interest, beneficiary, executor, fictitious business name, trustee, subsidiary, related/affiliated entity, assignee, assignor, legal representative, general administrator, member, co-conspirator, co-employer, integrated enterprise, integrated entity and/or joint employer, joint venture or occupied other relationships with each of the other named Defendants and at all times herein mentioned acted within the course and scope of said agency and/or employment and/or other relationship and each other DEFENDANTS has/have ratified, consented to, had actual and/or constructive knowledge of, was bound by, approved or, and/or failed to prevent the acts of its agents, employees, predecessor-in-interest, successor-in-interest, trustees, trustors, and/or representatives, and that each actively, passively, acquiesced, participated in, allowed, aided and abetted, assisted, acted, or failed to act, with one another in the commission of the wrongdoing alleged in this notice.

FACTS

DEFENDANT owns and operates hotels and apartment buildings in the state of California, County of Los Angeles. DEFENDANT's first hotel is Hotel Burbank (150 E. Angeleno Ave., Burbank, CA 91502). At Hotel Burbank, "[e]veryday adventure-seekers and bright-minded movers and shakers are always welcome. In the heart of Downtown Burbank, discover a place to revitalize your vision and find your people. We've got what you need to stretch out, hustle hard, and live your California dream, always at full luminosity." (<https://oso.co/locations/hotel-burbank/>.) And "whether you have four or four hundred attendees, Hotel Burbank's meeting spaces can be configured to your needs. All venues offer high-speed internet. along with a number of setups for video calls, conferences, training, etcetera." (<https://oso.co/meet-gather/>.) One can download a detailed property event PDF featuring, *inter alia*, Hotel Burbank has 22 meeting rooms, 30,000 square feet of total meeting space, with the largest room having a 400 person capacity.

Additionally, located on the lobby level of Hotel Burbank is Burbank Café, "[s]erving three squares a day, plus snacks, the Burbank Café has everything you need to fuel up for a day or night of adventure—from coffee to fully-loaded burgers—for dine-in or grab-and-go." (<https://oso.co/eat-drink/burbank-cafe/>). DEFENDANT's website boasts: "Oh So Good, Clean Food: we serve real food for real people, sourced locally."

DEFENDANT's second hotel is Glendale Express (450 W. Pioneer Dr., Glendale, CA 91203). "Glendale Express is practical lodging with pluck. Always a big personality with an easy smile, Express offers perpetual motion and access to local vibe so you and yours can move fast, live fun." (<https://oso.co/locations/glendale-express/>.)

Glendale Express' five meeting spaces, covering 2,800+ square feet allows its users/clientele to "[u]nite great minds in spaces crafted for collaboration, inspiration, and connection. Bold moves, big deals, and bright ideas happen here." (<https://oso.co/meet-gather/>.)

"Get to know [Glendale Express] even better at expresshotels.com." A viewer following this link is:

"WELCOME[D] TO THE FLIPSIDE."

At Glendale Express, we put all of LA at your fingertips, with a behind-the-scenes point of view. From here, the center of the world is within reach, but so are all its adventurous fringes. So whatever fame or fortune you seek, we'll help you get there. Excuse the dust, but with our new look and new name, Glendale Express is in the middle of upgrading absolutely everything. Yes, we mean everything. When the renovations are complete and the dust (literally) settles in 2021, Glendale Express will offer guests the best 3 star boutique hotel this side of the Hollywood sign, with easy access to some of the most iconic places, destinations, and events in Los Angeles.

(https://expresshotels.com/glendale/?_gl=1%2altplday%2a_gclaw%2aR0NMLjE2OTI5MDU5NTMuQ2owS0NRandfNXVuQmhDTUFSSXNBQ1p5elMzTWR3S2dTbUNFbC04MWxNMFFQdEdUOTBKazlISHQtblNzUXc4MW50MTMyd1g0T29WUWtGTWFBcjRxRUFMd193Y0I.%2a_gcl_au%2aMTIxMTYwNjYyLjE2OTI5MDU5NDk.) A guest brochure is also made available at this link.

Teeming with ambition, DEFENDANT has four (4) other Los Angeles County hotels coming soon: "Mural" and "Channel 01" in Burbank, and "Premise" and "Freestyle" in Glendale.

In addition to the above-detailed exiting and soon coming hotels, DEFENDANT also owns and operates fifteen or so apartment complexes in the Los Angeles area. Two (2) of these apartment complexes are in Glendale; one directly across the street from Glendale Express, the other a few blocks up the road.

PLAINTIFF was hired by the highly ambitious DEFENDANT in or around June 2021, and assigned the title of "operations manager," for Glendale Express, cloaking him with exempt status, thus, stripping him of the various protections and benefits enumerated in the *California Labor Code* and applicable IWC Wage Order. PLAINTIFF quickly learned his title was fiction. DEFENDANT's robust ambitions of delivering hipster venues dwarfed its willingness to acquire sufficient staffing. The rocky marriage of DEFENDANT's hipster ambition and staffing shortage welcomes/d the real "FLIPSIDE;" the vast majority of PLAINTIFF's day-to-day duties and tasks were non-managerial in nature. PLAINTIFF was a "manager" by name, but a non-exempt general laborer in action. Despite this reality, DEFENDANT paid/treated PLAINTIFF as if he were exempt.

During the first eight (8) or so months of his employment with DEFENDANT, PLAINTIFF estimates that no less than fifty percent (50%) of his working time was spent performing non-managerial tasks, During the final six (6) or so months of his employment with DEFENDANT, PLAINTIFF estimates that no less than eighty-five percent (85%) of his working time was spent performing non-managerial tasks, e.g., filling in staffing vacancies and unclaimed shifts, including entire shifts at the front counter, running errands to and from and between Burbank Hotel, Glendale Express and DEFENDANT's Glendale apartment properties, taking service/maintenance/general calls and performing other various and one-off tasks well outside the scope of his position at

Glendale Express for all the properties. PLAINTIFF was also required to perform non-managerial tasks on his days off, *e.g.*, picking up and delivery orders/supplies, and the aforementioned taking service/maintenance/general calls for DEFENDANT's apartment complexes. DEFENDANT never paid PLAINTIFF for the non-managerial work he performed on his days off; thus, DEFENDANT failed to pay PLAINTIFF California's then prevailing minimum wage. During the entirety of PLAINTIFF's employment, he worked twelve (12) to sixteen (16) hour shifts. And when these shifts were comprised of PLAINTIFF performing non-managerial duties, DEFENDANT failed to (1) pay PLAINTIFF all lawful overtime wages he earned, (2) provide him with timely, uninterrupted meal and rest periods to which he was entitled, and (3) pay PLAINTIFF one hour at his regular rate of pay for failing to provide him meal and rest periods.

PLAINTIFF is informed and believes and thereon alleges that DEFENDANT requires certain of the AGGRIEVED EMPLOYEES to be pulled off their tasks at Glendale Express to work for/perform tasks and duties for DEFENDANT's apartment complexes without proper and lawful compensation from the appropriate entity(ies). PLAINTIFF is also informed and believes and thereon alleges that based on short staffing, and pulling employees from hotels to work on apartment complexes, DEFENDANT fails to provide the AGGRIEVED EMPLOYEES with all timely, uninterrupted meal and rest periods to which they are entitled. In fact, PLAINTIFF is aware of DEFENDANT's practice of editing the AGGRIEVED EMPLOYEES' timekeeping records/punches so as to cover-up not provided, untimely and/or shortened breaks. Of course, when lawful meal and rest periods are not made available to the AGGRIEVED EMPLOYEES, DEFENDANT fails to pay them one hour at their regular rate of pay.

Because of DEFENDANT willfully failing to pay PLAINTIFF and the AGGRIEVED EMPLOYEES all their herein-detailed earned but unpaid wages, as well as, the unpaid meal and rest period penalties, DEFENDANT also willfully fails to pay them all wages they earn twice during each calendar month, as well as, all wages owing within the statutorily required time, and place, after any one of the AGGRIEVED EMPLOYEES' resignation, or termination from employment.

Also resulting from DEFENDANT's willful failure to pay PLAINTIFF and the AGGRIEVED EMPLOYEES all wages and penalties earned, including based on off-the-clock work and/or timekeeping edits, as well as, the work performed outside of Glendale Express, DEFENDANT also failed/fails to furnish PLAINTIFF and all AGGRIEVED EMPLOYEES accurate itemized wage statements. Specifically, statements that DEFENDANT furnishes to PLAINTIFF and all AGGRIEVED EMPLOYEES fail to accurately show/evidence/contain/include (a) all hours worked, (b) gross and net wages earned, and (c) the name and address of the employer.

Further resulting from, and necessary to conceal DEFENDANT's herein-detailed unlawful company-wide policies, DEFENDANT failed/fails to keep payroll records showing PLAINTIFF and all AGGRIEVED EMPLOYEES' accurate hours worked, and wages earned/paid.

During all times relevant, PLAINTIFF and all AGGRIEVED EMPLOYEES are and were incurring expenses discharging their duties for, and/or at the direction of DEFENDANT. Specifically, DEFENDANT required PLAINTIFF and all AGGRIEVED EMPLOYEES to incur business expenses carrying out their employment duties for, including but not limited to, (1) using their personal cellular phone services for texting, and calling while at work and while off-duty, (2) using their personal automobiles for errands to and from DEFENDANT's various locations, (3) purchasing supplies and food for the locations and staff, and (4) use of home internet service. Further, DEFENDANT failed to pay PLAINTIFF and all AGGRIEVED EMPLOYEES the IRS's then prevailing mileage reimbursement per mile they drove their personal automobiles. Despite PLAINTIFF and all AGGRIEVED EMPLOYEES incurring no less than the preceding business expenditures, DEFENDANT never reimbursed them for the same.

All the herein-detailed violations of the *California Labor Code* and applicable IWC Wage order, *i.e.*, *California Code of Regulations* tit. 8 Section 11050, were/are violated, or were/are caused to be violated by the individual, the natural persons, Sharon Crown, Mike Crown, Mark Crigler, and Victoria Crown a/k/a Victoria Crigler who, as the owners, directors, officers, CFOs, CEOs, and managing agents of the corporate entities identified herein, controls all conditions of employment, including wages and hours for PLAINTIFF and any and all AGGRIEVED EMPLOYEES.

PLAINTIFF is informed and believes and thereon alleges that any and all other current and former non-exempt California employees of DEFENDANT, including non-exempt employees other than those in PLAINTIFF's specific department, or specific location, *i.e.*, any and all AGGRIEVED EMPLOYEES, were/are also subjected to all of DEFENDANT's herein-detailed violations of the *California Labor Code* and applicable IWC Wage Order during each and every pay period they work/ed during no less than one (1) year back from the date of this notice, and will be further subjected to said violations, up to and including each and every present day until citations are issued by the LWDA, or a Court enters judgment.

DEFENDANT'S VIOLATIONS

I. DEFENDANT'S Violations of California Labor Code Sections 1197, 1182.12, 1194, and 1194.2, Thus, Liability for Penalties Pursuant to Section 1197.1.

a. California Labor Code Sections 1197, 1182.12, 1194, 1194.2 and 1197.1.

The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity.

Cal. Labor Code § 1197.

Notwithstanding any other provision of this part, on and after July 1, 2014, the minimum wage for all industries shall be not less than nine dollars (\$9) per hour, and on and after January 1, 2016, the minimum wage for all industries shall be not less than ten dollars (\$10) per hour.

Id. at 1182.12.

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

Id. at 1194(a).

In any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon. Nothing in this subdivision shall be construed to authorize the recovery of liquidated damages for failure to pay overtime

compensation. A suit may be filed for liquidated damages at any time before the expiration of the statute of limitations on an action for wages from which the liquidated damages arise.

Id. at 1194.2(a).

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203

Id. at 1197.1(a).

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

Id. at (a)(1)-(2).

b. Facts and Theories Supporting Defendant's Violation of *California Labor Code* Sections 1197, 1182.12, 1194, and 1194.2, Thus, Liability for Penalties Pursuant to Section 1197.1.

PLAINTIFF was required to perform non-managerial tasks on his days off, *e.g.*, picking up and delivery orders/supplies, and the aforementioned taking service/maintenance/general calls for DEFENDANT's apartment complexes. DEFENDANT never paid PLAINTIFF for the non-managerial work he performed on his days off; thus, DEFENDANT failed to pay PLAINTIFF California's then prevailing minimum wage. Plaintiff is informed and believes and thereon alleges that that during all relevant pay periods, any and all AGGRIEVED EMPLOYEES also were not paid California's prevailing minimum wage. Accordingly, DEFENDANT is and was in violation of *California Labor Code* Sections 1197, 1182.12, 1194, 1194.2 and *California Code of Regulations* tit. 8 Section 11090(4). The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 1197, 1194, 1199, 1197.1, and provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1182.12 and 1194.2.

II. DEFENDANT'S Violations of *California Labor Code* Section 510 and 204.3, Thus, Liability for Penalties Pursuant to Section 1197.1.

a. *California Labor Code* Sections 510, 204.3 and 1197.1.

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one

workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.

Cal. Labor Code § 510; see also Cal. Code Regs. tit. 8 § 11090(3)(A)(a)(1).

An employee may receive, in lieu of overtime compensation, compensating time off at a rate of not less than one and one-half hours for each hour of employment for which overtime compensation is required by law. If an hour of employment would otherwise be compensable at a rate of more than one and one-half times the employee's regular rate of compensation, then the employee may receive compensating time off commensurate with the higher rate."

Id. at 204.3.

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203

Id. at 1197.1(a).

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

Id. at (a)(1)-(2).

b. Facts and Theories Supporting Defendant's Violations of California Labor Code Sections 510 and 204.3, Thus, Liability for Penalties Pursuant to Section 1197.1.

During the first eight (8) or so months of his employment with DEFENDANT, PLAINTIFF estimates that no less than fifty percent (50%) of his working time was spent performing non-managerial tasks, During the final six (6) or so months of his employment with DEFENDANT, PLAINTIFF estimates that no less than eighty-five percent (85%) of his working time was spent performing non-managerial tasks, *e.g.*, filling in staffing vacancies and unclaimed shifts, including entire shifts at the front counter, running errands to and from and between Burbank Hotel, Glendale Express and DEFENDANT's Glendale apartment properties, taking service/maintenance/general calls and performing other various and one-off tasks well outside the scope of his position at Glendale Express for all the properties. PLAINTIFF was also required to perform non-managerial tasks on his days off, *e.g.*, picking up and delivery orders/supplies, and the aforementioned taking service/maintenance/general calls for DEFENDANT's apartment complexes. DEFENDANT never paid PLAINTIFF for the non-managerial work he performed on his days off; thus,

DEFENDANT failed to pay PLAINTIFF California's then prevailing minimum wage. During the entirety of PLAINTIFF's employment, he worked twelve (12) to sixteen (16) hour shifts. And when these shifts were comprised of PLAINTIFF performing non-managerial duties, DEFENDANT failed to (1) pay PLAINTIFF all lawful overtime wages he earned, (2) provide him with timely, uninterrupted meal and rest periods to which he was entitled, and (3) pay PLAINTIFF one hour at his regular rate of pay for failing to provide him meal and rest periods. Plaintiff is informed and believes and thereon alleges that that during all relevant pay periods, any and all AGGRIEVED EMPLOYEES also were not paid all the overtime wages they earned. Accordingly, DEFENDANT is and was in violation of *California Labor Code* Sections 510 and 204.3 and *Cal. Code Regs. tit. 8* Section 11050(3), and is, thus, liable for civil penalties pursuant to Section 1197.1. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 510 and 1197.1, and subdivision (c) applies to 204.3.

III. DEFENDANT'S Violations of *California Labor Code* Sections 512 and 226.7.

a. *California Labor Code* Section 512.

An 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, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

Cal. Lab. Code § 512(a); *see also Cal. Code Regs. tit. 8* § 11090(11)(A)-(C).

If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

Id. at 226.7(c); *see also Cal. Code Regs. tit. 8* § 11090(11)(D).

b. Facts and Theories Supporting Defendant's Violation of *California Labor Code* Sections 512 and 226.7.

During the first eight (8) or so months of his employment with DEFENDANT, PLAINTIFF estimates that no less than fifty percent (50%) of his working time was spent performing non-managerial tasks, During the final six (6) or so months of his employment with DEFENDANT, PLAINTIFF estimates that no less than eighty-five percent (85%) of his working time was spent performing non-managerial tasks, *e.g.*, filling in staffing vacancies and unclaimed shifts, including entire shifts at the front counter, running errands to and from and between Burbank Hotel, Glendale Express and DEFENDANT's Glendale apartment properties, taking service/maintenance/general

calls and performing other various and one-off tasks well outside the scope of his position at Glendale Express for all the properties. PLAINTIFF was also required to perform non-managerial tasks on his days off, e.g., picking up and delivery orders/supplies, and the aforementioned taking service/maintenance/general calls for DEFENDANT's apartment complexes. DEFENDANT never paid PLAINTIFF for the non-managerial work he performed on his days off; thus, DEFENDANT failed to pay PLAINTIFF California's then prevailing minimum wage. During the entirety of PLAINTIFF's employment, he worked twelve (12) to sixteen (16) hour shifts. And when these shifts were comprised of PLAINTIFF performing non-managerial duties, DEFENDANT failed to provide him with timely, uninterrupted meal and rest periods to which he was entitled, and pay PLAINTIFF one hour at his regular rate of pay for failing to provide him meal and rest periods. PLAINTIFF is also informed and believes and thereon alleges that based on short staffing, and pulling employees from hotels to work on apartment complexes, DEFENDANT fails to provide the AGGRIEVED EMPLOYEES with all timely, uninterrupted meal and rest periods to which they are entitled. In fact, PLAINTIFF is aware of DEFENDANT's practice of editing the AGGRIEVED EMPLOYEES' timekeeping records/punches so as to cover-up not provided, untimely and/or shortened breaks. Of course, when lawful meal and rest periods are not made available to the AGGRIEVED EMPLOYEES, DEFENDANT fails to pay them one hour at their regular rate of pay. Plaintiff is informed and believes and thereon alleges that that during all relevant pay periods, any and all AGGRIEVED EMPLOYEES also were not provided all meal and rest periods, or paid the penalties for not being provided these meal and rest periods. Accordingly, DEFENDANT is and was in violation of *California Labor Code* Sections 512 and 226.7 and *Cal. Code Regs. tit. 8 Section 11050(11)*. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 512, 204.3 and 226.7.

IV. DEFENDANT'S Liability for Civil Penalties Pursuant to *California Labor Code* Section 558.

a. *California Labor Code* Section 558.

Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages."

Cal. Lab. Code § 558(a)(1)-(2) (emphasis added).

b. Facts and Theories Supporting Defendant's Liability for Civil Penalties Pursuant to *California Labor Code* Section 558.

As set forth herein, during all relevant pay periods, DEFENDANT *California Labor Code* Sections 510 and 512, as well as, the provision regulating hours and days of work in the applicable IWC Wage Order. Accordingly, DEFENDANT is and was in violation of *California Labor Code* Section 558. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 558.

V. DEFENDANT'S Violations of California Labor Code Section 226.7.

a. California Labor Code Section 226.7.

An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

Cal. Lab. Code § 226.7(b); *see also Cal. Code Regs.* tit. 8 § 11090(12)(A)-(B).

Pursuant to the *California Labor Code* and the applicable IWC Wage Order, employees are entitled to an uninterrupted rest period of not less than ten (10) minutes per four (4) hours or major fraction thereof. *Id.*

“[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.” *Id.*

b. Facts and Theories Supporting Defendant’s Violation of California Labor Code Section 226.7.

During the first eight (8) or so months of his employment with DEFENDANT, PLAINTIFF estimates that no less than fifty percent (50%) of his working time was spent performing non-managerial tasks, During the final six (6) or so months of his employment with DEFENDANT, PLAINTIFF estimates that no less than eighty-five percent (85%) of his working time was spent performing non-managerial tasks, *e.g.*, filling in staffing vacancies and unclaimed shifts, including entire shifts at the front counter, running errands to and from and between Burbank Hotel, Glendale Express and DEFENDANT’s Glendale apartment properties, taking service/maintenance/general calls and performing other various and one-off tasks well outside the scope of his position at Glendale Express for all the properties. PLAINTIFF was also required to perform non-managerial tasks on his days off, *e.g.*, picking up and delivery orders/supplies, and the aforementioned taking service/maintenance/general calls for DEFENDANT’s apartment complexes. DEFENDANT never paid PLAINTIFF for the non-managerial work he performed on his days off; thus, DEFENDANT failed to pay PLAINTIFF California’s then prevailing minimum wage. During the entirety of PLAINTIFF’s employment, he worked twelve (12) to sixteen (16) hour shifts. And when these shifts were comprised of PLAINTIFF performing non-managerial duties, DEFENDANT failed to provide him with timely, uninterrupted meal and rest periods to which he was entitled, and pay PLAINTIFF one hour at his regular rate of pay for failing to provide him meal and rest periods. PLAINTIFF is also informed and believes and thereon alleges that based on short staffing, and pulling employees from hotels to work on apartment complexes, DEFENDANT fails to provide the AGGRIEVED EMPLOYEES with all timely, uninterrupted meal and rest periods to which they are entitled. In fact, PLAINTIFF is aware of DEFENDANT’s practice of editing the AGGRIEVED EMPLOYEES’ timekeeping records/punches so as to cover-up not provided, untimely and/or shortened breaks. Of course, when lawful meal and rest periods are not made available to the AGGRIEVED EMPLOYEES, DEFENDANT fails to pay them one hour at their regular rate of pay. Plaintiff is informed and believes and thereon alleges that that during all relevant pay periods, any and all AGGRIEVED EMPLOYEES also were not provided all meal and rest periods, or paid the penalties for not being provided these meal and rest periods.

Accordingly, DEFENDANT is and was in violation of *California Labor Code* Section 226.7 and *Cal. Code Regs. tit. 8 Section 11050(12)*. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 226.7.

VI. DEFENDANT’S Violations of California Labor Code Section 1198.

a. California Labor Code Section 1198.

“The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” *Cal. Labor Code* § 1198.

b. Facts and Theories Supporting Defendant’s Violation of California Labor Code Section 1198.

As set forth herein, during all relevant pay periods, Defendant continuously violated the standard and conditions of labor fixed by the commission, including but not limited to its violations of *California Labor Code* sections 1197, 1182.12, 1194, 510, 512, 226.7 and *Cal. Code Regs. tit. 8 Section 11050(3), (4), (11) and (12)*. Accordingly, DEFENDANT is and was in violation of *California Labor Code* Section 1198. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1198.

VII. DEFENDANT’S Violations of California Labor Code Section 1199.

a. California Labor Code Section 1199.

Every **employer or other person acting either individually or as an officer, agent, or employee of another person** is guilty of a misdemeanor and is punishable by a fine of not less than one hundred dollars (\$100) or by imprisonment for not less than 30 days, or by both, who does any of the following: (a) **Requires or causes any employee to work for longer hours than those fixed, or under conditions of labor prohibited by an order of the commission.** (b) **Pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission.** (c) **Violates or refuses or neglects to comply with any provision of this chapter or any order or ruling of the commission.**

Cal. Labor Code § 1199 (emphasis added).

b. Facts and Theories Supporting Defendant’s Violation of California Labor Code Section 1199.

As set forth herein, during all times relevant, DEFENDANT continuously required or caused PLAINTIFF and any and all AGGRIEVED EMPLOYEES to (1) work for longer hours than those fixed by an order of the commission, (2) under conditions of labor prohibited by an order of the commission, and (3) to be paid a wage less than the minimum fixed by an order of the commission. Moreover, during all times relevant, DEFENDANT continuously violates, refuses and neglects to comply with provisions of this chapter of the *California Labor Code* and orders and rulings of the commission as evidenced by its violations of *California Labor Code* sections

1197, 1182.12, 1194, 510, 512, 226.7 and *Cal. Code Regs. tit. 8 Section 11050(3), (4), (11) and (12)*. Accordingly, DEFENDANT is and was in violation of *California Labor Code* Section 1199. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1199.

VIII. DEFENDANT’S Violations of California Labor Code Section 204, Thus, Liability for Penalties Pursuant to Section 210.

a. California Labor Code Sections 204 and 210.

“All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays.” *Cal. Lab. Code* § 204.

In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.

Id. at 210.

b. Facts and Theories Supporting Defendant’s Violation of California Labor Code Section 204, Thus, Liability for Penalties Pursuant to Section 210.

As set forth herein, DEFENDANT at all times failed to pay PLAINTIFF and all AGGRIEVED EMPLOYEES their lawful wages twice during each calendar month that were due and owing because of DEFENDANT’s violations of *California Labor Code* Sections 1197, 1182.12, 1194, 510 and *Cal. Code Regs. tit. 8 Section 11050(3), (4), (11) and (12)*. Accordingly, DEFENDANT is and was in violation of *California Labor Code* Section 204 and is, thus, liable for civil penalties pursuant to Section 210. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 204 and provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 210.

IX. DEFENDANT’S Violations of California Labor Code Section 226, Thus, Liability for Penalties Pursuant to Section 226.3 or 2699(f)(2).

a. California Labor Code Section 226, 226.3 and 2699(f)(2).

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employees wages, or separately when 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 for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial

Welfare Commission, (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 and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and the total hours worked for each temporary services assignment. The deductions made from payment of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California. For purposes of this subdivision, copy includes a duplicate of the itemized statement provided to an employee or a computer-generated record that accurately shows all of the information required by this subdivision.

Cal. Lab. Code § 226(a); see also Cal. Code Regs. tit. 8 § 11090(7)(B).

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in this section are in addition to any other penalty provided by law.”

Id. at 226.3.

“If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.” *Cal. Lab. Code § 2699(f)(2).*

b. Facts and Theories Supporting Defendant’s Violations of *California Labor Code* Section 226, Thus, Liability for Penalties Pursuant to Section 226.3 or 2699(f)(2).

Resulting from DEFENDANT’s willful failure to pay PLAINTIFF and the AGGRIEVED EMPLOYEES all wages and penalties earned, including based on off-the-clock work and/or timekeeping edits, as well as, the work performed outside of Glendale Express, DEFENDANT also failed/fails to furnish PLAINTIFF and all AGGRIEVED EMPLOYEES accurate itemized wage statements. Specifically, statements that DEFENDANT furnishes to PLAINTIFF and all AGGRIEVED EMPLOYEES’ fail to accurately show/evidence/contain/include (a) all hours worked, (b) gross and net wages earned, and (c) the name and address of the employer. Plaintiff is informed and believes and thereon alleges that that during all relevant pay periods, any and all AGGRIEVED

EMPLOYEES also were not paid all the overtime wages they earned. Further resulting from, and necessary to conceal DEFENDANT's herein-detailed unlawful company-wide policies, DEFENDANT failed/fails to keep payroll records showing PLAINTIFF and all AGGRIEVED EMPLOYEES' accurate hours worked, and wages earned/paid. Accordingly, DEFENDANT is and was in violation of *California Labor Code* Section 226 and *Cal. Code Regs. tit. 8 Section 11050(7)(A)-(C)*, and is, thus, liable for civil penalties pursuant to Section 226.3, or 2699(f)(2). The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to paragraphs (1) through (5), inclusive, (7) and (9) of subdivision (a) of *California Labor Code* Section 226 and subdivision (c) applies to 226.3.

X. DEFENDANT'S Violations of *California Labor Code* Section 1174, Thus, Liability for Penalties Pursuant to Section 1174.5.

a. *California Labor Code* Sections 1174 and 1174.5.

"Every person employing labor in this state shall: . . . Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid" *Cal. Lab. Code* § 1174(d). (emphasis added).

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

Id. at 1174.5.

b. Facts and Theories Supporting Defendant's Violation of *California Labor Code* Section 1174, Thus, Liability for Penalties Pursuant to Section 1174.5.

Resulting from, and necessary to conceal DEFENDANT's herein-detailed unlawful company-wide policies, DEFENDANT failed/fails to keep payroll records showing PLAINTIFF and all AGGRIEVED EMPLOYEES' accurate hours worked, and wages earned/paid. Accordingly, DEFENDANT is and was in violation of *California Labor Code* Section 1174 and *Cal. Code Regs. tit. 8 Section 11050(7)(A)-(C)* and is, thus, liable for civil penalties pursuant to Section 1174.5. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1174 and subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1174.5.

XI. DEFENDANT'S Violations of *California Labor Code* Section 2802, Thus, Liability for Penalties Pursuant to Section 1197.1.

a. *California Labor Code* Sections 2802 and 1197.1.

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

All awards made by a court or by the Division of Labor Standards Enforcement for reimbursement of necessary expenditures under this section shall carry interest at the same rate as judgments in civil actions. Interest shall accrue from the date on which the employee incurred the necessary expenditure or loss.

Id. at (b).

Also, Section 2802 states: “For purposes of this section, the term ‘necessary expenditures or losses’ shall include all reasonable costs, including, but not limited to, attorney’s fees incurred by the employee enforcing the rights granted by this section.” *Id.* at 2802(c).

In addition to recovery of penalties under this section in a court action or proceedings pursuant to Section 98, the commissioner may issue a citation against an employer or other person acting on behalf of the employer who violates reimbursement obligations for an amount determined to be due to an employee under this section. The procedures for issuing, contesting, and enforcing judgments for citations or civil penalties issued by the commissioner shall be the same as those set forth in Section 1197.1. Amounts recovered pursuant to this section shall be paid to the affected employee.

Id. at (d).

Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203

Id. at 1197.1(a).

(1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed.

Id. at (a)(1)-(2).

b. Facts and Theories Supporting Defendant’s Violation of *California Labor Code* Section 2802, Thus, Liability for Penalties Pursuant to Section 1197.1.

During all times relevant, PLAINTIFF and all AGGRIEVED EMPLOYEES are and were incurring expenses discharging their duties for, and/or at the direction of DEFENDANT. Specifically, DEFENDANT required PLAINTIFF and all AGGRIEVED EMPLOYEES to incur business

expenses carrying out their employment duties for, including but not limited to, (1) using their personal cellular phone services for texting, and calling while at work and while off-duty, (2) using their personal automobiles for errands to and from DEFENDANT's various locations, (3) purchasing supplies and food for the locations and staff, and (4) use of home internet service. Further, DEFENDANT failed to pay PLAINTIFF and all AGGRIEVED EMPLOYEES the IRS's then prevailing mileage reimbursement per mile they drove their personal automobiles. Despite PLAINTIFF and all AGGRIEVED EMPLOYEES incurring no less than the preceding business expenditures, DEFENDANT never reimbursed them for the same. Plaintiff is informed and believes and thereon alleges that that during all relevant pay periods, any and all AGGRIEVED EMPLOYEES also were not being reimbursed for all the business expenditures. Accordingly, DEFENDANT is and was in violation of *California Labor Code* Section 2802 and is, thus, liable for civil penalties pursuant to Section 1197.1. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 2802. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 1197.1.

XI. DEFENDANT'S Violations of *California Labor Code* Sections 201, 202, 203 and 208.

a. *California Labor Code* Sections 201, 202, 203 and 208.

"If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." *Cal. Lab. Code* § 201(a).

If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting.

Id. at 202(a).

If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

Id. at 203(a).

"Every employee who is discharged shall be paid at the place of discharge, and every employee who quits shall be paid at the office or agency of the employer in the county where the employee has been performing labor. All payments shall be made in the manner provided by law."

Id. at 208.

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b. Facts and Theories Supporting Defendant's Violation of *California Labor Code* Sections 201, 202, 203 and 208.

Because of DEFENDANT willfully failing to pay PLAINTIFF and the AGGRIEVED EMPLOYEES all their herein-detailed earned but unpaid wages, as well as, the unpaid meal and rest period penalties, DEFENDANT also willfully fails to pay them all wages they earn twice during each calendar month, as well as, all wages owing within the statutorily required time, and place, after any one of the AGGRIEVED EMPLOYEES' resignation, or termination from employment. Accordingly, DEFENDANT is and was in violation of *California Labor Code* Sections 201, 202, 203 and 208. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (a) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Sections 201, 202, 203 and 208.

XII. DEFENDANT'S Liability Pursuant to *California Labor Code* Section 558.1.

a. *California Labor Code* Section 558.1.

Under *California Labor Code* Section 558.1:

(a) Any employer or other person acting on behalf of an employer, who violates, or causes to be violated, any provision regulating minimum wages or hours and days of work in any order of the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the employer for such violation. (b) For purposes of this section, the term "other person acting on behalf of an employer" is limited to a natural person who is an owner, director, officer, or managing agent of the employer, and the term "managing agent" has the same meaning as in subdivision (b) of Section 3294 of the Civil Code. (c) Nothing in this section shall be construed to limit the definition of employer under existing law.

Cal. Lab. Code § 558.1 (emphasis added).

b. Facts and Theories Supporting Defendant's Liability Pursuant to *California Labor Code* Section 558.1.

All the herein-detailed violations of the *California Labor Code* and applicable IWC Wage order, *i.e.*, *California Code of Regulations* tit. 8 Section 11050, were/are violated, or were/are caused to be violated by the individual, the natural persons, Sharon Crown, Mike Crown, Mark Crigler, and Victoria Crown a/k/a Victoria Crigler who, as the owners, directors, officers, CFOs, CEOs, and managing agents of the corporate entities identified herein, controls all conditions of employment, including wages and hours for PLAINTIFF and any and all AGGRIEVED EMPLOYEES. Plaintiff is informed and believes and thereon alleges that that during all relevant pay periods, any and all AGGRIEVED EMPLOYEES also were not paid all the overtime wages they earned. Accordingly, the corporate Defendant, as well as, the individual Defendants can be held liable as the employer for all damages, including civil penalties, for the identified provisions and Sections pursuant to *California Labor Code* Section 558.1. The LWDA should investigate these violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. The provisions of subdivision (c) of *California Labor Code* Section 2699.3 applies to *California Labor Code* Section 558.1.

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XI. DEFENDANT'S Liability for Penalties Pursuant to California Labor Code Section 2698, et seq.

a. California Labor Code Section 2698, et seq.

(a) Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.

Cal. Lab. Code § 2699(a).

Section 2699 further states in part: "If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation." *Id.* at 2699(f)(2).

b. Facts and Theories Supporting Defendant's Violation of California Labor Code Section 2698, et seq.

As set forth in this notice, during all times relevant, DEFENDANT is and was continually violating and/or causing to be violated all the herein-identified Sections of the *California Labor Code* and *Cal. Code Regs. tit. 8* Section 11050(3), (4), (7), (11), and (12) based on its/their unlawful company-wide policies and procedures regarding, *inter alia*, payment of wages, hours and conditions work, including non-provision of meal and rest periods, as well as, failure to keep records regarding the same. PLAINTIFF implores the LWDA to investigate all DEFENDANT's herein-detailed violations as applying to PLAINTIFF and any and all AGGRIEVED EMPLOYEES. If the LWDA does not investigate DEFENDANT's violations outlined in this notice, and does not provide PLAINTIFF notice that it intends to investigate within the statutorily required time, PLAINTIFF, on behalf of PLAINTIFF, the State of California, and any and all AGGRIEVED EMPLOYEES, as a Private Attorneys General, will seek the herein-detailed penalties and all other damages available to PLAINTIFF, the State of California and all AGGRIEVED EMPLOYEES as a result of DEFENDANT's unlawfulness. PLAINTIFF will also seek recovery of reasonable attorney's fees and costs of suit.

Very Truly Yours,



Matthew L. Mann, Esq.

cc: **SUBMITTED ELECTRONICALLY TO:**
State of California, Dept. of Industrial Relations
Labor and Workforce Development Agency
<https://dir.tfaforms.net/308>