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Attorneys for Plaintiff
JESSICA JIMENEZ,
individually, and on behalf of Aggrieved
Employees pursuant to the California
Private Attorneys General Act,

Assigned for All Purposes
Judge William Claster
Dept. CX101

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

JESSICA JIMENEZ, individually, and on behalf
of Aggrieved Employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

vs.

GREAT LAKES SERVICES, LLC D/B/A
GREAT WOLF LODGE; GREAT WOLF
RESORTS HOLDINGS, INC. D/B/A GREAT
WOLF LODGE; GREAT WOLF RESORTS,
INC. D/B/A GREAT WOLF LODGE; and DOES
1 through 25, inclusive,

Defendants.

Case No. 30-2023-01369266-CU-OE-CXC

**COMPLAINT FOR ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT, CAL.
LABOR CODE §§ 2698 *ET SEQ.***

1 Plaintiff JESSICA JIMENEZ (“Plaintiff”), individually, and on behalf of other Aggrieved
2 Employees pursuant to the California Labor Code Private Attorneys General Act, alleges as follows:

3 **INTRODUCTION**

4 1. This is an enforcement action under the California Labor Code Private Attorneys
5 General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 on behalf of Plaintiff, the State of California, and all individuals who worked for Defendants in the
7 State of California as hourly-paid and/or non-exempt employees at any time during the period from
8 October 14, 2022 to final judgment (“Aggrieved Employees”).

9 2. Plaintiff alleges that Defendants hired Plaintiff and Aggrieved Employees but failed to
10 properly pay them all wages owed for all time worked (including minimum wages, regular rate/straight
11 time wages, and overtime wages), failed to provide them with all meal periods and rest periods and
12 associated premium wages to which they were entitled, failed to timely pay them all wages due during
13 their employment, failed to timely pay them all wages due upon termination of their employment,
14 failed to provide them with accurate itemized wage statements, failed to maintain accurate payroll
15 records, and failed to reimburse them for necessary business expenses.

16 3. As a result, Defendants violated California Labor Code sections 201, 202, 203, 204,
17 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable
18 Industrial Welfare Commission (“IWC”) Wage Order. Through this action, Plaintiff seeks to recover
19 all available remedies under PAGA, including, but not limited to, civil penalties and attorney’s fees
20 and costs.

21 **JURISDICTION AND VENUE**

22 4. This Court has jurisdiction over this action pursuant to the California Constitution,
23 Article VI, section 10. The statutes under which this action is brought do not specify any other basis
24 for jurisdiction.

25 5. This Court has jurisdiction over all Defendants because, upon information and belief,
26 Defendants are either citizens of California, have sufficient minimum contacts in California, or
27 otherwise intentionally availed themselves of the California market to render the exercise of
28 jurisdiction over them by the California courts consistent with traditional notions of fair play and

1 substantial justice. Further, no federal question is at issue because the claims asserted herein are based
2 solely on California law.

3 6. Venue is proper in this Court because, upon information and belief, Defendants
4 maintain offices, have agents, employ individuals, and/or transact business in the State of California,
5 County of Orange. Moreover, many of the acts, events, and violations alleged herein relating to
6 Plaintiff occurred in the State of California, County of Orange.

7 **THE PARTIES**

8 7. At all times herein mentioned, Plaintiff JESSICA JIMENEZ was and is a resident of
9 Los Angeles County in the State of California.

10 8. At all times herein mentioned, Defendant GREAT LAKES SERVICES, LLC D/B/A
11 GREAT WOLF LODGE was and is, an employer who does business in California, with locations
12 throughout the state of California, and whose employees are engaged throughout Orange County and
13 the State of California, including at 12681 Harbor Boulevard, Garden Grove, California, 92840.

14 9. At all times herein mentioned, Defendant GREAT WOLF RESORTS HOLDINGS,
15 INC. D/B/A GREAT WOLF LODGE was and is, an employer who does business in California, with
16 locations throughout the state of California, and whose employees are engaged throughout Orange
17 County and the State of California, including at 12681 Harbor Boulevard, Garden Grove, California,
18 92840.

19 10. At all times herein mentioned, Defendant GREAT WOLF RESORTS, INC. D/B/A
20 GREAT WOLF LODGE was and is, an employer who does business in California, with locations
21 throughout the state of California, and whose employees are engaged throughout Orange County and
22 the State of California, including at 12681 Harbor Boulevard, Garden Grove, California, 92840.

23 11. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
24 the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and
25 serve such fictitiously named Defendants once their names and capacities become known.

26 12. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
27 omissions alleged herein were performed by, or are attributable to GREAT LAKES SERVICES, LLC
28 D/B/A GREAT WOLF LODGE; GREAT WOLF RESORTS HOLDINGS, INC. D/B/A GREAT

1 WOLF LODGE; GREAT WOLF RESORTS, INC. D/B/A GREAT WOLF LODGE and/or DOES 1
2 through 25 (collectively “Defendants”), each acting as the agent, employee, alter ego, and/or joint
3 venturer of, or working in concert with, each of the other co-Defendants and within the course and
4 scope of such agency, employment, joint venture, or concerted activity with legal authority to act on
5 the others’ behalf. The acts of any and all Defendants represent and were in accordance with
6 Defendants’ official policy.

7 13. At all relevant times, Defendants were the employers of Plaintiff within the meaning
8 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
9 working conditions, wages, working hours, and conditions of employment of Plaintiff to make each
10 of said Defendants employers and employers liable under the statutory provisions set forth herein.

11 14. Defendants had the authority to hire and terminate Plaintiff and the Aggrieved
12 Employees, to set work rules and conditions governing their employment, and to supervise their
13 daily employment activities.

14 15. Defendants exercised sufficient authority over the terms and conditions of Plaintiff
15 and the Aggrieved Employees’ employment for them to be their joint employers.

16 16. Defendants directly hired and paid wages and benefits to Plaintiff and the Aggrieved
17 Employees.

18 17. Defendants continue to employ hourly paid and/or non-exempt employees within the
19 State of California.

20 18. At all relevant times, Defendants, and each of them, ratified the acts and omissions
21 complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts
22 and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

23 19. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is
24 in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
25 occurrences, and transactions alleged herein.

26 **GENERAL ALLEGATIONS**

27 20. Plaintiff has been working for Defendants from approximately January 2021 through
28 approximately the end of July 2023 as a receiving Clerk and Security Assistant. Defendants jointly

1 and severally employed Plaintiff at 2500 Daniels St. their location in Manteca, California. Plaintiff
2 performed various duties for Defendants including, among other things, overseeing all shipping and
3 receiving of items that were brought to Defendants' location. Defendants operate recreational
4 hotel/amusement park resorts and maintain employees throughout California, particularly in Orange
5 and San Joaquin counties.

6 21. Defendants hired Plaintiff and the Aggrieved Employees but failed to properly pay
7 them all minimum wages, regular rate/straight time wages, or overtime wages for all hours worked,
8 failed to provide all meal and rest breaks to which they were entitled, failed to timely pay all wages
9 during employment or upon termination of employment, failed to provide accurate wage statements,
10 failed to keep accurate employment records, failed to reimburse necessary business-related expenses,
11 and failed to adhere to other related protections afforded by the California Labor Code and applicable
12 Industrial Welfare Commission Wage Order.

13 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
14 should have known that Plaintiff and the Aggrieved Employees were entitled to the protections
15 afforded by the Labor Code and the applicable Wage Order, yet as set forth in detail below, engaged
16 in a systematic pattern and practice of violating the California Labor Code and the applicable Wage
17 Order.

18 **PAGA ALLEGATIONS**

19 23. At all times set forth herein, PAGA was applicable to Plaintiff's employment by
20 Defendants.

21 24. PAGA provides that any provision of law under the California Labor Code that
22 provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected
23 by the California Labor & Workforce Development Agency ("LWDA") for violations of the California
24 Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved
25 employee on behalf of himself or herself and other current or former employees pursuant to procedures
26 outlined in California Labor Code section 2699.3.

27 25. Pursuant to PAGA, a civil action may be brought by an "aggrieved employee," who is
28 any person employed by the alleged violator and against whom one or more of the alleged violations

1 was committed.

2 26. Plaintiff and the other employees are “Aggrieved Employees” as defined by California
3 Labor Code section 2699(c) because they are current or former employees of Defendants against
4 whom one of more of the alleged violations were committed.

5 27. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee,
6 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
7 have been met:

8 (a) The Aggrieved Employee shall give written notice by certified mail (hereinafter
9 “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the
10 Labor Code alleged to have been violated, including the facts and theories to support the
11 alleged violations.

12 (b) The LWDA shall provide notice (hereinafter “LWDA Response”) to the employer and the
13 aggrieved employee by certified mail that it does not intend to investigate the alleged
14 violation within sixty (60) calendar days of the postmark date of the Employee’s Notice.
15 Upon receipt of the LWDA Response, or if the LWDA Response is not provided within
16 sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved
17 employee may commence a civil action pursuant to California Labor Code section 2699
18 to recover civil penalties in addition to any other penalties to which the employee may be
19 entitled.

20 28. On September 28, 2023, Plaintiff provided notice by electronic submission to the
21 LWDA and by certified mail to Defendants regarding the specific provisions of the Labor Code alleged
22 to have been violated, including the facts and theories to support the alleged violations, pursuant to
23 Labor Code section 2699.3. **A true and correct copy of the Employee’s Notice is attached hereto**
24 **as Exhibit A.**

25 29. On October 11, 2023, Plaintiff provided amended notice by electronic submission to
26 the LWDA and by certified mail to Defendants regarding the specific provisions of the Labor Code
27 alleged to have been violated, including the facts and theories to support the alleged violations,
28 pursuant to Labor Code section 2699.3. **A true and correct copy of the Employee’s amended Notice**

1 **is attached hereto as Exhibit B.**

2 30. Plaintiff did not receive a LWDA Response within sixty-five calendar days of
3 providing the Employee's Notice or Employee's amended Notice.

4 31. Therefore, the administrative prerequisites under California Labor Code section
5 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of
6 California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197,
7 1197.1, 1198, 2800 and 2802 have been satisfied.

8 **FIRST CAUSE OF ACTION**

9 **VIOLATION OF CALIFORNIA LABOR CODE §§ 2699, *ET SEQ.***

10 **(Against All Defendants and DOES 1 – 25)**

11 32. Plaintiff incorporates herein by specific reference, as though fully set forth, the
12 allegations in all preceding paragraphs.

13 33. Plaintiff brings this action on an individual basis and on a representative basis on behalf
14 of other Aggrieved Employees and the State of California, in Plaintiff's capacity as a private attorney
15 general pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.*

16 34. PAGA expressly provides for a private right of action to recover civil penalties for
17 violations of the Labor Code as follows: "Notwithstanding any other provision of law, any provision
18 of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
19 Development Agency or any of its departments, divisions, commissions, boards, agencies, or
20 employees, for a violation of this code, may, as an alternative, be recovered through a civil action
21 brought by an aggrieved employee on behalf of himself or herself and other current or former
22 employees pursuant to the procedures specified in Section 2699.3." Cal. Lab. Code § 2699(a).

23 35. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
24 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
25 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

26 36. Plaintiff and the other hourly-paid, non-exempt employees are "Aggrieved Employees"
27 as defined by California Labor Code section 2699(c) in that they are all current or former employees
28 of Defendants, and one or more of the alleged violations were committed against them.

1 37. Defendants' conduct, as alleged herein, violates numerous sections of the California
2 Labor Code, including, but not limited to, the following:

- 3 (a) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to
4 pay minimum wages, as set forth more fully below;
- 5 (b) Violation of California Labor Code sections 510 and 1198 for failure to pay
6 overtime wages, as set forth more fully below;
- 7 (c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide
8 legally required meal periods, as set forth more fully below;
- 9 (d) Violation of California Labor Code sections 226.7 and 512(a) for failure to pay
10 required meal period premiums, as set forth more fully below;
- 11 (e) Violation of California Labor Code section 226.7 for failure to provide legally
12 required rest periods, as set forth more fully below;
- 13 (f) Violation of California Labor Code section 226.7 for failure to pay required rest
14 period premiums, as set forth more fully below;
- 15 (g) Violation of California Labor Code section 204 for failure to timely pay wages to
16 Plaintiff and Aggrieved Employees during employment, as set forth more fully
17 before;
- 18 (h) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all
19 wages at time of discharge from employment, as set forth more fully below;
- 20 (i) Violation of California Labor Code section 226(a) for failure to provide accurate
21 wage statements to Plaintiff and Aggrieved Employees, as set forth more fully
22 below;
- 23 (j) Violation of California Labor Code section 1174(d) for failure to keep complete
24 and accurate payroll records relating to Plaintiff and Aggrieved Employees, as set
25 forth more fully below; and
- 26 (k) Violation of California Labor Code sections 2800 and 2802 for failure to reimburse
27 Plaintiff and Aggrieved Employees for necessary business-related expenses, as set
28 forth more fully below.

38. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seek assessment and collection of civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against Defendants for violations of Labor Code sections set forth herein, including penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, and 1197.1, penalties under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

39. Pursuant to California Labor Code section 2699(i), civil penalties recovered by Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five (25%) to the Aggrieved Employees.

40. Plaintiff retained counsel to file this court action, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorney's fees and costs pursuant to Labor Code §§ 210, 218.5, 2699(g)(1), and any other applicable statute.

Failure to Pay Minimum Wages

41. California Labor Code sections 1194, 1197 and 1197.1 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.

42. The IWC set the minimum wage for Plaintiff and the Aggrieved Employees in the applicable IWC Wage Order.

43. Defendants failed to pay minimum wage to Plaintiff and the Aggrieved Employees for a wide range of off-the-clock work performed, including, *inter alia*:

- i. suffering or permitting Plaintiff and Aggrieved Employees to perform work for the benefit of Defendants prior to clocking-in for their shift(s) including standard work duties such as accepting and unloading deliveries, as well as receiving and responding to work-related communications (*e.g.*, via email, text, or phone call);
- ii. suffering or permitting Plaintiff and Aggrieved Employees to perform work for the benefit of Defendants after clocking-out from their shift(s) including standard job

1 duties such as dropping off packages for mailing or else attending work-related events
2 unpaid;

3 iii. suffering or permitting Plaintiff and Aggrieved Employees to perform work for the
4 benefit of Defendants while “off-the-clock” during meal periods, including overseeing
5 all the shipping and receiving that came in, answering emails and Microsoft teams
6 messages, and responding to walkie-talkie communications;

7 iv. suffering or permitting Plaintiff and Aggrieved Employees to perform work for the
8 benefit of Defendants while “off-the-clock” between shifts, including, but not limited
9 to through work-related communications (via email, text, or phone) after hours, while
10 Plaintiff and Aggrieved Employees were taking sick days, etc.

11 44. Moreover, Defendants had a policy, practice and procedure of rounding employee time
12 such that Plaintiff and Aggrieved Employees were systematically unpaid and/or underpaid for time
13 worked over the course of their employment.

14 45. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff
15 and the Aggrieved Employees for all hours they worked in violation of California Labor Code sections
16 1194, 1197, and 1197.1.

17 **Failure to Pay Proper Overtime Wages**

18 46. Labor Code section 510 and the applicable IWC Wage Order require Defendants to pay
19 Plaintiff and Aggrieved Employees who worked more than eight (8) hours in a day; more than forty
20 (40) hours in a workweek, and/or seven (7) consecutive days, at the rate of one-and-a-half times their
21 regular rate for all such hours worked.

22 47. Labor Code section 510 and the applicable IWC Wage Order further requires
23 Defendants to pay Plaintiff and Aggrieved Employees who worked more than twelve (12) hours in a
24 day or more than eight (8) hours on the seventh consecutive day, overtime compensation at a rate of
25 two (2) times their regular rate of pay for all such hours worked.

26 48. During the relevant time period, Plaintiff and Aggrieved Employees regularly worked
27 in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, in excess of forty (40)
28 hours in a workweek and/or for seven (7) or more consecutive days, but Defendants routinely failed

1 to properly account for all such overtime hours and further failed to compensate Plaintiff and
2 Aggrieved Employees at the correct overtime rates.

3 49. Defendants' failure to pay correct overtime wages included, *inter alia*: (a) when the
4 combined total of the off-the-clock work discussed *supra* and the on-the-clock work exceed the
5 number of hours that trigger the payment of overtime wages under Labor Code sections 510 and/or
6 the applicable Wage Order; (b) when Defendants intentionally, willfully and/or negligently
7 mischaracterized overtime as regular rate/straight time or minimum wage, or similarly
8 mischaracterized double time as time-and-a-half, regular rate/straight time, or minimum wage; (c)
9 when Defendants assigned more work than could reasonably be completed in a workday or workweek
10 to Plaintiff and Aggrieved Employees, but refused to authorize the overtime necessary for them to
11 complete the assigned work; and (d) when Defendants failed to include all required wages and
12 renumeration when calculating the overtime rate.

13 50. Defendants' failure to pay Plaintiff and Aggrieved Employees proper overtime
14 compensation, as required by California law, violates the provisions of California Labor Code section
15 510, and is therefore unlawful.

16 **Failure to Provide Meal Periods**

17 51. California Labor Code section 226.7 provides that no employer shall require an
18 employee to work during any meal period mandated by an applicable IWC Order.

19 52. California Labor Code section 512(a) provides that an employer may not require, cause,
20 or permit an employee to work for a period of more than five (5) hours per day without providing the
21 employee with a meal period of not less than thirty (30) minutes, except that if the total work period
22 per day of the employee is not more than six (6) hours, the meal period may be waived by mutual
23 consent of both the employer and the employee.

24 53. California Labor Code section 512(a) further provides that an employer may not
25 employ an employee for a work period of more than 10 hours per day without providing the employee
26 with a second meal period of not less than 30 minutes, except that if the total hours worked is no more
27 than 12 hours, the second meal period may be waived by mutual consent of the employer and the
28 employee only if the first meal period was not waived.

1 54. The applicable IWC Wage Order sets forth the same requirements for meal breaks.

2 55. Plaintiff and Aggrieved Employees who were scheduled to work for no longer than six
3 (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required
4 to work for periods longer than five (5) hours without a meal period of not less than thirty (30) minutes.

5 56. Plaintiff and the Aggrieved Employees who were scheduled to work for more than six
6 (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal
7 period of not less than thirty (30) minutes.

8 57. Plaintiff and the Aggrieved Employees, who were scheduled to work for more than ten
9 (10) hours but no longer than twelve (12) hours, and who did not waive their legally mandated meal
10 periods by mutual consent, were required to work in excess of ten (10) hours without receiving a
11 second uninterrupted meal period of not less than thirty (30) minutes.

12 58. Plaintiff and the Aggrieved Employees, who were scheduled to work for a period of
13 time in excess of twelve (12) hours, were required to work for periods longer than ten (10) hours
14 without a second uninterrupted meal period of not less than thirty (30) minutes.

15 59. Moreover, when meal breaks were provided, they were often interrupted, cut short,
16 and/or Plaintiff and the Aggrieved Employees were not relieved of all duties as required by law.

17 60. Such conduct violates California Labor Code sections 226.7 and 512(a) and the
18 applicable IWC Wage Order.

19 **Failure to Pay Compliant Meal Break Premiums**

20 61. California Labor Code section 226.7 provides: “[i]f an employer fails to provide an
21 employee a [meal] period in accordance with a state law, including, but not limited to, an applicable
22 statute or applicable regulation, standard, or order of the Industrial Welfare Commission... the
23 employer shall pay the employee one additional hour of pay at the employee's regular rate of
24 compensation for each workday that the [meal] period is not provided.

25 62. The applicable IWC Wage Order provides: “[i]f an employer fails to provide an
26 employee a meal period in accordance with the applicable provisions of this Order, the employer shall
27 pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work
28 day that the meal period is not provided.”

63. Defendants failed to pay Plaintiff and Aggrieved Employees meal period premiums due in violation of California Labor Code sections 226.7 and 512 on each day when a complete, timely, and uninterrupted meal period of at least thirty (30) minutes was not provided.

64. Moreover, if and when meal break premiums were provided, Defendants failed to incorporate all nondiscretionary payments for work performed by Plaintiff and the Aggrieved Employees in the regular rate of compensation for purposes of such premiums.

65. Defendants' conduct violates the applicable IWC Wage Orders and California Labor Code section 226.7.

Failure to Provide Rest Periods

66. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

67. The applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3½) hours.

68. Defendants required Plaintiff and the Aggrieved Employees to work four (4) or more hours without authorizing or permitting a timely ten (10) minute uninterrupted rest period during which time they were relieved of their duties per each four (4) hour period, or major fraction thereof worked.

69. Defendants' conduct therefore violates the applicable IWC Wage Orders and California Labor Code section 226.7.

Failure to Pay Rest Break Premiums

70. California Labor Code section 226.7 provides: “[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 employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the [rest] period is not provided.

1 71. The applicable IWC Wage Order provides: “[i]f an employer fails to provide an
2 employee a rest period in accordance with the applicable provisions of this Order, the employer shall
3 pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work
4 day that the rest period is not provided.

5 72. Defendants failed to pay Plaintiff and Aggrieved Employees required rest break
6 premiums due when compliant rest periods were not provided.

7 73. Such conduct is in direct violation of California Labor Code section 226.7.

8 **Failure to Timely Pay Wages During Employment**

9 74. California Labor Code section 204 provides that all wages earned by any person in any
10 employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages
11 due upon termination of an employee, are due and payable between the 16th and the 26th day of the
12 month during which the labor was performed. It further provides all wages earned by any person in
13 any employment between the 16th and the last day, inclusive, of any calendar month, other than those
14 wages due upon termination of an employee, are due and payable between the 1st and the 10th day of
15 the following month.

16 75. California Labor Code section 204 provides that all wages earned for labor in excess
17 of the normal work period shall be paid no later than the payday for the next regular payroll period.

18 76. During the relevant time period, Defendants intentionally and willfully failed to pay
19 Plaintiff and the Aggrieved Employees all wages due to them, within any time period permissible
20 under California Labor Code section 204, including wages for minimum wage compensation, regular
21 rate/straight time compensation, overtime compensation, meal period premiums, rest period
22 premiums, and any other wages, remuneration, pay, or monies as they became due (*e.g.*, accrued
23 gratuities, bonuses, commissions, etc.).

24 77. Such conduct violates Labor Code section 204.

25 **Failure to Timely Pay Wages Upon Termination**

26 78. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
27 to timely pay all earned and unpaid wages to an employee who is discharged.

28 79. California Labor Code section 201 mandates that if an employer discharges an

1 employee, the employee's wages accrued and unpaid at the time of discharge are due and payable
2 immediately.

3 80. California Labor Code section 202 mandates that if an employee quits, his or her wages
4 shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee
5 has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee
6 is entitled to his or her wages at the time of quitting.

7 81. California Labor Code section 203 provides that if an employer willfully fails to pay,
8 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
9 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
10 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
11 continue for more than thirty (30) days.

12 82. At the time that Plaintiff and Aggrieved Employees' employment with Defendants
13 ended, Defendants knowingly and willfully failed to pay Plaintiff and the Aggrieved Employees all
14 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
15 limitation, minimum wages or regular rate/straight time wages, overtime wages, meal and rest period
16 premium wages, and any other wages, remuneration, pay, or monies due (*e.g.*, accrued gratuities,
17 bonuses, commissions, etc.

18 83. Such conduct violates Labor Code sections 201, 202 and 203.

19 **Failure to Provide Compliant Wage Statements**

20 84. California Labor Code section 226(a) provides that every employer shall furnish each
21 of its employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total
22 hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
23 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on
24 written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6)
25 the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his
26 or her social security number, (8) the name and address of the legal entity that is the employer, and (9)
27 all applicable hourly rates in effect during the pay period and the corresponding number of hours
28 worked at each hourly rate by the employee.

1 85. Defendants intentionally and willfully failed to provide employees with complete and
2 accurate wage statements. The deficiencies include, among other things, the failure to state all correct
3 rates of pay, all hours worked, all meal period premium wages earned, and all rest period premium
4 wages earned.

5 86. Such conduct violates Labor Code section 226.

6 **Failure to Keep Requisite Payroll Records**

7 87. California Labor Code section 1174(d) requires an employer to keep, at a central
8 location in the state or at the plants or establishments at which employees are employed, payroll
9 records showing the hours worked daily by and the wages paid to, and the number of piece-rate units
10 earned by and any applicable piece rate paid to, employees employed at the respective plants or
11 establishments. These records shall be kept in accordance with rules established for this purpose by
12 the commission, but in any case shall be kept on file for not less than three years.

13 88. Defendants intentionally and willfully failed to keep accurate and complete payroll
14 records showing the hours worked daily and the wages paid to Plaintiff and the Aggrieved Employees.

15 89. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiff
16 and the Aggrieved Employees have suffered injury and damage to their statutorily protected rights.

17 90. More specifically, Plaintiff and the Aggrieved Employees have been injured by
18 Defendants' intentional and willful violation of California Labor Code section 1174(d) because they
19 were denied both their legal right and protected interest, in having available, accurate and complete
20 payroll records pursuant to California Labor Code section 1174(d).

21 **Failure to Reimburse Necessary Business Expenses**

22 91. Pursuant to California Labor Code sections 2800 and 2802, an employer must
23 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
24 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
25 consequence of his or her obedience to the directions of the employer.

26 92. Plaintiff and the Aggrieved Employees incurred necessary business-related expenses
27 and costs that were not fully reimbursed by Defendants, including, but not limited to: (1) the use of
28 personal cell phones and related internet usage for work related usage; (2) mileage for use of personal

1 vehicles for work-related purposes; and (3) uniforms for work attire that were purchased from
2 Defendants' gift shop.

3 93. Defendants intentionally and willfully failed to reimburse Plaintiff and the Aggrieved
4 Employees for all necessary business-related expenses and costs.

5 94. Such conduct violates Labor Code sections 2802.

6 **PRAYER FOR RELIEF**

7 Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

8 1. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210,
9 558, 226, 226.3, 1174.5, 1197.1 and all other penalties allowed by the California Labor Code and/or
10 other applicable statutes;

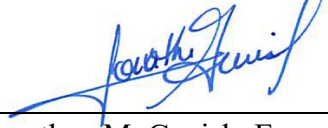
11 2. For statutory attorneys' fees and costs pursuant to sections 210, 218.5 and 2699(g)(1)
12 of California Labor Code; and

13 3. For such other and further relief as the Court may deem proper.
14

15 DATED: December 18, 2023

BLACKSTONE LAW, APC

16
17 By: _____


Jonathan M. Genish, Esq.
Barbara DuVan-Clarke, Esq.
Alex K. Spellman, Esq.
P.J. Van Ert, Esq.

Attorneys for Plaintiff
JESSICA JIMENEZ, individually, and on
behalf of Aggrieved Employees pursuant to the
California Private Attorneys General Act,
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