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SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE – HISTORIC COURTHOUSE

MARTHA JIMENEZ, individually, and on behalf
of others similarly situated,

Plaintiff,

v.

AVONDALE GOLF CLUB, a California nonprofit
corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No.: CVRI2305782

*Assigned for all purposes to the Honorable Harold
W. Hopp, Department 1*

COMPLEX ACTION

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

1. Failure to Pay Minimum and Regular Rate Wages;
2. Failure to Pay Overtime Compensation;
3. Failure to Provide Meal Periods and Pay Wages in Lieu Thereof;
4. Failure to Provide Rest Periods and Pay Wages in Lieu Thereof;
5. Failure to Indemnify Necessary Expenditures or Losses;
6. Failure to Furnish Itemized Wage Statements and to Maintain and Permit Inspection of Records;
7. Failure to Pay Wages at Discharge or Quitting;
8. Unfair Competition Law Remedies for Unlawful and Unfair Business Acts; and
9. Private Attorneys General Act Remedies for Violations of the Labor Code

DEMAND FOR JURY TRIAL

PAGA Case No.

LWDA-CM-982261-23:

September 18, 2023

Action Filed:

October 27, 2023

Answer:

None, as yet

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1 **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

2 1. Introduction. Plaintiff MARTHA JIMENEZ (“Plaintiff”) brings this first amended
3 complaint against defendant AVONDALE GOLF CLUB, a California nonprofit corporation, and DOES
4 1 through 25, inclusive (collectively, “Defendants”), based on facts that have evidentiary support or are
5 likely to have evidentiary support after a reasonable opportunity for further investigation and discovery,
6 which Plaintiff alleges, including on information and belief, pursuant to the laws of the State of California,
7 for which Plaintiff prays for a judgment against Defendants awarding damages, restitution, interest,
8 statutory penalties, injunctive relief, attorneys’ fees, litigation costs, and all other legal and equitable
9 remedies deemed just under California law.

10 2. Causes of Action and Remedies. Defendants employed Plaintiff and other individuals to
11 perform labor under employment policies and practices that failed to comply with Industrial Welfare
12 Commission (“IWC”) Wage Order No. 10-2001 (Regulating Wages, Hours and Working Conditions in
13 the Amusement and Recreation Industry) or other applicable Wage Orders (collectively, “IWC Wage
14 Order(s)”) and Labor Code provisions fixing the minimum wages, maximum hours, and standard
15 conditions of labor for employees in California, which resulted, and continues to result, in illegal conduct
16 giving rise to a class and representative action based on Defendants’ conduct including: (1) failure to pay
17 minimum and regular rate wages; (2) failure to pay overtime compensation; (3) failure to provide meal
18 periods and pay wages in lieu thereof; (4) failure to provide rest periods and pay wages in lieu thereof; (5)
19 failure to indemnify necessary expenditures or losses; (6) failure to furnish accurate itemized wage
20 statements and to maintain accurate records; (7) failure to pay wages at discharge or quitting; and (8)
21 violations of the Unfair Competition Law (Business and Professions Code §§ 17200-17210, *et seq.*
22 [sometimes “UCL”]) for unlawful and unfair business acts; and (9) Labor Code Private Attorneys General
23 Act of 2004 (Labor Code §§ 2698-2699.8, *et. seq.* [sometimes “PAGA”]) remedies for violations of Labor
24 Code and IWC Wage Order provisions.

25 3. First to Eighth Causes of Action as a Class and UCL Representative Action. Plaintiff brings
26 the first through eighth causes of action against Defendants, individually, and as a class and representative
27 action on behalf of similarly situated current and former employees who worked for Defendants during
28 the applicable statutory periods.

1 4. Ninth Cause of Action as a PAGA Representative Action. Plaintiff brings the ninth cause
2 of action against Defendants, as a representative action on behalf of the State of California, pursuant to
3 PAGA for remedies based on at least one (1) violation of Labor Code or IWC Wage Order provisions,
4 which Plaintiff alleges suffering as a result of Defendants’ illegal conduct, including as alleged in
5 Plaintiff’s September 18, 2023 notice to the Labor and Workforce Development Agency (“LWDA”) and
6 Defendants in LWDA, Case No. LWDA-CM-982261-23, as may be amended (sometimes, “09/18/23
7 PAGA Notice”), which is incorporated by reference.

8 **JURISDICTION & VENUE**

9 5. Jurisdiction. The Superior Court of California has jurisdiction over this action because
10 Plaintiff is, or was, a California resident, and at least one (1) of the Defendants regularly conducted
11 business in California when Defendants’ acts and omissions caused the losses, which Plaintiff seeks to
12 remedy in amounts yet unascertained, but subject to proof and within the jurisdiction of this Court.
13 Moreover, Defendants have sufficient minimum contacts in California and purposefully availed
14 themselves of the privileges of conducting business in California, including by forming an employment
15 relationship with Plaintiff, which renders California courts’ exercise of jurisdiction over them consistent
16 with the traditional notions of fair play and substantial justice. Furthermore, no federal question is in
17 controversy because Plaintiff’s causes of action are based solely on California law.

18 6. Venue. Venue is proper in this judicial district of the County of Riverside because Plaintiff
19 and persons similarly situated performed labor or resided in this judicial district while performing labor
20 for Defendants, and Defendants executed their illegal wage, hour, and working condition policies and
21 practices, which are subjects of this action, in this judicial district.

22 **PARTIES**

23 **Plaintiff, Individually, and on Behalf of Others Similarly Situated.**

24 7. Plaintiff Martha Jimenez. Plaintiff, a natural person, brings this action against Defendants,
25 individually, having worked for Defendants in California in an hourly-paid position Defendants likely
26 classified as non-exempt during the applicable statutory periods.

27 8. Class Members. Plaintiff brings this action against Defendants as a class and representative
28 action on behalf of the following similarly situated persons:

1 All persons who worked for Defendants in California as non-exempt employees at any
2 time during the period beginning four (4) years prior to the filing of this action and ending
3 on the date the class is certified or on a date fixed by the Court (“Class Members”).

4 Plaintiff reserves the right to name additional class representatives.

5 **Plaintiff on Behalf of the State of California with Respect to Aggrieved Employees.**

6 9. Aggrieved Employees. Plaintiff, as a deputized PAGA representative, brings PAGA
7 allegations on behalf of the State of California with respect to the following persons:

8 All persons who worked for Defendants in California as non-exempt employees at any
9 time during the period beginning one (1) year prior to Plaintiff’s September 18, 2023
10 PAGA Notice and ending on the date of judgment or on a date fixed by the Court
11 (“Aggrieved Employees”).

12 Plaintiff reserves the right to name additional PAGA representatives.

13 **Defendants and Does 1 Through 25, Inclusive.**

14 10. Defendant Avondale Golf Club. Defendant AVONDALE GOLF CLUB is a nonprofit
15 corporation formed and existing under the laws of California, who conducted business in California under
16 California Secretary of State file number: C1613504 including while employing Plaintiff and Class
17 Members.

18 11. Does 1 Through 25. Plaintiff does not presently know the true names and capacities of
19 DOES 1 through 25, inclusive (“DOE Defendants”), who are each in some manner highly responsible for,
20 and proximately caused, Plaintiff and Class Members’ injuries. Plaintiff therefore sues such DOE
21 Defendants under fictitious names and shall seek leave of court to amend this complaint to allege the true
22 names and capacities of such DOE Defendants when ascertained.

23 12. Defendants’ Relationships Giving Rise to Individual, Joint, and Several Liability.
24 Defendant AVONDALE GOLF CLUB and each of the DOE Defendants (collectively, “Defendants”)
25 committed acts and omissions in concert with each other and are, as a result, jointly liable for Plaintiff and
26 Class Members’ injuries under theories of liability, which Plaintiff pleads in the alternative consistent,
27 and not in contradiction, with Plaintiff’s other allegations. Accordingly, whenever Plaintiff alleges any of
28 the Defendants committed an act or omission herein, Plaintiff alleges each of the Defendants committed
the act and should be held liable individually, jointly, and severally including for the reasons that follow.

12.1. Defendants’ Unity of Interest and Ownership Giving Rise to Joint Liability. Each

1 of the Defendants shared a unity of interest and ownership with the other Defendants such that any
2 corporate or business individuality and separateness between them has ceased such that Defendants are
3 alter egos of each other and if Defendants' acts and omissions are treated as those of only one of them,
4 then an inequitable result for Plaintiff and Class Members would follow.

5 12.2. Defendants' Joint Employment Relationships Giving Rise to Joint Liability. Each
6 of the Defendants, directly or indirectly, or through Defendants' agents or other persons: (1) exercised
7 control over Plaintiff and Class Members' wages, hours, or working conditions; (2) suffered or permitted
8 Plaintiff and Class Members to work; or (3) engaged Plaintiff and Class Members, thereby creating a
9 common law employment relationship.

10 12.3. Defendants' Temporary Services Employer Relationships Giving Rise to Joint
11 Liability. Each of the Defendants, directly or indirectly, or through agents or other persons, engaged in
12 conduct forming a "[T]emporary services employer" and/or "client" and "customer" relationship as
13 defined in Labor Code § 201.3(a)(1) because at least one (1) of the Defendants, as an "employing unit[.]"
14 contracted with the other Defendants, as a client or customer, to supply Plaintiff and Class Members as
15 "workers" to perform services for Defendants, and under this relationship, at least one (1) of the
16 Defendants: (A) negotiated with the other Defendants, as clients and customers, for matters such as the
17 time and place where the services were to be provided, the type of work, the working conditions, and the
18 quality and price of the services; (B) determined assignments or reassignments of workers, even if workers
19 retained the right to refuse specific assignments; (C) retained the authority to assign or reassign a worker
20 to another client or customer when the worker is determined unacceptable by a specific client or customer;
21 (D) assigned or reassigned workers to perform services for clients or customers; (E) set the rate of pay of
22 workers, whether or not through negotiation; (F) paid workers from its own account or accounts; and (G)
23 retained the right to hire and terminate workers.

24 12.4. Defendants' Other Acts and Omissions Giving Rise to Joint Liability. Each of the
25 Defendants, directly or indirectly, or through agents or other persons, completely dominated the other
26 Defendants, including in the course and scope of their relationships as alter egos, divisions, affiliates,
27 integrated enterprisers, subsidiaries, parents, principals, associates, managers, supervisors, managing
28 agents, directors, owners, shareholders, sisters, related entities, co-conspirators, agents, partners, joint

1 venturers, masters, servants, clients, customers, aidors, abettors, franchisees, franchisors, joint
2 enterprisers, predecessors in interest, successors in interest, and guarantors, and each of the Defendants
3 directed, authorized, permitted, condoned, and ratified the other Defendants' acts and omissions.

4 **CLASS AND REPRESENTATIVE ACTION ALLEGATIONS**

5 13. Plaintiff's Work Experiences. Defendants employed Plaintiff in California as an hourly
6 paid employee, in a position Defendants classified as non-exempt, around mid-2021. Employee regularly
7 or occasionally worked shifts over five (5) hours and over 10 hours a day performing waiting services,
8 cleaning, customer service, and other duties alongside Class Members, who performed similar duties.

9 13.1. Failure to Pay All Plaintiff All Hours Worked and All Wages Earned and Due.
10 Defendants failed to compensate Plaintiff for all hours of work performed and all wages earned and due,
11 including minimum, regular rate, and overtime wage hours, including because Defendants failed to keep
12 accurate time records of Plaintiff's compensable hours and for additional reasons including, but not limited
13 to, the following. Defendants required, suffered, and permitted Plaintiff to work or remain under
14 Defendants' control while off-the-clock including because Defendants understaffed the workplace and
15 prioritized Plaintiff's provision of customer service and care duties in favor and lieu of authorizing and
16 permitting duty-free meal and rest periods including while performing duties while Plaintiff was
17 purportedly taking so-called meal periods that were not duty-free, which Defendants should have treated,
18 but failed to treat, as on-duty meal periods and Defendants should have counted, but failed to count, as
19 time worked; Defendants failed to comply with their agreement to pay Plaintiff based on hours worked
20 and non-discretionary earnings based on Plaintiff's sales of Defendants' food and drink and other
21 measurable criteria but knowingly failed to pay Plaintiff all the earnings Plaintiff was entitled to and failed
22 to take corrective action when Plaintiff or other Class Members complained about Defendants' deceptive
23 and fraudulent wage theft policies and practices; Defendants failed to return, pay or provide to Plaintiff,
24 in full thereafter or in amounts Plaintiff was entitled to after patrons left gratuities in cash or via credit
25 card slip that Defendants collected, took or received in whole, or in part, after the gratuities were paid for
26 Plaintiff when Plaintiff performed waiting, catering and/or bartending services; and for the foregoing and
27 other reasons, Defendants failed to pay Plaintiff all minimum, regular rate, and overtime wages.

28 13.2. Failure to Provide Plaintiff Meal Periods and Pay Wages in Lieu Thereof.

Defendants failed to provide Plaintiff timely, duty-free meal periods during shifts over five (5) hours. Specifically, Plaintiff routinely worked for Defendants without being provided with all timely, 30-minute, duty-free meal periods because Defendants gave Plaintiff too much work to perform and did not relieve Plaintiff of all duties before the lapse of each five-hour period of work. Despite failing to provide Plaintiff timely, 30-minute, duty-free meal periods, Defendants failed to pay Plaintiff one (1) hour of pay at Plaintiff's regular rate of compensation for each workday when a compliant meal period was not provided.

13.3. Failure to Provide Plaintiff Rest Periods and Pay Wages in Lieu Thereof.

Defendants failed to provide Plaintiff timely, duty-free rest periods during shifts over three and one-half (3 1/2) hours. Specifically, Plaintiff routinely worked for Defendants without being provided with all timely, 10-minute, duty-free rest periods because Defendants gave Plaintiff too much work to perform and did not relieve Plaintiff of all duties before the lapse of each four (4) hours worked or major fraction thereof. Despite failing to provide Plaintiff timely, 10-minute, duty-free rest periods, Defendants failed to pay Plaintiff one (1) hour of pay at Plaintiff's regular rate of compensation for each workday when a compliant rest period was not provided.

13.4. Failure to Indemnify and Reimburse Plaintiff. Defendants failed to indemnify and reimburse Plaintiff for uniform wear requirements, which included Employers' policy of requiring Employee to purchase and to maintain including, by laundering, and pressing, uniform items that included logoed wear.

13.5. Failure to Provide Plaintiff Employment Records Responsive to Plaintiff's Pre-Litigation Request. Defendants failed produce Plaintiff's employment records responsive to Plaintiff's pre-litigation written request including, but not limited to, (i) commission plan(s) including those that led to Defendants' payment of gratuities or other non-discretionary earnings to Plaintiff "set[ting] forth the method by which the commissions shall be computed and paid." (Lab. Code § 2751(a); see also IWC Wage Order 10-2001 § 7 (RECORDS), subd. (A)(6) ["(6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees."]) and subd. (C) ["(C) All required records shall be in the English language.... An employee's records shall be available for inspection by the employee, upon reasonable request."]); (ii) signed contracts between Plaintiff and Defendants regarding the commission plan(s) including those that led to Defendants'

1 payment of gratuities or other non-discretionary earnings to Plaintiff. (Lab. Code § 2751(b); see also IWC
2 Wage Order 10-2001 § 7 (RECORDS), subd. (A)(6) [“(6) When a piece rate or incentive plan is in
3 operation, piece rates or an explanation of the incentive plan formula shall be provided to employees.”]);
4 (iii) “production record[s]” that led to Defendant’s payment of gratuities or other non-discretionary
5 earnings to Plaintiff. (IWC Wage Order 10-2001 § 7 (RECORDS), subd. (A)(6) [“(6) An accurate
6 production record shall be maintained by the employer.”]; see *id.*, subd. (C) [“(C) All required records
7 shall be in the English language.... An employee’s records shall be available for inspection by the
8 employee, upon reasonable request to employees.”]); and (iv) “[t]ime records showing when the employee
9 begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall
10 also be recorded.” (IWC Wage Order 10-2001 § 7 (RECORDS), subd. (A)(3); see *id.*, subd. (C) [“(C) All
11 required records shall be in the English language.... An employee’s records shall be available for
12 inspection by the employee, upon reasonable request to employees.”])).

13 14. Plaintiff’s Work Experiences as Common, Typical, and Illustrative. Defendants regularly
14 subjected Plaintiff and Class Members to similar employment policies and practices that led to the
15 inaccurate recordkeeping and wage theft, which caused Plaintiff to suffer legal detriment, and Plaintiff’s
16 experiences were common, typical, and illustrative of Class Members’ experiences as alleged herein.

17 14.1. Majority Non-Professional, Non-Executive, Non-Administrative Duties. Plaintiff
18 and Class Members did not perform more than one-half (1/2) of their work time during any week or pay
19 period engaged in duties utilizing advanced knowledge, specialized intellectual instruction, invention,
20 imagination, originality, or artistic talent that would qualify them as exempt employees under any
21 professional, executive, or administrative exemption provisions of IWC Wage Orders and Labor Code §
22 515, or like provisions, including because (a) their duties and responsibilities did not involve the
23 management of the enterprise in which they were employed or of a customarily recognized department or
24 subdivision thereof; (b) they were not licensed or certified by the State of California nor were they
25 primarily engaged in the practice of one of the following recognized professions: law, medicine, dentistry,
26 optometry, architecture, engineering, teaching, or accounting, nor were they primarily engaged in an
27 occupation commonly recognized as a learned or artistic profession; and (c) their duties and
28 responsibilities did not involve either the performance of office or non-manual work directly related to

1 management policies or general business operations of their employer or their employer's customers, or
2 the performance of functions in the administration of a school system, or educational establishment or
3 institution, or of a department or subdivision thereof, in work directly related to the academic instruction
4 or training carried on therein.

5 14.2. No Authority to Hire or Fire, No Customary or Regular Exercise of Discretion or
6 Independent Judgment and No Work Under Only General Supervision or Requiring Special Training,
7 Experience, or Knowledge. Plaintiff and Class Members did not have the authority to hire or fire other
8 employees, nor were their suggestions and recommendations as to the advancement and promotion or any
9 other change of status of other employees given any weight. Plaintiff and Class Members did not
10 customarily and regularly exercise discretion and independent judgment in performing their work duties.
11 Plaintiff and Class Members did not perform under only general supervision or work along specialized or
12 technical lines requiring special training, experience, or knowledge.

13 14.3. Majority Non-Selling Duties. Plaintiff and Class Members did not perform more
14 than one-half (1/2) of their work time during any week or pay period engaged in duties making sales,
15 obtaining orders, or contracts for services customarily, or predominately away from Defendants' places
16 of business during any week or pay period that would qualify them as exempt employees under the outside
17 salesperson exemption.

18 14.4. No Valid Alternative Workweek Schedule. Plaintiff and Class Members were not
19 subject to an alternative workweek schedule or like exemption because Defendants never conducted a
20 bona fide election and did not report a bona fide election to the Division of Labor Standards Enforcement.

21 15. Defendants' Common, Illegal Policies and Practices. Defendants employed Plaintiff and
22 Class Members pursuant to employment agreements, policies, and practices that were partly written, partly
23 oral, and partly implied, including one (1) or more employment contracts, which, in sum, failed to
24 adequately conform with and communicate employer-obligations and employee-entitlements under IWC
25 Wage Orders and Labor Code provisions fixing the minimum wages, maximum hours, and standard
26 conditions of labor for employees in California, which directly and proximately caused Plaintiff and Class
27 Members to suffer, and continue to suffer from, losses of earnings and other legal detriments in amounts
28 as yet unascertained including for the common reasons that follow.

1 15.1. Common Failure to Create and Maintain Accurate Records. Defendants failed to
2 create and maintain accurate books, documents, and records of Plaintiff and Class Members' work
3 including those required by Section 6 or 7 ("Records") of any IWC Wage Order and the Labor Code:

4 15.1.1. by failing to create and keep accurate records of Plaintiff and Class
5 Members' hours worked including time records showing when they began and ended each work period.

6 15.1.2. by failing to create and keep accurate records of Plaintiff and Class
7 Members' hours worked including time records showing when they began and ended each meal period,
8 split shift interval, and total daily hours worked.

9 15.1.3. by causing Plaintiff and Class Members to inaccurately report their
10 compensable hours including by adopting illegal, incomplete, misleading, or otherwise inadequate written
11 policies, which Defendants knew would cause them to inaccurately report all their hours worked;

12 15.1.4. by causing Plaintiff and Class Members to refrain from accurately recording
13 and reporting their hours worked outside of scheduled hours including by express prohibition and indirect
14 or implied prohibitions forbidding work outside of scheduled, authorized or pre-approved hours including
15 under threats of discipline;

16 15.1.5. by failing to record and report Plaintiff and Class Members' hours worked
17 in an amount equal to all recorded or reported hours worked by altering, editing, rounding, automatically
18 deducting, disapproving, recording and reporting by scheduled hours, and recording and reporting hours
19 based on recorded or reported hours in certain timekeeping or information management systems while
20 disregarding additional recorded hours of work in other information management systems;

21 15.1.6. by requiring, suffering, and permitting Plaintiff and Class Members to work
22 or to be subject to Defendants' control during times outside of recorded, compensated hours including
23 before shift start times, after shift end times, and during other paid or unpaid time periods including so-
24 called meal periods and rest periods that were noncompliant because they were not authorized, permitted,
25 duty-free, and timely, and then by failing to record and report those times as hours worked;

26 15.1.7. by failing to provide Plaintiff and Class Members itemized wage
27 statements, reporting, recording, and showing their precise, actual number of hours worked for each pay
28 period to avoid paying all wages due and to mislead, defraud, and to deprive Plaintiff and Class Members

1 the information needed to evaluate whether the hours recorded and reported were correct;

2 15.1.8. and by other illegal methods and schemes to be discovered, which are within
3 Defendants' superior, surreptitious knowledge, amounting to policies and practices demonstrating a
4 willful disregard and disobedience of California laws requiring employers to create and maintain accurate
5 books, documents, and records of Plaintiff and Class Members' work.

6 15.2. Common Failure to Pay All Minimum Wages Earned and Due. Defendants
7 routinely deprived Plaintiff and Class Members of all minimum wages earned and due as required by
8 provisions of the IWC Wage Orders and Labor Code:

9 15.2.1. by failing to create and keep accurate records of Plaintiff and Class
10 Members' hours worked and compensating them based on some method of calculation other than the sum
11 of all hours worked and amount of all wages earned during their respective pay periods;

12 15.2.2. by causing Plaintiff and Class Members to inaccurately report their
13 compensable hours and then adopting and claiming reliance on the inaccurate reports, which Defendants
14 knew would, and did, result in time records amounting to less than all hours worked, to undercompensate
15 them;

16 15.2.3. by causing Plaintiff and Class Members to refrain from accurately recording
17 and reporting their hours worked outside of scheduled hours including by express prohibition and indirect
18 or implied prohibitions forbidding work outside of scheduled, authorized or pre-approved hours including
19 under threats of discipline;

20 15.2.4. by failing to pay Plaintiff and Class Members in an amount equal to all
21 recorded or reported hours worked by altering, editing, rounding, automatically deducting, disapproving,
22 paying by scheduled hours, paying by fixed salary amounts, and calculating compensable hours based on
23 recorded or reported hours in certain timekeeping or information management systems while disregarding
24 additional recorded hours of work in other information management systems;

25 15.2.5. by requiring, suffering, and permitting Plaintiff and Class Members to work
26 or to be subject to Defendants' control during times outside of recorded, compensated hours including
27 before shift start times, after shift end times, and during other paid or unpaid time periods including so-
28 called meal periods and rest periods that were noncompliant because they were not authorized, permitted,

duty-free, and timely, and then by failing to compensate for those times as hours worked;

15.2.6. by averaging or claiming credits against Plaintiff and Class Members' minimum wages due for work performed on certain days, weeks, and pay periods by collecting or receiving previously paid wages Defendants had already paid or purportedly overpaid for work performed on other days, weeks, and pay periods;

15.2.7. by failing to pay Plaintiff and Class Members based on their regular rates of pay for all minimum wages due on certain days, weeks, and pay periods reflecting, among other things, the per-hour value of any non-hourly compensation they earned;

15.2.8. by failing to provide Plaintiff and Class Members itemized wage statements, reporting, recording, and showing their precise, actual number of hours worked for each pay period to avoid paying all minimum wages due and to mislead, defraud, and to deprive Plaintiff and Class Members the information needed to evaluate whether the payment was correct;

15.2.9. and by other illegal methods and schemes to be discovered, which are within Defendants' superior, surreptitious knowledge, amounting to policies and practices demonstrating a willful disregard and disobedience of California laws requiring employers to pay employees minimum wages for all hours worked, which are still due and owed to Plaintiff and Class Members

Class Definition

16. Proposed Class Definition. Pursuant to Code of Civil Procedure § 382, Plaintiff seeks an order certifying this action as a class action for a Class defined, which may later be appropriately categorized in subclasses, as follows:

All persons who worked for Defendants in California as non-exempt employees at any time during the period beginning four (4) years prior to the filing of this action and ending on the date the class is certified or on a date fixed by the Court ("Class Members").

17. Suitability as a Class Action. This action is suitable as a class action because: (a) the Class is numerous because it consists of a significant number and joinder of all current and former employees individually would be impractical; (b) Plaintiff's causes of action (and Defendants' defenses, if any) are typical and present predominate common questions of law and fact because the action focuses on Defendants' systematic, illegal recordkeeping and wage payment policies and practices in violation of the applicable IWC Wage Orders, Labor Code, and Business and Professions Code; (c) Plaintiff can

adequately represent the Class because Plaintiff has no interests antagonistic to any Class Member, Plaintiff's attorneys are experienced in complex, wage and hour class action litigation, and it is in their best interests to prosecute the causes of action alleged herein to obtain full compensation due to them for all services rendered and hours worked for the benefit of all; and (d) class adjudication is a superior means of resolution.

FIRST CAUSE OF ACTION

Failure to Pay Minimum and Regular Rate Wages

(IWC Wage Order § 4 and Lab. Code §§ 246, 1182.11, 1197, and 1198)

Against all DEFENDANTS

18. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any paragraph of this complaint, consistent with this cause of action.

19. Pursuant to IWC Wage Order § 4, Labor Code §§ 246, 1182.12, 1197, and 1198, and other California laws, California has fixed minimum wage rates, including sick pay, has required employers in California to timely pay their employees no less than the minimum for all hours worked in the payroll period, has provided that wages for employees fixed by the IWC or by state law is the minimum wage to be paid to employees, and payment of a lower wage than the minimum so fixed is unlawful.

20. Plaintiff and Class Members are Defendants' current and former non-exempt employees who are and were entitled to the protections of IWC Wage Order § 4, Labor Code §§ 246, 1182.12, 1197, and 1198, including identical or substantially similar entitlements and protections pursuant to one (1) or more employment contracts and the corresponding protections of Labor Code §§ 222 and 223, and other California laws.

21. During the applicable statutory period, as part of Defendants' illegal recordkeeping, hours, and wage payment policies and practices, Defendants routinely deprived Plaintiff and Class Members of all minimum wages earned and due by, among other things: requiring, suffering or permitting Plaintiff and Class Members to work off-the-clock; requiring, suffering or permitting Plaintiff and Class Members to work during their purportedly duty-free meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Plaintiff and Class Members; failing to properly maintain Plaintiff and Class Members' employment records including by falsifying hours worked and wages

1 earned; failing to provide accurate itemized wage statements to Plaintiff and Class Members for each pay
2 period; and by other methods to be discovered, which, as a direct and proximate result, has caused Plaintiff
3 and Class Members to suffer, and continue to suffer, substantial losses related to the use and enjoyment
4 of such entitlements and wages, lost interest on such wages, and expenses and attorneys' fees in seeking
5 to compel Defendants to perform their obligations under state law, all to their respective detriments in
6 amounts according to proof at time of trial, and within the jurisdiction of this Court.

7 22. Defendants have knowingly and willfully refused to perform their obligations to
8 compensate Plaintiff and Class Members for all minimum and regular rate wages earned and for all hours
9 worked in violation of IWC Wage Order § 4, Labor Code §§ 246, 1182.12, 1197, and 1198, including
10 identical or substantially similar entitlements and protections pursuant to one (1) or more employment
11 contracts and the corresponding protections of Labor Code §§ 222 and 223, and other California laws.

12 23. As a result, Plaintiff and Class Members are entitled to recover from Defendants the unpaid
13 balance of minimum and regular rate wages as damages, liquidated damages, restitution, interest, statutory
14 penalties, injunctive relief, attorneys' fees, and litigation costs pursuant to Labor Code §§ 1194, 1194.2,
15 1194.5, and 1197.1, or other Labor Code provisions and California laws, including, or in the alternative,
16 contract damages and related remedies for Defendants' breach of contract and breach of the implied
17 covenant of good faith and fair dealing for failing to pay for all hours worked and wages earned, including
18 minimum wages and regular rate wages.

19 **SECOND CAUSE OF ACTION**

20 **Failure to Pay Overtime Compensation**

21 **(IWC Wage Order § 3 and Lab. Code Code §§ 510, 1197, and 1198)**

22 **Against all DEFENDANTS**

23 24. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any
24 paragraph of this complaint, consistent with this cause of action.

25 25. Pursuant to IWC Wage Order § 3 and Labor Code §§ 510, 1197, and 1198, and other
26 California laws, California has required employers to timely pay their employees at a rate of no less than
27 one and one-half (1 1/2) times their regular rates of pay for all hours worked in excess of eight (8) hours
28 in one (1) workday, all hours worked in excess of 40 hours in any one (1) workweek, and for the first eight

(8) hours on the seventh consecutive workday, and at a rate of no less than two (2) times their regular rates of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

26. Plaintiff and Class Members are Defendants' current and former non-exempt employees who are and were entitled to the protections of IWC Wage Order § 3 and Labor Code §§ 510, 1197, and 1198, including identical or substantially similar entitlements and protections pursuant to one (1) or more employment contracts and the corresponding protections of Labor Code §§ 222 and 223, and other California laws.

27. During the applicable statutory period, as part of Defendants' illegal recordkeeping, hours, and wage payment policies and practices, Defendants routinely deprived Plaintiff and Class Members of all overtime wages earned and due by, among other things: failing to pay overtime at one and one-half (1 1/2) times or two (2) times their regular rates of pay when required; requiring, suffering or permitting Plaintiff and Class Members to work off-the-clock; requiring, suffering or permitting Plaintiff and Class Members to work during their purportedly duty-free meal periods but not compensating them for this time; illegally and inaccurately recording time worked by Plaintiff and Class Members; failing to properly maintain Plaintiff and Class Members' employment records including by falsifying hours worked and wages earned; failing to provide accurate itemized statements to Plaintiff and Class Members for each pay period; and by other methods to be discovered, which, as a direct and proximate result, has caused Plaintiff and Class Members to suffer, and continue to suffer, substantial losses related to the use and enjoyment of such entitlements and wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel Defendants to perform their obligations under state law, all to their respective detriments in amounts according to proof at time of trial, and within the jurisdiction of this Court.

28. Defendants have knowingly and willfully refused to perform their obligations to compensate Plaintiff and Class Members for all overtime wages earned and all hours worked in violation of IWC Wage Order § 3 and Labor Code §§ 510, 1197, and 1198, including identical or substantially similar entitlements and protections pursuant to one (1) or more employment contracts and the corresponding protections of Labor Code §§ 222 and 223, and other California laws.

29. As a result, Plaintiff and Class Members are entitled to recover from Defendants the unpaid

1 balance of overtime wages as damages, restitution, interest, statutory penalties, injunctive relief, attorneys’
2 fees, and litigation costs pursuant to Labor Code §§ 1194, 1194.5, and 1197.1, or other Labor Code
3 provisions and California laws, including, or in the alternative, contract damages and related remedies for
4 Defendants’ breach of contract and breach of the implied covenant of good faith and fair dealing for failing
5 to pay for all hours worked and wages earned, including overtime wages.

6 **THIRD CAUSE OF ACTION**

7 **Failure to Provide Meal Periods and Pay Wages in Lieu Thereof**
8 **(IWC Wage Order § 11 and Lab. Code §§ 226.7, 512, 1197, and 1198)**

9 **Against all DEFENDANTS**

10 30. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any
11 paragraph of this complaint, consistent with this cause of action.

12 31. Pursuant to IWC Wage Order § 11 and Labor Code §§ 226.7, 512, 1197, and 1198, and
13 other California laws, California has required employers employing a person for a work period of more
14 than five (5) hours to provide a meal period of not less than 30 minutes, except when a work period of not
15 more than six (6) hours will complete the day’s work, the meal period may be waived by mutual consent
16 of the employer and the employee. California has also required employers employing a person for a work
17 period of more than ten (10) hours per day to provide the employee with a second meal period of not less
18 than 30 minutes, except if the total hours worked is no more than 12 hours, then the second meal period
19 may be waived by mutual consent of the employer and the employee only if the first meal period was not
20 waived. California has also required that unless an employee is relieved of all duty during a 30-minute
21 meal period, the meal period shall be considered an “on duty” meal period and counted as time worked.
22 Moreover, if an employer fails to provide an employee a meal period in accordance with the applicable
23 provisions of the relevant IWC Wage Order, then the employer shall pay the employee one (1) hour of
24 pay at the employee’s regular rate of compensation for each workday a meal period is not provided.

25 32. Plaintiff and Class Members are Defendants’ current and former non-exempt employees
26 who are and were entitled to the protections of IWC Wage Order § 11 and Labor Code §§ 226.7, 512,
27 1197, and 1198, including identical or substantially similar entitlements and protections pursuant to one
28 (1) or more employment contracts and the corresponding protections of Labor Code §§ 222 and 223, and

1 other California laws.

2 33. During the applicable statutory period, as part of Defendants' illegal recordkeeping, hours,
3 and wage payment policies and practices, Defendants routinely failed to provide Plaintiff and Class
4 Members meal periods and to pay one (1) additional hour of compensation at Plaintiff and Class Members'
5 regular hourly rates of compensation for each workday that a meal period was not provided by, among
6 other things: requiring, permitting or suffering Plaintiff and Class Members to work in excess of five (5)
7 hours from the starts of their shifts before starting a meal period; requiring, permitting or suffering Plaintiff
8 and Class Members to work in excess of ten (10) hours from the starts of their shifts before starting a
9 second meal period; requiring, permitting or suffering Plaintiff and Class Members to take on-duty meal
10 periods of less than 30 minutes or that were otherwise not duty-free inasmuch as Defendants failed to
11 relieve Plaintiff and Class Members of all of their duties or maintained control over them during that time;
12 failing to count all times Defendants failed to provide Plaintiff and Class Members duty-free 30-minute
13 meal periods as time worked for the purposes of minimum wage and overtime wage payments; failing to
14 pay Plaintiff and Class Members one (1) hour of pay at their regular hourly rates of compensation for each
15 workday a meal period was not provided; and by other methods to be discovered, which, as a direct and
16 proximate result, has caused Plaintiff and Class Members to suffer, and continue to suffer, substantial
17 losses related to the use and enjoyment of such entitlements and wages, lost interest on such wages, and
18 expenses and attorneys' fees in seeking to compel Defendants to perform their obligations under state law,
19 all to their respective detriments in amounts according to proof at time of trial, and within the jurisdiction
20 of this Court.

21 34. Defendants have knowingly and willfully refused to perform their obligations to provide
22 Plaintiff and Class Members meal periods and to pay all wages in lieu thereof in violation of IWC Wage
23 Order § 11 and Labor Code §§ 226.7, 512, 1197, and 1198, including identical or substantially similar
24 entitlements and protections pursuant to one (1) or more employment contracts and the corresponding
25 protections of Labor Code §§ 222 and 223, and other California laws.

26 35. As a result, Plaintiff and Class Members are entitled to recover from Defendants the unpaid
27 balance of meal period premium wages as damages, restitution, interest, statutory penalties, injunctive
28 relief, attorneys' fees, and litigation costs pursuant to Labor Code §§ 1194, 1194.5, and 1197.1, or other

1 Labor Code provisions and California laws, including, or in the alternative, contract damages and related
2 remedies for Defendants' breach of contract and breach of the implied covenant of good faith and fair
3 dealing for failing to provide meal periods and for failing to pay meal period premium wages in lieu
4 thereof.

5 **FOURTH CAUSE OF ACTION**

6 **Failure to Provide Rest Periods and Pay Wages in Lieu Thereof**
7 **(IWC Wage Order § 12 and Lab. Code §§ 226.7, 1197, and 1198)**

8 **Against all DEFENDANTS**

9 36. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any
10 paragraph of this complaint, consistent with this cause of action.

11 37. Pursuant to IWC Wage Order § 12 and Labor Code §§ 226.7, 1197, and 1198, and other
12 California laws, California has required employers to authorize and permit all employees to take rest
13 periods, which insofar as practicable shall be in the middle of each work period, that rest period time shall
14 be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or
15 major fraction thereof, that a rest period need not be authorized for employees whose total daily work time
16 is less than three and one-half (3 1/2) hours, and that authorized rest period time shall be counted as hours
17 worked for which there shall be no deduction from wages. California has also required that if an employer
18 fails to provide an employee a rest period in accordance with the applicable provisions of the relevant
19 IWC Wage Order, then the employer shall pay the employee one (1) hour of pay at the employee's regular
20 rate of compensation for each workday a rest period is not provided.

21 38. Plaintiff and Class Members are Defendants' current and former non-exempt employees
22 who are and were entitled to the protections of IWC Wage Order § 12 and Labor Code §§ 226.7, 1197,
23 and 1198, including identical or substantially similar entitlements and protections pursuant to one (1) or
24 more employment contracts and the corresponding protections of Labor Code §§ 222 and 223, and other
25 California laws.

26 39. During the applicable statutory period, as part of Defendants' illegal recordkeeping, hours,
27 and wage payment policies and practices, Defendants routinely failed to provide Plaintiff and Class
28 Members rest periods and to pay one (1) additional hour of compensation at Plaintiff and Class Members'

1 regular hourly rates of compensation for each workday that a rest period was not provided by, among
2 other things: requiring, permitting or suffering Plaintiff and Class Members to work in excess of three and
3 one-half (3 1/2) hours from the starts of their shifts before starting a rest period; requiring, permitting or
4 suffering Plaintiff and Class Members to work in excess of six (6) hours from the starts of their shifts
5 before starting a first or second rest period; requiring, permitting or suffering Plaintiff and Class Members
6 to work in excess of ten (10) hours from the starts of their shifts before starting a first, second or third rest
7 period; requiring, permitting or suffering Plaintiff and Class Members to take on-duty rest periods of less
8 than ten (10) minutes or that were otherwise not duty-free inasmuch as Defendants failed to relieve
9 Plaintiff and Class Members of all of their duties or maintained control over them during that time; failing
10 to count all times Defendants failed to provide Plaintiff and Class Members duty-free 10-minute rest
11 periods as time worked for the purposes of minimum wage and overtime wage payments; failing to pay
12 Plaintiff and Class Members one (1) hour of pay at their regular hourly rates of compensation for each
13 workday a rest period was not provided; and by other methods to be discovered, which, as a direct and
14 proximate result, has caused Plaintiff and Class Members to suffer, and continue to suffer, substantial
15 losses related to the use and enjoyment of such entitlements and wages, lost interest on such wages, and
16 expenses and attorneys' fees in seeking to compel Defendants to perform their obligations under state law,
17 all to their respective detriments in amounts according to proof at time of trial, and within the jurisdiction
18 of this Court.

19 40. Defendants have knowingly and willfully refused to perform their obligations to provide
20 Plaintiff and Class Members rest periods and to pay all wages in lieu thereof in violation of IWC Wage
21 Order § 12 and Labor Code §§ 226.7, 1197, and 1198, including identical or substantially similar
22 entitlements and protections pursuant to one (1) or more employment contracts and the corresponding
23 protections of Labor Code §§ 222 and 223, and other California laws.

24 41. As a result, Plaintiff and Class Members are entitled to recover from Defendants the unpaid
25 balance of rest period premium wages as damages, restitution, interest, statutory penalties, injunctive
26 relief, attorneys' fees, and litigation costs pursuant to Labor Code §§ 1194, 1194.5, and 1197.1, or other
27 Labor Code provisions and California laws, including, or in the alternative, contract damages and related
28 remedies for Defendants' breach of contract and breach of the implied covenant of good faith and fair

1 dealing for failing to provide rest periods and for failing to pay rest period premium wages in lieu thereof.

2 **FIFTH CAUSE OF ACTION**

3 **Failure to Indemnify Necessary Expenditures or Losses**

4 **(IWC Wage Order § 9 and Lab. Code §§ 1198 and 2802(a))**

5 **Against all DEFENDANTS**

6 42. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any
7 paragraph of Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any
8 paragraph of this complaint, consistent with this cause of action.

9 43. Pursuant to IWC Wage Order § 9 and Labor Code §§ 1198 and 2802(a), and other
10 California laws, California requires employers to indemnify employees for all necessary expenditures or
11 losses incurred by an employee in direct consequence of the discharge of his or her duties, or of his or her
12 obedience to the directions of the employer, even though unlawful, unless the employee, at the time of
13 obeying the directions, believed them to be unlawful, which includes employee expenditures incurred for
14 provision or maintenance of uniforms, tools, and equipment required by the employer or are necessary to
15 the performance of a job.

16 44. Plaintiff and Class Members are Defendants' current and former non-exempt employees
17 who are and were entitled to the protections of IWC Wage Order § 9 and Labor Code §§ 1198 and 2802(a),
18 including identical or substantially similar entitlements and protections pursuant to one (1) or more
19 employment contracts and the corresponding protections of Labor Code §§ 222 and 223, and other
20 California laws.

21 45. During the applicable statutory period, as part of Defendants' illegal recordkeeping, hours,
22 and wage payment policies and practices, Defendants routinely failed to indemnify and reimburse Plaintiff
23 and Class Members for necessary expenditures and losses, as alleged herein, and by other methods to be
24 discovered, which, as a direct and proximate result, has caused Plaintiff and Class Members to suffer, and
25 continue to suffer, substantial losses related to the use and enjoyment of such unreimbursed amounts, lost
26 interest on such unreimbursed amounts, and expenses and attorneys' fees in seeking to compel Defendants
27 to perform their obligations under state law, all to their respective detriments in amounts according to
28 proof at time of trial, and within the jurisdiction of this Court.

46. Defendants have knowingly and willfully refused to perform their obligations to indemnify and reimburse Plaintiff and Class Members for all necessary expenditures in violation of IWC Wage Order § 9 and Labor Code §§ 1198 and 2802(a), including identical or substantially similar entitlements and protections pursuant to one (1) or more employment contracts and the corresponding protections of Labor Code §§ 222 and 223, and other California laws.

47. As a result, Plaintiff and Class Members are entitled to recover from Defendants the unreimbursed amounts Defendants owe them, plus interest, penalties, attorneys' fees, expenses, and costs of suit pursuant to Labor Code §§ 2802(b), 2802(c), and 2802(d), or other Labor Code provisions and California laws, including, or in the alternative, contract damages and related remedies for Defendants' breach of contract and breach of the implied covenant of good faith and fair dealing for failing to indemnify for necessary expenditures and losses.

SIXTH CAUSE OF ACTION

Failure to Furnish Itemized Wage Statements and to Maintain and Permit Inspection of Records (IWC Wage Order § 7 and Lab. Code §§ 226(a), 226(e)(2)(B), 432, 1174(d), 1198, and 1198.5)

Against all DEFENDANTS

48. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any paragraph of this complaint, consistent with this cause of action.

49. Pursuant to IWC Wage Order § 7 and Labor Code §§ 226(a), 226(e)(2)(B), 432, 1174(d), 1198, and 1198.5, and other California laws, California has required employers to maintain accurate payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at their respective plants or establishments, and at minimum semimonthly or at the time of each payment of wages furnish each of its employees an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (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, (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 (9) all applicable hourly rates in

1 effect during the pay period and the corresponding number of hours worked at each hourly rate by the
2 employee. California law states an employee is deemed to suffer injury for purposes of this subdivision if
3 the employer fails to provide accurate and complete information as required by any one (1) of the
4 foregoing nine (9) enumerated items and the employee cannot promptly and easily determine from the
5 wage statement alone, *inter alia*, the amount of the gross wages or net wages paid to the employee during
6 the pay period or any of the other information required to be provided on the itemized wage statement
7 pursuant to enumerated items (2) to (4), inclusive, (6), and (9). California also requires employers to timely
8 permit inspection of and to produce employment records in response to employee requests, including
9 copies of “any instrument” signed electronically or by hand “relating to the obtaining or holding of
10 employment” including all contracts and applications for employment (Labor Code § 432) and “personnel
11 records that the employer maintains relating to the employee’s performance or to any grievance
12 concerning the employee.” (Labor Code § 1198.5(b)(1).)

13 50. Plaintiff and Class Members are Defendants’ current and former non-exempt employees
14 who are and were entitled to the protections of IWC Wage Order § 7 and Labor Code §§ 226(a),
15 226(e)(2)(B), 432, 1174(d), 1198, and 1198.5, including identical or substantially similar entitlements and
16 protections pursuant to one (1) or more employment contracts and the corresponding protections of Labor
17 Code §§ 222 and 223, and other California laws.

18 51. During the applicable statutory period, as part of Defendants’ illegal recordkeeping and
19 wage payment policies and practices, Defendants routinely deprived Plaintiff and Class Members of their
20 entitlements to timely and accurate itemized wage statements in writing showing each employee’s gross
21 wages earned, total hours worked, the number of piece-rate units earned and any applicable piece rate if
22 the employee is paid on a piece-rate basis, all deductions made, net wages earned, the inclusive dates of
23 the period for which the employee is paid, the name of the employee and only the last four digits of his or
24 her social security number or employee identification number, the name and address of the legal entity or
25 entities employing Plaintiff and Class Members, and all applicable hourly rates in effect during each pay
26 period and the corresponding number of hours worked at each hourly rate as required under California
27 law. Defendants have also failed to maintain and to permit inspection of production of copies of records
28 of Plaintiff and Class Members’ work required under the foregoing provisions of the IWC Wage Order

1 and Labor Code, which, as a direct and proximate result, has caused Plaintiff and Class Members to suffer,
2 and continue to suffer, injury because they could not promptly and easily determine from the wage
3 statement alone, and without reference to other documents or information, accurate information they were
4 entitled to, and because they have incurred expenses and attorneys' fees in seeking to compel Defendants
5 to perform their obligations under state law, all to their respective detriments in amounts according to
6 proof at time of trial, and within the jurisdiction of this Court.

7 52. Defendants have knowingly and willfully refused to perform their obligations to provide
8 Plaintiff and Class Members with timely and accurate wage statements during employment and to
9 maintain and to permit inspection of records of accurate payroll records showing the hours worked daily
10 and the wages earned by Plaintiff and Class Members in violation of IWC Wage Order § 7 and Labor
11 Code §§ 226(a), 226(e)(2)(B), 432, 1174(d), 1198, and 1198.5, including identical or substantially similar
12 entitlements and protections pursuant to one (1) or more employment contracts and the corresponding
13 protections of Labor Code §§ 222 and 223, and other California laws.

14 53. As a result, Plaintiff and Class Members are entitled to recover from Defendants the greater
15 of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurred and one
16 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an
17 aggregate penalty of four thousand dollars (\$4,000), are entitled to an award of costs and reasonable
18 attorney's fees pursuant to Labor Code §§ 226(e)(1) and 226(h), are entitled to seven-hundred and fifty
19 dollars (\$750), and entitled to an award of costs and reasonable attorney's fees pursuant to Labor Code §§
20 1198.5(k) and 1198.5(l), or other Labor Code provisions and California laws, including, or in the
21 alternative, contract damages and related remedies for Defendants' breach of contract and breach of the
22 implied covenant of good faith and fair dealing for failing to furnish accurate itemized wage statements
23 and for failing to maintain and permit inspection of records.

24 **SEVENTH CAUSE OF ACTION**

25 **Failure to Pay Wages at Discharge or Quitting**

26 **(Lab. Code §§ 201(a), 201.3, 202, 203, 1197, and 1198)**

27 **Against all DEFENDANTS**

28 54. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any

1 paragraph of this complaint, consistent with this cause of action.

2 55. Pursuant to Labor Code §§ 201(a), 201.3, 202, 203, 1197, and 1198, and other California
3 laws, California has required employers to pay their employees all wages earned and unpaid at the time
4 of discharge, or if an employee quits, not later than 72 hours thereafter, unless the employee has given 72
5 hours previous notice of his or her intention to quit, in which case the employer must pay the employee
6 his or her wages at the time of quitting, and that if an employer willfully fails to timely pay any wages of
7 an employee who is discharged or who quits, then the wages of the employee shall continue as a penalty
8 from the due date thereof at the same rate until paid or until an action therefor is commenced; but the
9 wages shall not continue for more than 30 days. California has also required that if a temporary services
10 employer assigns an employee to work for a client, then that employee's wages are due and payable no
11 less frequently than weekly, regardless of when the assignment ends, and wages for work performed
12 during any calendar week shall be due and payable not later than the regular payday of the following
13 calendar week unless the employee works for a client on a day-to-day basis while assembling and reporting
14 back to the temporary services employer's location or unless the employee is assigned to work for a client
15 engaged in a trade dispute, in which cases, that employee's wages are due and payable at the end of each
16 day, regardless of when the assignment ends.

17 56. Plaintiff and Class Members are Defendants' current and former non-exempt employees
18 who are and were entitled to the protections of Labor Code §§ 201(a), 201.3, 202, 203, 1197, and 1198,
19 including identical or substantially similar entitlements and protections pursuant to one (1) or more
20 employment contracts and the corresponding protections of Labor Code §§ 222 and 223, and other
21 California laws.

22 57. During the applicable statutory period, as part of Defendants' illegal wage payment policies
23 and practices, Defendants routinely deprived Plaintiff and Class Members of all timely wage payments
24 due to discharged and quitting employees by either failing to compensate Plaintiff and Class Members all
25 earned and unpaid wages immediately at the time of discharge as required under Labor Code § 201 or by
26 failing to pay earned and unpaid wages no later than 72 hours after the employee quit his or her
27 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in
28 which case Defendants should have paid but failed to pay the employee his or wages at the time of quitting

1 as required under Labor Code § 202, which, in all cases, included deprivations of all wages Plaintiff and
2 Class Members earned and that are still due and owed to them, and by failing to pay Plaintiff and Class
3 Members waiting time penalties in the form of payments to the employee at the same rate for up to 30
4 workdays as required under Labor Code § 203, which, as a direct and proximate result, has caused Plaintiff
5 and Class Members to suffer, and continue to suffer, substantial losses related to the use and enjoyment
6 of such unpaid amounts, lost interest on such unpaid amounts, and expenses and attorneys' fees in seeking
7 to compel Defendants to perform their obligations under state law, all to their respective detriments in
8 amounts according to proof at time of trial, and within the jurisdiction of this Court.

9 58. Defendants have knowingly and willfully refused to perform their obligations to
10 compensate Plaintiff and Class Members for wage payments due to discharged and quitting employees in
11 violation of Labor Code §§ 201(a), 201.3, 202, 203, 1197, and 1198, including identical or substantially
12 similar entitlements and protections pursuant to one (1) or more employment contracts and the
13 corresponding protections of Labor Code §§ 222 and 223, and other California laws.

14 59. As a result, Plaintiff and Class Members are entitled to recover from Defendants statutory
15 penalties in the amount of wages for each day they were not paid their final wages earned and due, at their
16 regular hourly rates of pay, up to 30 days maximum pursuant to Labor Code § 203 and the unpaid balance
17 of all wages owed as damages, restitution, interest, statutory penalties, injunctive relief, attorneys' fees,
18 and litigation costs pursuant to Labor Code §§ 1194, 1194.5, and 1197.1, or other Labor Code provisions
19 and California laws, including, or in the alternative, contract damages and related remedies for
20 Defendants' breach of contract and breach of the implied covenant of good faith and fair dealing for failing
21 to timely pay all wages at discharge or quitting.

22 **EIGHTH CAUSE OF ACTION**

23 **Unfair Competition Law Remedies for Unlawful and Unfair Business Acts**

24 **(Bus. & Prof. Code §§ 17200-17210, *et. seq.*)**

25 **Against all DEFENDANTS**

26 60. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any
27 paragraph of this complaint, consistent with this cause of action.

28 61. Pursuant to Business and Professions Code §§ 17200-17210, *et seq.*, sometimes called

1 California's Unfair Competition Law ("UCL"), California has prohibited employers from engaging in
2 unlawful, unfair, or fraudulent business acts or practices, which include an employer's violations of Labor
3 Code provisions prohibiting employers from unlawfully withholding wages from an employee. Pursuant
4 to § 17203, any person who engages, has engaged, or proposes to engage in unfair competition may be
5 enjoined in any court of competent jurisdiction to prevent the use or employment by any person of any
6 practice which constitutes unfair competition, or as may be necessary to restore to any person in interest
7 any money or property, real or personal, which may have been acquired by means of such unfair
8 competition. Furthermore, § 17203 provides any person may pursue representative claims or relief on
9 behalf of others only if the claimant meets the standing requirements of § 17204 and complies with Code
10 of Civil Procedure § 382. Finally, § 17205 provides the remedies or penalties provided by the UCL are
11 cumulative to each other and to the remedies or penalties available under all other laws of California, and
12 an action to enforce the UCL may be commenced within four (4) years after the cause of action has accrued
13 pursuant to § 17208.

14 62. Plaintiff, Class Members, and members of the public were entitled to the protections of
15 Business and Professions Code §§ 17200-17210, *et seq.*, and other California laws.

16 63. During the applicable statutory periods, Defendants, and each of them, are and were
17 "persons" as defined under Business and Professions Code § 17201, obligated to comply with, and
18 Plaintiff, Class Members, and members of the general public were entitled to the protections of, UCL
19 provisions prohibiting unlawful, unfair, and fraudulent business acts or practices including Defendants'
20 failures to comply with IWC Wage Order and Labor Code provisions fixing the minimum wages,
21 maximum hours, and standard conditions of labor for employees in California, which constitute a business
22 practice because Defendants implemented their business and employment policies and practices
23 repeatedly over a significant period of time, in a systematic manner. Defendants routinely, knowingly,
24 and willfully deprived Plaintiff, Class Members, and members of the general public of accurate recording,
25 reporting, and payment of wages, as well as payment of the correct sums of assessment to state authorities,
26 resulting in the loss of entitlements and accruals of the full amounts of social security, disability,
27 unemployment, and other governmental benefits or entitlements, and Defendants' reaping of unfair and
28 illegal profits by way of unfair competition, which, as a direct and proximate result, has caused Plaintiff,

1 Class Members and members of the general public to suffer, and continue to suffer, substantial losses
2 related to the use and enjoyment of such payment of wages and correct sums of assessment to state
3 authorities, lost interest on such amounts, and expenses and attorneys' fees in seeking to compel
4 Defendants to perform their obligations under state law, all to their respective detriments in amounts
5 according to proof at time of trial, and within the jurisdiction of this Court.

6 64. As a result, pursuant to Business and Professions Code §§ 17200, 17201, 17203, 17205,
7 and 17208, applicable IWC Wage Order and Labor Code provisions, and other California laws, Plaintiff
8 and Class Members are entitled to Defendants' accounting; to restitution of the wages withheld and
9 retained by Defendants during a period that commences four (4) years prior to the filing of this complaint;
10 a permanent injunction requiring Defendants to account for and pay all outstanding wages due to Plaintiff
11 and Class Members; an award of attorneys' fees pursuant to Code of Civil Procedure § 1021.5 and other
12 applicable laws; and an award of costs.

13 **NINTH CAUSE OF ACTION**

14 **Private Attorneys General Act Remedies for Violations of the Labor Code**

15 **(Lab. Code §§ 2698-2699.8, *et. seq.*)**

16 **(Against all DEFENDANTS)**

17 65. Plaintiff incorporates and re-alleges as if fully stated herein all facts and allegations, in any
18 paragraph of this complaint, consistent with this cause of action.

19 66. Pursuant to Labor Code §§ 2698-2699.8, *et. seq.*, also known as PAGA, California has
20 stated notwithstanding any other provision of law, any provision of the Labor Code that provides for a
21 civil penalty to be assessed and collected by the Labor and Workforce Development Agency ("LWDA")
22 or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of the
23 Labor Code, may, as an alternative, be recovered through a civil action brought by an aggrieved employee
24 on behalf of himself or herself and other current or former employees pursuant to the procedures specified
25 in §§ 2699¹ and 2699.3. Labor Code § 2699(c) provides that an "aggrieved employee" is any person who

26 ¹ Labor Code § 2699(a), provides: "Notwithstanding any other provision of law, any provision of this
27 code that provides for a civil penalty to be assessed and collected by the Labor and Workforce
28 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

1 was employed by the alleged violator and against whom one (1) or more of the alleged violations was
2 committed. Furthermore, an employee affected by at least one (1) Labor Code violation may pursue
3 penalties on behalf of the state for unrelated violations by the same employer. (*Huff v. Securitas Security*
4 *Services USA, Inc.* (2018) 23 Cal.App.5th 745.)²

5 67. Pursuant to Labor Code § 2699.3(a)(1)(A), and as shown in Plaintiff's 09/18/23 PAGA
6 Notice in LWDA Case No. LWDA-CM-982332-23, Plaintiff has provided or intends on providing written
7 notice by online filing with the LWDA and by certified mail to Defendants, the specific provisions of the
8 IWC Wage Orders and Labor Code Plaintiff alleges Defendants have violated along with the facts and
9 theories supporting the alleged violations. Pursuant to Labor Code § 2699.3(a)(1)(A), Plaintiff's notice to
10 the LWDA was or will be accompanied by Plaintiff's payment of a \$75.00 filing fee.

11 68. In Plaintiff's notice to the LWDA and to Defendants, or some of them, Plaintiff alleged or
12 intends on alleging Defendants violated the following provisions of the IWC Wage Orders and Labor
13 Code along with the facts and theories supporting the alleged violations:

14 68.1. Labor Code § 201 (Failure to Timely Pay All Wages Due at Time of Discharge)

15 68.2. Labor Code § 201.3 (Failure to Timely Pay All Wages Due as a Temporary Services
16 Employer)

17 68.3. Labor Code § 202 (Failure to Timely Pay All Wages Due at Time of Quitting or
18 Within 72 Hours Thereof)

19
20 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."

21 ² Labor Code § 2699.5 provides: "The provisions of subdivision (a) of Section 2699.3 apply to any alleged
22 violation of the following provisions: subdivision (k) of Section 96, Sections 98.6, 201, 201.3, 201.5,
23 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212,
24 subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, and 224, paragraphs (1) to (5), inclusive,
25 (7), and (9) of subdivision (a) of Section 226, Sections 226.7, 227, 227.3, 230, 230.1, 230.2, 230.3,
26 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections
27 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450,
28 510, 511, 512, 513, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923,
970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of
Section 1174, Sections 1194, 1197, 1197.1, 1197.5, and 1198, subdivision (b) of Section 1198.3,
Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308,
1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section
1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8, 1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25,
1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811,
1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2800, 2801, 2802, 2806, and
2810, subdivision (b) of Section 2929, and Sections 3073.4, 6310, 6311, and 6399.7."

68.4. Labor Code § 203 (Failure to Pay Wages of the Employee as Continuing Penalty Up to 30 Days After Discharge or Quitting)

68.5. Labor Code § 204 (Failure to Timely Pay All Wages Due During Employment)

68.6. Labor Code § 221 (Failure to Pay All Wages via Collection or Receipt of Wages Theretofore Paid)

68.7. Labor Code § 222 (Failure to Pay All Wages Agreed upon Through Collective Bargaining)

68.8. Labor Code § 223 (Failure to Pay All Wages Required Under Statute or Contract)

68.9. Labor Code § 226 (Failure to Furnish Accurate Itemized Wage Statements and to Maintain and Timely Provide Accurate Employment Records)

68.10. Labor Code § 226.7 (Failure to Timely Pay All Meal Period and Rest Period Wages Due During Employment)

68.11. Labor Code § 226.7 (Failure to Pay All Meal Period and Rest Period Wages)

68.12. Labor Code § 246 (Failure to Pay All Sick Day Wages)

68.13. Labor Code § 510 (Failure to Pay All Overtime Wages)

68.14. Labor Code § 512 (Failure to Provide Timely First and Second Meal Periods)

68.15. Labor Code § 1174(d) (Failure to Keep Accurate Payroll Records in a Central Location in California)

68.16. Labor Code § 1197 (Failure to Pay All Minimum Wages)

68.17. Labor Code § 1198 (Employment Under Conditions of Labor Prohibited by the Relevant IWC Wage Orders)

68.18. Labor Code § 1198.5 (Failure to Provide Right to Inspect or Receive a Copy of Personnel Records)

68.19. Labor Code § 2802 (Failure to Indemnify Employees)

69. Because the LWDA has not provided Plaintiff with notice of its intent to investigate the alleged violations in the 65 calendar days that have lapsed, Plaintiff has complied with all the requirements set forth in Labor Code § 2699.3 to commence a representative action against Defendants on behalf of the State of California with respect to Plaintiff and other aggrieved employees of Defendants. Plaintiff is,

1 hence, an “aggrieved employee” within the meaning of Labor Code § 2699(c) because Defendants
2 employed Plaintiff and Plaintiff is a person against whom one (1) or more of the alleged violations of the
3 IWC Wage Orders and Labor Code, either specified in the preceding paragraphs of this complaint or in
4 Plaintiff’s written notice, was committed, and a proper representative to bring a civil action on behalf of
5 Plaintiff and other current and former employees of Defendants pursuant to the procedures specified in
6 Labor Code § 2699.3.

7 70. During the applicable statutory period, as part of Defendants’ illegal wage payment policies
8 and practices, Defendants routinely deprived Plaintiff and Aggrieved Employees of the minimum wages
9 for employees fixed by the IWC Wage Orders or by applicable state or local law and subjected Plaintiff
10 and Aggrieved Employees to conditions of labor including work for longer hours than those fixed by the
11 relevant IWC Wage Orders or under conditions of labor prohibited by the relevant IWC Wage Orders as
12 alleged herein.

13 71. Defendants have knowingly and willfully refused to perform their obligations to
14 compensate Plaintiff and Aggrieved Employees with no less than the minimum wages for employees fixed
15 by the IWC Wage Orders or by applicable state or local law and subjected Plaintiff and Aggrieved
16 Employees to conditions of labor including work for longer hours than those fixed by the relevant IWC
17 Wage Orders or under conditions of labor prohibited by the relevant IWC Wage Orders as alleged herein
18 including as a result of Defendants’ violations of Labor Code §§ 201, 201.3, 202, 203, 204, 221, 222, 223,
19 226, 226(a), 226.7, 246, 432, 510, 512, 1174(d), 1182.11, 1197, 1198, 1198.5, and 2802.

20 72. As a result, pursuant to Labor Code §§ 2698-2699.8, *et. seq.*, applicable IWC Wage Order
21 and Labor Code provisions, and other California laws Plaintiff brings a cause of action to recover an award
22 of civil penalties authorized by Labor Code §§ 210, 225.5, 226.3, 248.5, 558, 1174.5, 1197.1, 2699(a) and
23 (f), IWC Wage Order § 20, or any other applicable civil penalty provisions authorized under California
24 law including as follows.

25 72.1. Pursuant to Labor Code § 210, for Defendants’ violations of IWC Wage Order § 4
26 and Labor Code §§ 201.3 and 204, Plaintiff seeks an award and Defendants’ payment of civil penalties
27 “[f]or any initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “[f]or
28 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each

1 failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

2 72.2. Pursuant to Labor Code § 225.5, for Defendants’ violations of Labor Code §§ 221,
3 222, or 223, Plaintiff seeks an award and Defendants’ payment of civil penalties “[f]or any initial violation,
4 one hundred dollars (\$100) for each failure to pay each employee” and “[f]or each subsequent violation,
5 or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee,
6 plus 25 percent of the amount unlawfully withheld.”

7 72.3. Pursuant to Labor Code § 226.3, for Defendants’ violations of IWC Wage Orders
8 and Labor Code § 226(a), Plaintiff seeks an award and Defendants’ payment of civil penalties “in the
9 amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one
10 thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer
11 fails to provide the employee a wage deduction statement or fails to keep the records required in
12 subdivision (a) of Section 226.”

13 72.4. Pursuant to Labor Code § 248.5, for Defendants’ violations of IWC Wage Orders
14 and Labor Code § 246, Plaintiff seeks an award and Defendants’ payment of civil penalties “for each day
15 or portion thereof that the violation occurred or continued . . . the dollar amount of paid regular hourly
16 rates days withheld from the employee multiplied by three; or two hundred fifty dollars (\$250), whichever
17 amount is greater.”

18 72.5. Pursuant to Labor Code § 558(a), for Defendants’ violations of IWC Wage Orders
19 §§ 3, 11, and 12, and Labor Code §§ 226.7, 510, and 512, Plaintiff seeks an award and Defendants’
20 payment of civil penalties “[f]or any initial violation, fifty dollars (\$50) for each underpaid employee for
21 each pay period for which the employee was underpaid” and “[f]or each subsequent violation, one hundred
22 dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in
23 addition to an amount sufficient to recover underpaid wages.”

24 72.6. Pursuant to Labor Code § 1174.5, for Defendants’ violations of Labor Code §
25 1174(d), Plaintiff seeks an award and Defendants’ payment of civil penalties “of five hundred dollars
26 (\$500).”

27 72.7. Pursuant to Labor Code § 1197.1, for Defendants’ violations of IWC Wage Order
28 § 4 and Labor Code §§ 1182.11 and 1197, Plaintiff seeks an award and Defendants’ payment of civil

penalties “[f]or 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” and “[f]or 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.”

72.8. Pursuant to Labor Code § 1198.5(k), for Defendants’ violations of Labor Code § 1198.5, Plaintiff seeks an award and Defendants’ payment of civil penalties “of seven hundred fifty dollars (\$750) from the employer.”

72.9. In the alternative, pursuant to Labor Code § 2699(f), for Defendants’ violations of the IWC Wage Order and Labor Code provisions alleged herein, Plaintiff seeks an award and Defendants’ payment of civil penalties of “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.”

PRAYER FOR RELIEF

Plaintiff, individually, and on behalf of all other persons similarly situated and aggrieved respectfully prays for relief against Defendants, and each of them, as follows:

1. For compensatory damages in an amount to be ascertained at trial as alleged herein for unpaid minimum wage including regular rate compensation, unpaid overtime wage compensation, unpaid meal period and rest period premium wages, failure to indemnify employees for necessary expenditures and/or losses incurred in discharging their duties, failure to furnish accurate itemized wage statements, and failure to pay all wages due to discharged and quitting employees;

2. For liquidated damages pursuant to Labor Code §§ 1194.2 and 1197.1;

3. For actual and/or statutory damages and/or penalties according to proof including, but not limited to, all penalties authorized by Labor Code §§ 203 and 226(e);

4. For interest on unpaid wages and unreimbursed amounts pursuant to Labor Code §§ 218.6, 1194, 2802, Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;

5. For reasonable attorneys’ fees and costs pursuant to Labor Code §§ 1194, 2699(g)(1),

2802(b), Civil Code § 1021.5, and/or any other applicable provisions providing for attorneys' fees and costs;

6. For an accounting of all monies due to Plaintiff and Class Members arising from Defendants' unfair and unlawful business practices;

7. For restitution of all monies due to Plaintiff and Class ~~Members~~, as well as disgorgement of profits arising from Defendants' unlawful business practices and unfair competition;

8. For preliminary and permanent injunctive relief enjoining Defendants from further violating the relevant provisions of the IWC Wage Orders and Labor Code cited, and from engaging in the unlawful business practices and unfair competition complained of, herein;

9. For an order requiring and certifying the first through eighth causes of action as a class action;

10. For an order appointing Plaintiff as class representative and Plaintiff's counsel as class counsel;

11. For all civil penalties and other recoveries according to proof including, but not limited to, the amount of all civil penalties or other amounts authorized by Labor Code §§ 210, 225.5, 226.3, 248.5, 558, 1174.5, 1197.1, 1198.5, 699(a) and (f), IWC Wage Order § 20, or any other applicable civil penalty provisions authorized under California law; and

12. For such further relief the Court deems just and proper.

DATED: December 20, 2023

Respectfully Submitted,

LOYR, APC

By: 

YOUNG W. RYU
ZACHARIAH E. MOURA
ROY K. SUH
KEE SEOK MAH

Attorneys for Plaintiff MARTHA JIMENEZ

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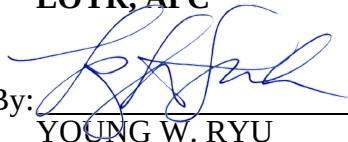
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable as a matter of right by jury.

DATED: December 20, 2023

Respectfully Submitted,

LOYR, APC

By: 

YOUNG W. RYU
ZACHARIAH E. MOURA
ROY K. SUH
KEE SEOK MAH

Attorneys for Plaintiff MARTHA JIMENEZ

PROOF OF SERVICE

I am over the age of 18, not a party in this action, am employed at 1055 West 7th St., Ste 2290, Los Angeles, California 90017, and I served the following document(s) on the date indicated below:

1. FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

☐ **By United States Mail.** Based on statute, I enclosed the documents in a sealed envelope or package addressed to the person(s) at the address(es) listed below (specify one):

☐ deposited the sealed envelope with the United States Postal Service as first-class mail, postage prepaid, requiring a return receipt.

☐ deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

☐ placed the envelope for collection and mailing, following our ordinary business practices. I am familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Los Angeles, California.

☒ **By Other or Additional Means:** Based on statute, rule of court, local rule, court order, an agreement to accept service by e-mail transmission, or as a supplemental method of service, I caused the documents to be transmitted to the person(s) at the address(es) listed below:

☐ **By Facsimile:** I caused the documents to be transmitted via facsimile transmission to the person(s) at the facsimile phone number(s) listed below.

☐ **By Concomitant E-Filing Service:** I caused the documents to be served to the person(s) at the e-mail address(es) listed below via, ONE LEGAL, an authorized e-filing vendor.

☐ **By Third-Party E-Service:** I caused the documents to be served to the person(s) at the e-mail address(es) listed below via, CASE ANYWHERE, an authorized electronic service provider.

☒ **By E-Mail:** I caused the documents to be transmitted via e-mail to the person(s) at the e-mail address(es) listed below.

The transmission was either reported as being sent, complete and without error, or I did not receive, within a reasonable time thereafter any electronic message or other indication the transmission was unsuccessful.

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Attorneys for
Defendant
AVONDALE
GOLF CLUB

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on December 20, 2023.



Roy K. Suh