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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

FAUSTINO DAVID ROMERO, an individual,
on behalf of Plaintiff, and on behalf of all
persons similarly situated,

Plaintiff,

v.

NBCC, LLC, a California limited liability
company; and DOES 1-50, Inclusive,

Defendants.

Case No: 30-2026-01559970-CU-OE-CXC

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES IN VIOLATION OF CAL. LAB. CODE §§ 510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED MEAL PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED REST PERIODS IN VIOLATION OF CAL. LAB. CODE §§ 226.7 & 512 AND THE APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 7) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;

- 1 8) FAILURE TO REIMBURSE EMPLOYEES
2 FOR REQUIRED EXPENSES IN
3 VIOLATION OF CAL. LAB. CODE § 2802;
4 9) VIOLATIONS OF THE PRIVATE
5 ATTORNEYS GENERAL ACT [LABOR
6 CODE §§ 2698 ET SEQ.]

7 **DEMAND FOR A JURY TRIAL**

8 PLAINTIFF FAUSTINO DAVID ROMERO (“PLAINTIFF”), an individual, on behalf of
9 PLAINTIFF and all other similarly situated current and former employees, alleges on information
10 and belief, except for their own acts and knowledge which are based on personal knowledge, the
11 following:

12 **THE PARTIES**

13 1. Defendant NBCC, LLC (“DEFENDANT”) is a California limited liability company
14 that at all relevant times mentioned herein conducted and continues to conduct substantial and
15 regular business throughout California.

16 2. DEFENDANT owns and operates a Country Club in California, including in the
17 County of Orange, where PLAINTIFF worked.

18 3. The true names and capacities, whether individual, corporate, subsidiary,
19 partnership, associate or otherwise of DOES 1 through 50, inclusive, are presently unknown to
20 PLAINTIFF, by such fictitious names pursuant to California Civil Procedure Code Section 474.
21 PLAINTIFF will seek leave to amend this Complaint to allege the true names and capacities of
22 DOES 1 through 50, inclusive, when they are ascertained.

23 4. PLAINTIFF is informed and believes, and based upon that information and belief
24 alleges, that the DEFENDANTS, inclusive of DOES 1 through 50 (hereinafter collectively
25 “DEFENDANTS”), named in this Complaint, are responsible in some manner for one or more of
26 the events and happenings that proximately caused the injuries and damages hereinafter alleged.

27 5. PLAINTIFF alleges that at all times relevant herein, DEFENDANT and DOES 1-
28 50, and each of them, were the agents, managers joint venturers, joint employers, representatives,
servants, employees, successors in interest, predecessors in interest, co-conspirators, and/or assigns

1 of each other, and at all times relevant hereto, where acting the course and scope of their authority
2 as such agents, managers, joint venturers, joint employers, representatives, servants, employees,
3 successors in interest, predecessors in interest, co-conspirators, and/or assigns, and all acts or
4 omissions alleged herein were duly committed with the ratification, knowledge, permission,
5 encouragement, authorization, and/or consent of each DEFENDANT, inclusive of DOES 1 through
6 50.

7 6. PLAINTIFF further alleges that DEFENDANTS, and each of them, directly or
8 indirectly controlled or affected the working conditions, wages, working hours, and conditions of
9 employment of PLAINTIFF and the other CALIFORNIA CLASS as defined *infra*, so as to make
10 each of the DEFENDANTS joint employers liable under the statutory provisions set forth herein.

11 7. PLAINTIFF further alleges that DEFENDANT and DOES 1 through 25 (hereinafter
12 collectively referred to as “ALTER EGO DEFENDANTS”) were the agents, managers, director,
13 majority shareholders, joint venturers, joint employers, representatives, servants, employees,
14 successors in interest, predecessors in interest, co-conspirators, and/or assigns of each other, and
15 that there existed such a unity of interest and ownership among the ALTER EGO DEFENDANTS,
16 such that any individuality or separateness between the entities or individuals has ceased.

17 8. Consequently, PLAINTIFF herein alleges that the ALTER EGO DEFENDANTS
18 are the alter ego of each other, and that adherence to the fiction of the separate existence of the
19 ALTER EGO DEFENDANTS would permit an abuse of the corporate privilege and would promote
20 injustice by protecting ALTER EGO DEFENDANTS from liability for the wrongful acts
21 committed by them.

22 9. PLAINTIFF further alleges that the ALTER EGO DEFENDANTS’ various separate
23 corporate entities are used by an individual or individuals, or by another corporation, to accomplish
24 inequitable purposes, including to limit liability for the unlawful acts of the ALTER EGO
25 DEFENDANTS.

26 10. PLAINTIFF further alleges that there is such a unity of interest and ownership
27 between the ALTER EGO DEFENDANTS’ various corporate entities and the individual or
28

1 individuals, or organization controlling those corporate entities that their separate personalities
2 no longer exist.

3 11. PLAINTIFF was employed by DEFENDANTS in California from August 2018 to
4 February 2026, as a non-exempt employee, paid on an hourly basis, and entitled to the legally
5 required meal and rest periods and payment of minimum and overtime wages due for all time
6 worked.

7 12. PLAINTIFF reserves the right to seek leave to amend this complaint to add new
8 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
9 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

10 13. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a California
11 class, defined as all persons who are or previously were employed by DEFENDANTS in California
12 and classified as non-exempt employees (the "CALIFORNIA CLASS") at any time during the
13 period beginning four (4) years prior to the filing of the original Complaint and ending on the date
14 as determined by the Court (the "CLASS PERIOD"). The amount in controversy for the aggregate
15 claim of the CALIFORNIA CLASS members is under five million dollars (\$5,000,000.00).

16 14. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a CALIFORNIA
17 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the
18 CLASS PERIOD caused by DEFENDANTS' uniform policy and practice which failed to lawfully
19 compensate these employees. DEFENDANTS' uniform policy and practice alleged herein was an
20 unlawful, unfair, and deceptive business practice whereby DEFENDANTS retained and continue
21 to retain wages due to PLAINTIFF and the other members of the CALIFORNIA CLASS.
22 PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction enjoining
23 such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and the other
24 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS'
25 past and current unlawful conduct, and all other appropriate legal and equitable relief.

26 15. The agents, servants and/or employees of DEFENDANTS and each of them acting
27 on behalf of DEFENDANTS acted within the course and scope of his, her or its authority as the
28 agent, servant and/or employee of DEFENDANTS, and personally participated in the conduct

1 alleged herein on behalf of the DEFENDANTS with respect to the conduct alleged herein.
2 Consequently, the acts of each DEFENDANTS are legally attributable to the other DEFENDANTS
3 and all DEFENDANTS are jointly and severally liable to PLAINTIFF and the other members of
4 the CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
5 DEFENDANTS' agents, servants and/or employees.

6 16. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of
7 PLAINTIFF'S employer, within the meaning of California Labor Code Section 558, who violated
8 or caused to be violated, a Section of Part 2, Chapter 1 of the California Labor Code or any
9 provision regulating hours and days of work in any order of the Industrial Welfare Commission
10 and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code
11 Section 558, at all relevant times.

12 17. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of
13 PLAINTIFFS' employer either individually or as an officer, agent, or employee of another person,
14 within the meaning of California Labor Code Section 1197.1, who paid or caused to be paid to any
15 employee a wage less than the minimum fixed by California state law, and as such, are subject to
16 civil penalties for each underpaid employee.

17 18. DEFENDANTS' uniform policies and practices alleged herein were unlawful,
18 unfair, and deceptive business practices whereby DEFENDANTS retained and continue to retain
19 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

20 19. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction
21 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and other
22 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS'
23 past and current unlawful conduct, and all other appropriate legal and equitable relief.

24 **JURISDICTION AND VENUE**

25 20. This Court has jurisdiction over this Action pursuant to California Code of Civil
26 Procedure Section 410.10 and California Business and Professions Code Section 17203. This action
27 is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
28 DEFENDANTS pursuant to California Code of Civil Procedure Section 382.

1 21. Venue is proper in this Court pursuant to California Code of Civil Procedure,
2 Sections 395 and 395.5, because DEFENDANTS operate in locations across California, employ
3 the CALIFORNIA CLASS across California, including in this county, and committed the wrongful
4 conduct herein alleged in this county against the CALIFORNIA CLASS.

5 **THE CONDUCT**

6 22. In violation of the applicable sections of the California Labor Code and the
7 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a
8 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically
9 failed to provide legally compliant meal and rest periods, failed to accurately compensate
10 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods,
11 failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked,
12 failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for off-the-
13 clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS
14 overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and the other members
15 of the CALIFORNIA CLASS meal and rest premiums at the regular rate of pay, failed to pay
16 PLAINTIFF and the other members of the CALIFORNIA CLASS redeemed sick pay at the regular
17 rate of pay, failed to reimburse PLAINTIFF and the other members of the CALIFORNIA CLASS
18 for business expenses, and failed to issue to PLAINTIFF and the other members of the
19 CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, all
20 applicable hourly rates in effect during the pay periods and the corresponding amount of time
21 worked at each hourly rate. DEFENDANTS’ uniform policies and practices are intended to
22 purposefully avoid the accurate and full payment for all time worked as required by California law
23 which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who
24 comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA
25 CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

26 **A. Meal Period Violations**

27 23. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
28 required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time worked,

1 meaning the time during which an employee is subject to the control of an employer, including all
2 the time the employee is suffered or permitted to work. From time to time during the CLASS
3 PERIOD, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work
4 without paying them for all the time they were under DEFENDANTS' control. Specifically,
5 DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to be
6 PLAINTIFFS' off-duty meal break. Indeed, there were many days when PLAINTIFF did not even
7 receive a partial lunch. As a result, PLAINTIFF and other CALIFORNIA CLASS members
8 forfeited minimum wage and overtime compensation by regularly working without their time being
9 accurately recorded and without compensation at the applicable minimum wage and overtime rates.
10 DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA
11 CLASS members for all time worked is evidenced by DEFENDANTS' business records.

12 24. From time to time during the CLASS PERIOD, as a result of their rigorous work
13 schedules and/or DEFENDANTS' inadequate staffing practices, PLAINTIFF and other
14 CALIFORNIA CLASS members are from time to time unable to take thirty (30) minute off-duty
15 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
16 CALIFORNIA CLASS members are required to perform work as ordered by DEFENDANTS for
17 more than five (5) hours during some shifts without receiving a meal break. Further,
18 DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second
19 off-duty meal period for some workdays in which DEFENDANTS require these employees to work
20 ten (10) hours of work. The nature of the work performed by PLAINTIFF and other CALIFORNIA
21 CLASS members does not qualify for the limited and narrowly construed "on-duty" meal period
22 exception. When they were provided with meal periods, PLAINTIFF and other CALIFORNIA
23 CLASS members were, from time to time, required to remain on duty and on call. Further,
24 DEFENDANTS from time to time required PLAINTIFF and other CALIFORNIA CLASS
25 members to maintain cordless communication devices in order to receive and respond to work-
26 related communications during what was supposed to be their off-duty meal breaks.
27 DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS members with
28 legally required meal breaks is evidenced by DEFENDANTS' business records. As a result of their

1 rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFF and other members
2 of the CALIFORNIA CLASS therefore forfeit meal breaks without additional compensation and in
3 accordance with DEFENDANTS' strict corporate policy and practice.

4 **B. Rest Period Violations**

5 25. From time to time during the CLASS PERIOD, PLAINTIFF and other
6 CALIFORNIA CLASS members were also required to work in excess of four (4) hours without
7 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
8 DEFENDANTS' inadequate staffing. Further, for the same reasons, these employees were denied
9 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
10 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts
11 worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest
12 period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to
13 time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA CLASS
14 members were, from time to time, required to remain on duty and/or on call. Further,
15 DEFENDANTS from time to time required PLAINTIFF and other CALIFORNIA CLASS
16 members to maintain cordless communication devices in order to receive and respond to work-
17 related communications during what was supposed to be their off-duty rest breaks. PLAINTIFF
18 and other CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu*
19 thereof. As a result of their rigorous work schedules and DEFENDANTS' inadequate staffing,
20 PLAINTIFF and other CALIFORNIA CLASS members were from time to time denied their proper
21 rest periods by DEFENDANTS and DEFENDANTS' managers.

22 **C. Unreimbursed Business Expenses**

23 26. DEFENDANTS as a matter of corporate policy, practice, and procedure,
24 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
25 and the other CALIFORNIA CLASS members for required business expenses incurred by the
26 PLAINTIFF and other CALIFORNIA CLASS members in direct consequence of discharging their
27 duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are
28 required to indemnify employees for all expenses incurred in the course and scope of their

1 employment. California Labor Code Section 2802 expressly states that “an employer shall
2 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
3 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
4 directions of the employer, even though unlawful, unless the employee, at the time of obeying the
5 directions, believed them to be unlawful.”

6 27. In the course of their employment, DEFENDANTS required PLAINTIFF and other
7 CALIFORNIA CLASS members to incur personal expenses, as a result of and in furtherance of
8 their job duties. Specifically, PLAINTIFF and other CALIFORNIA CLASS members were
9 required to communicate on their personal cell phones with management and maintain their work
10 uniforms in order to perform work-related tasks. However, DEFENDANTS unlawfully failed to
11 reimburse PLAINTIFF and other CALIFORNIA CLASS members for the use of their personal
12 cell phones and maintenance of their work uniforms. As a result, in the course of their employment
13 with DEFENDANTS, the PLAINTIFF and other CALIFORNIA CLASS members incurred
14 unreimbursed business expenses that included, but were not limited to, costs related to the use of
15 their personal cell phones and maintenance of their work uniforms, all on behalf of and for the
16 benefit of DEFENDANTS.

17 **D. Wage Statement Violations**

18 28. California Labor Code Section 226 required an employer to furnish its employees
19 an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
20 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
21 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
22 name of the employee and only the last four digits of the employee’s social security number or an
23 employee identification number other than a social security number, (8) the name and address of
24 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
25 period and the corresponding number of hours worked at each hourly rate by the employee.

26 29. From time to time during the CLASS PERIOD, when PLAINTIFF and other
27 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurately for missed
28 meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed

1 to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate
2 wage statements which failed to show, among other things, all deductions, the total hours worked
3 and all applicable hourly rates in effect during the pay period and the corresponding amount of time
4 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
5 periods.

6 30. Further, DEFENDANTS from time to time failed to provide PLAINTIFF and the
7 CALIFORNIA CLASS members with wage statements that accurately provided the name and
8 address of the legal entity that is the employer, in violation of California Labor Code Section
9 226(a)(8).

10 31. Further, DEFENDANTS from time to time provided PLAINTIFF and the
11 CALIFORNIA CLASS members with wage statements that included non-working hours into items
12 into the calculation of total hours worked. However, such hours like meal period premiums, rest
13 period premiums, sick pay and vacation pay are not “hours worked” for purposes of California
14 Labor Code Section 226(a)(2). As such, DEFENDANTS from time to time failed to provide
15 PLAINTIFF and the CALIFORNIA CLASS members with wage statements that accurately
16 provided the total hours worked, in violation of California Labor code Section 226(a)(2).

17 32. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide
18 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
19 California Labor Code Section 226.

20 33. As a result, DEFENDANTS issued PLAINTIFF and other CALIFORNIA CLASS
21 members with wage statements that violate California Lab. Code § 226(a)(1)-(9). Further,
22 DEFENDANTS’ violations are knowing and intentional, and were not isolated due to an
23 unintentional payroll error due to clerical or inadvertent mistake.

24 **E. Unpaid Wages for Off-the-Clock Work Resulting in Wage Violations**

25 34. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and
26 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS
27 for all hours worked.

28 ///

1 35. During the CLASS PERIOD, from time-to-time DEFENDANTS required
2 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
3 work, including but not limited to sending and receiving work-related communications, performing
4 keyholder duties, throwing out trash, and bringing mail from the loading dock to the Members'
5 rooms. This resulted in PLAINTIFF and other CALIFORNIA CLASS members having to work
6 while off-the-clock.

7 36. During the CLASS PERIOD, from time-to-time DEFENDANTS required
8 PLAINTIFF and other members of the CALIFORNIA CLASS to perform work during designated
9 meal and rest periods. This resulted in PLAINTIFF and other CALIFORNIA CLASS members
10 having to work while off-the-clock.

11 37. DEFENDANTS directed and directly benefited from the undercompensated off-the-
12 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS members.

13 38. DEFENDANTS controlled the work schedules, duties, and protocols, applications,
14 assignments, and employment conditions of PLAINTIFF and the other CALIFORNIA CLASS
15 members.

16 39. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
17 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
18 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
19 wages earned and owed for all the work they performed.

20 40. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-exempt
21 employees, subject to the requirements of the California Labor Code.

22 41. DEFENDANTS' policies and practices deprived PLAINTIFF and the other
23 CALIFORNIA CLASS members of all minimum regular, overtime, and double time wages owed
24 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
25 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than eight
26 (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime pay.

27 42. DEFENDANTS knew or should have known that PLAINTIFFS' and the other
28 CALIFORNIA CLASS members' off-the-clock work was compensable under the law.

1 43. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
2 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and benefit
3 for the time spent working while off-the-clock. DEFENDANTS' uniform policy and practice to
4 not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in
5 accordance with applicable law is evidenced by DEFENDANTS' business records.

6 44. Further, DEFENDANT miscalculated regular, overtime, double time, sick pay and,
7 meal and rest premiums during the CLASS PERIOD. As result of DEFENDANT's systematic,
8 uniform and common practice of miscalculating regular, overtime, double time, sick pay and, meal
9 and rest premiums wages during the CLASS PERIOD, PLAINTIFF and the CALIFORNIA CLASS
10 members are owed unpaid paid wages.

11 45. Further, during the CLASS PERIOD, DEFENANTS' failure to pay PLAINTIFF and
12 CALIFORNIA CLASS members for all off the clock work resulted in the miscalculation of their
13 wage rates.

14 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**
15 **Redeemed Sick Pay**

16 46. From time to time during the CLASS PERIOD, DEFENDANTS failed and
17 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS
18 members for their overtime and double time hours worked, meal and rest period premiums, and
19 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS members
20 forfeited wages due to them for working overtime without compensation at the correct overtime
21 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
22 DEFENDANTS' uniform policy and practice not to pay the CALIFORNIA CLASS members at
23 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick
24 pay in accordance with applicable law is evidenced by DEFENDANTS' business records.

25 47. State law provides that employees must be paid overtime at one-and-one-half times
26 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS members were
27 compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's
28 performance.

1 48. The second component of PLAINTIFF’S and other CALIFORNIA CLASS
2 members’ compensation was DEFENDANTS’ non-discretionary incentive program that paid
3 PLAINTIFF and other CALIFORNIA CLASS members incentive wages based on their
4 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
5 paid on an hourly basis with bonus compensation when the employees met the various performance
6 goals set by DEFENDANTS.

7 49. However, from time to time, when calculating the regular rate of pay in those pay
8 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double
9 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
10 discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus
11 compensation as part of the employee’s “regular rate of pay” and/or calculated all hours worked
12 rather than just all non-overtime hours worked. Management and supervisors described the
13 incentive/bonus program to potential and new employees as part of the compensation package. As
14 a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
15 CLASS members must be included in the “regular rate of pay.” The failure to do so has resulted in
16 a systematic underpayment of overtime and double time compensation, meal and rest period
17 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS
18 members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid
19 sick time for non-exempt employees shall be calculated in the same manner as the regular rate of
20 pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the
21 employee actually works overtime in that workweek. DEFENDANTS’ conduct, as articulated
22 herein, by failing to include the incentive compensation as part of the “regular rate of pay” for
23 purposes of sick pay compensation was in violation of California Labor Code Section 246, the
24 underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or
25 204.

26 50. In violation of the applicable sections of the California Labor Code and the
27 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a
28 matter of company policy, practice, and procedure, intentionally and knowingly failed to

1 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
2 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick
3 pay as required by California law which allowed DEFENDANTS to illegally profit and gain an
4 unfair advantage over competitors who complied with the law. To the extent equitable tolling
5 operates to toll claims by the CALIFORNIA CLASS members against DEFENDANTS, the CLASS
6 PERIOD should be adjusted accordingly.

7 **G. Unlawful Deductions**

8 51. DEFENDANTS, from time-to-time, unlawfully deducted wages from
9 PLAINTIFF'S and CALIFORNIA CLASS members' pay without explanations and without
10 authorization to do so or notice to PLAINTIFF and the CALIFORNIA CLASS members. As a
11 result, DEFENDANTS violated Labor Code Section 221.

12 **H. Timekeeping Manipulation**

13 52. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
14 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of
15 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
16 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
17 and rest breaks. As a result, DEFENDANTS were able to and did in fact, unlawfully, and
18 unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and
19 other members of the CALIFORNIA CLASS in order to avoid paying these employees for all
20 hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and
21 missed rest breaks.

22 53. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
23 time to time, forfeited time worked by working without their time being accurately recorded and
24 without compensation at the applicable pay rates.

25 54. The mutability of the timekeeping system also allowed DEFENDANTS to alter
26 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
27 timekeeping system to create the appearance that PLAINTIFF and other members of the
28 CALIFORNIA CLASS clocked out for thirty (30) minute meal breaks when, in fact, the employees

1 were not provided an off-duty meal break at all times. This practice is a direct result of
2 DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30)
3 minute off-duty meal breaks each day or otherwise failing to compensate them for missed meal
4 breaks.

5 55. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
6 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and benefit
7 for the time that DEFENDANTS' timekeeping system was inoperable. DEFENDANTS' uniform
8 policy and practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages
9 for all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
10 records.

11 **I. Unlawful Rounding Practices**

12 56. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in place
13 an immutable timekeeping system to accurately record and pay PLAINTIFF and other
14 CALIFORNIA CLASS members for the actual time these employees worked each day, including
15 overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and
16 practice that resulted in PLAINTIFF and CALIFORNIA CLASS members being
17 undercompensated for all their time worked. As a result, DEFENDANTS were able to and did in
18 fact unlawfully and unilaterally round the time recorded in DEFENDANTS' timekeeping system
19 for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying these
20 employees for all their time worked, including the applicable overtime compensation for overtime
21 worked. As a result, PLAINTIFF and other CALIFORNIA CLASS members, from time to time,
22 forfeited compensation for their time worked by working without their time being accurately
23 recorded and without compensation at the applicable overtime rates.

24 57. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
25 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS members' time
26 being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding
27 policy and practice caused PLAINTIFF and CALIFORNIA CLASS members to perform work as
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ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-duty meal break.

J. Violations for Untimely Payment of Wages

58. Pursuant to California Labor Code Section 204, PLAINTIFF and the CALIFORNIA CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within the permissible time period.

59. Pursuant to California Labor Code Section 201, “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Pursuant to California Labor Code Section 202, if an employee quits his or her employment, “his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.” PLAINTIFF and the CALIFORNIA CLASS members were, from time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201 and 202.

60. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely paying all wages due at time of termination for all CALIFORNIA CLASS members whose employment ended during the CLASS PERIOD.

K. Sick Pay Violations

61. California Labor Code Section 246 (a)(1) mandates that “An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.” Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From time to time, DEFENDANTS failed to have a policy or practice in place to provide PLAINTIFF and other members of the CALIFORNIA CLASS with sick days and/or paid sick leave. As of January 1, 2024, DEFENDANTS failed to adhere to the law in that they failed to

1 provide and allow employees to use at least 40 hours or five days of paid sick leave per year.

2 62. California Labor Code Section 246(i) requires an employer to furnish its employees
3 with written wage statements setting forth the amount of paid sick leave available. From time to
4 time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFF
5 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of
6 paid sick leave available.

7 **L. Reporting Time Violations**

8 63. Further, DEFENDANTS from time to time required PLAINTIFF and other
9 CALIFORNIA CLASS Members to report to work but were furnished less than half their scheduled
10 shift's worth of work and were not paid reporting time pay as required by Cal. Code Regs., tit. 8 §
11 11040, subdivision(A). Specifically, Subdivision 5(A) states, "(A) Each workday an employee is
12 required to report for work and does report, but is not put to work or is furnished less than half said
13 employee's usual or scheduled day's work, the employee shall be paid for half the usual or
14 scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at
15 the employee's regular rate of pay, which shall not be less than the minimum wage." In addition,
16 when DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS Members to engage
17 in additional work, this sometimes resulted in a second reporting for work in a single workday. In
18 such a circumstance of a second reporting for work in a single workday, DEFENDANTS failed to
19 pay these employees reporting time pay as required by Cal. Code Regs., tit. 8 § 11040. Subdivision
20 5(B) states: "If an employee is required to report for work a second time in any one workday and is
21 furnished less than two (2) hours of work on the second reporting, said employee shall be paid for
22 two (2) hours at the employee's regular rate of pay, which shall be not less than the minimum
23 wage." Cal. Code Regs., tit. 8 § 11040, subd. 5(B).

24 **M. Tip Pooling**

25 64. During the CALIFORNIA CLASS period, pursuant to DEFENDANTS' company
26 policies and practices, PLAINTIFF and other CALIFORNIA CLASS Members were forced to
27 forfeit gratuities left for them by customers to DEFENDANTS' agents who provided no service to
28 the customers that resulted in the gratuity. DEFENDANTS routinely added gratuity tips and service

1 charges to its food and beverage bills. These gratuities and service charges reasonably appear to be
2 gratuities for the service staff. It is typical and customary in the hospitality industry that
3 establishments impose gratuity charges on the food and beverage bill. Thus, when customers paid
4 these charges, it is reasonable for them to have believed they were gratuities to be paid to the service
5 staff. Indeed, because many of these charges are depicted to customers, and the custom in the food
6 and beverage industry that gratuities are paid for food and beverage service, customers paid these
7 charges reasonably believing they were remitted to the service staff. However, DEFENDANTS
8 have not remitted the total proceeds of these gratuities to the non-managerial employees who serve
9 the food and beverages. Instead, DEFENDANTS have a policy and practice of using a portion of
10 these gratuities to pay managers or other non-service employees. As a result, PLAINTIFF and
11 CALIFORNIA CLASS Members have not received the total proceeds of the gratuities, to which
12 they are entitled to under California law.

13 65. DEFENDANTS are generally in the business of owning and operating a Country
14 Club that has one or more restaurants. During the CALIFORNIA CLASS PERIOD, PLAINTIFF
15 and other CALIFORNIA CLASS Members were in the “chain of service” and earned gratuities
16 based on their service for their customers. However, PLAINTIFF and CALIFORNIA CLASS
17 Members were forced to forfeit portions of their gratuities, which said gratuities were kept by
18 DEFENDANTS’ employees who were not in the chain of service from which the gratuity resulted.
19 PLAINTIFF and other CALIFORNIA CLASS Members contend that any gratuities kept by
20 DEFENDANTS’ non-service employees were illegal and in violation of California law because
21 PLAINTIFF and other CALIFORNIA CLASS Members provided the service for to whom the
22 gratuity should have been paid.

23 66. California Labor Code § 351 establishes the requirements for an employer regarding
24 the payment of gratuities. Specifically, gratuities are the sole property of the employees. California
25 Labor Code § 351 expressly prohibits employers and their agents from collecting, taking, or
26 receiving any portion of a gratuity. California Labor Code § 350(e) defines the term “gratuity” as
27 including any money that has been paid or given or left for an employee by a patron of a business
28 over and above the actual amount due the business for services rendered or for goods, food, drink
or articles sold or served to such patron. Labor Code § 353 requires employers to keep accurate
records of all gratuities they receive, directly or indirectly.

1 67. Although tip pooling is not expressly prohibited by the Labor Code, employees who
2 mandate tip pooling must only distribute pooled tips to employees in the “chain of service.” By
3 distributing tips to employees who were not in the “chain of service,” DEFENDANTS have violated
4 and continue to violate the legal requirements for handling pooled tips.

5 68. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
6 off-duty meal and rest breaks and was not fully relieved of duty for their rest and meal periods.
7 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)
8 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to
9 provide PLAINTIFF with a second off-duty meal period each workday in which DEFENDANTS
10 required them to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF with
11 a rest break, they required PLAINTIFF to remain on-duty and on-call for the rest break.
12 DEFENDANTS’ policy caused PLAINTIFF to remain on-call and on-duty during what was
13 supposed to be their off-duty meal periods. PLAINTIFF therefore forfeited meal and rest breaks
14 without additional compensation and in accordance with DEFENDANTS’ strict corporate policy
15 and practice. Moreover, DEFENDANTS also provided PLAINTIFF with paystubs that failed to
16 comply with California Labor Code Section 226. Further, DEFENDANTS also failed to reimburse
17 PLAINTIFF for required business expenses related to the personal expenses incurred for the use
18 of their personal cell phones and maintenance of their work uniform, on behalf of and in
19 furtherance of their employment with DEFENDANTS. To date, DEFENDANTS have not fully
20 paid PLAINTIFF the minimum, overtime and double time compensation still owed to
21 PLAINTIFF, or any penalty wages owed to PLAINTIFF under California Labor Code Section
22 203. The amount in controversy for PLAINTIFF individually does not exceed the sum or value of
23 \$75,000.

24 **CLASS ACTION ALLEGATIONS**

25 69. PLAINTIFF brings this Class Action on behalf of PLAINTIFF, and a California
26 class defined as all persons who are or previously were employed by DEFENDANTS in California
27 and classified as non-exempt employees (the “CALIFORNIA CLASS”) at any time during the
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1 period beginning four (4) years prior to the filing of the original Complaint and ending on the date
2 as determined by the Court (the “CLASS PERIOD”).

3 70. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been
4 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
5 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
6 illegal meal and rest period policies, failure to reimburse for business expenses, failure to
7 compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to
8 maintain required records, and interest, statutory and civil penalties, attorney’s fees, costs, and
9 expenses.

10 71. The members of the class are so numerous that joinder of all class members is
11 impractical.

12 72. Common questions of law and fact regarding DEFENDANTS’ conduct, including
13 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
14 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
15 regular rate of compensation for missed meal and rest period premiums, failure to provide legally
16 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide
17 accurate itemized wage statements, and failure to ensure they are paid at least minimum wage and
18 overtime, exist as to all members of the class and predominate over any questions affecting solely
19 any individual members of the class. Among the questions of law and fact common to the class are:

- 20 a. Whether DEFENDANTS maintained legally compliant meal period policies and
21 practices;
- 22 b. Whether DEFENDANTS maintained legally compliant rest period policies and
23 practices;
- 24 c. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
25 members accurate premium payments for missed meal and rest periods;
- 26 d. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
27 members accurate overtime wages;

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- e. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS members at least minimum wage for all hours worked;
- f. Whether DEFENDANTS failed to compensate PLAINTIFF and the CALIFORNIA CLASS members for required business expenses;
- g. Whether DEFENDANTS issued legally compliant wage statements;
- h. Whether DEFENDANTS committed an act of unfair competition by systematically failing to record and pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked;
- i. Whether DEFENDANTS committed an act of unfair competition by systematically failing to record all meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS members, even though DEFENDANTS enjoyed the benefit of this work, required employees to perform this work and permits or suffers to permit this work;
- j. Whether DEFENDANTS committed an act of unfair competition in violation of California Business and Professions Code Sections 17200, *et seq.* (the “UCL”), by failing to provide the PLAINTIFF and the other members of the CALIFORNIA CLASS with the legally required meal and rest periods.

73. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a result of DEFENDANTS’ conduct and actions alleged herein.

74. PLAINTIFFS’ claims are typical of the claims of the CALIFORNIA CLASS, and PLAINTIFF has the same interests as the other members of the class.

75. PLAINTIFF will fairly and adequately represent and protect the interests of the CALIFORNIA CLASS members.

76. PLAINTIFF retained able class counsel with extensive experience in class action litigation.

77. Further, PLAINTIFF’S interests are coincident with, and not antagonistic to, the interest of the other CALIFORNIA CLASS members.

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1 78. There is a strong community of interest among PLAINTIFF and the members of the
2 CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are
3 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
4 sustained.

5 79. The questions of law and fact common to the CALIFORNIA CLASS members
6 predominate over any questions affecting only individual members, including legal and factual
7 issues relating to liability and damages.

8 80. A class action is superior to other available methods for the fair and efficient
9 adjudication of this controversy because joinder of all class members is impractical. Moreover,
10 since the damages suffered by individual members of the class may be relatively small, the expense
11 and burden of individual litigation make it practically impossible for the members of the class
12 individually to redress the wrongs done to them. Without class certification and determination of
13 declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of
14 separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

15 a. Inconsistent or varying adjudications with respect to individual members of the
16 CALIFORNIA CLASS which would establish incompatible standards of conduct
17 for the parties opposing the CALIFORNIA CLASS; and/or,

18 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
19 which would, as a practical matter, be dispositive of the interests of the other
20 members not party to the adjudication or substantially impair or impede their ability
21 to protect their interests.

22 81. Class treatment provides manageable judicial treatment calculated to bring an
23 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the
24 conduct of DEFENDANTS.

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1 **FIRST CAUSE OF ACTION**

2 **Unlawful Business Practices**

3 **(Cal. Bus. and Prof. Code §§ 17200, *et seq.*)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

5 82. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 83. DEFENDANTS are each a “person” as that term is defined under California
9 Business and Professions Code Section 17021.

10 84. California Business and Professions Code Sections 17200, *et seq.* (the “UCL”)
11 defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
12 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
13 competition as follows:

14 Any person who engages, has engaged, or proposes to engage in unfair competition
15 may be enjoined in any court of competent jurisdiction. The court may make such
16 orders or judgments, including the appointment of a receiver, as may be necessary to
17 prevent the use or employment by any person of any practice which constitutes unfair
18 competition, as defined in this chapter, or as may be necessary to restore to any person
19 in interest any money or property, real or personal, which may have been acquired
20 by means of such unfair competition. (Cal. Bus. & Prof. Code § 17203).

21 85. By the conduct alleged herein, DEFENDANTS have engaged and continues to
22 engage in business practices which violate California law, including but not limited to, the
23 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
24 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and
25 2802, for which this Court should issue declaratory and other equitable relief pursuant to California
26 Business and Professions Code Section 17203 as may be necessary to prevent and remedy the
27 conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

28 86. By the conduct alleged herein, DEFENDANTS’ practices were unlawful and unfair
in that these practices violated public policy, were immoral, unethical, oppressively unscrupulous
or substantially injurious to employees, and were without valid justification or utility for which this

1 Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
2 Business and Professions Code, including restitution of wages wrongfully withheld.

3 87. By the conduct alleged herein, DEFENDANTS' practices were deceptive and
4 fraudulent in that DEFENDANTS' uniform policy and practice failed to provide the legally
5 mandated meal and rest periods and the required amount of compensation for missed meal and rest
6 periods, failed to pay minimum and overtime wages owed, and failed to reimburse all necessary
7 business expenses incurred, due to a systematic business practice that cannot be justified, pursuant
8 to the applicable California Labor Code and Industrial Welfare Commission requirements in
9 violation of California Business and Professions Code Sections 17200, *et seq.*, and for which this
10 Court should issue injunctive and equitable relief, pursuant to California Business and Professions
11 Code Section 17203, including restitution of wages wrongfully withheld.

12 88. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
13 unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the
14 other members of the CALIFORNIA CLASS to be underpaid during their employment with
15 DEFENDANTS.

16 89. By the conduct alleged herein, DEFENDANTS' practices were also unfair and
17 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide
18 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
19 required by California Labor Code Sections 226.7 and 512.

20 90. Therefore, PLAINTIFF demands on behalf of PLAINTIFF and on behalf of each
21 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
22 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each
23 workday in which a second off-duty meal period was not timely provided for each ten (10) hours
24 of work.

25 91. PLAINTIFF further demands on behalf of PLAINTIFF and on behalf of each
26 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
27 not timely provided as required by law.

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1 92. By and through the unlawful and unfair business practices described herein,
2 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the
3 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and has
4 deprived them of valuable rights and benefits guaranteed by law and contract, all to the detriment
5 of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS to unfairly
6 compete against competitors who comply with the law.

7 93. All the acts described herein as violations of, among other things, the Industrial
8 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
9 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
10 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
11 practices in violation of California Business and Professions Code Sections 17200, *et seq.*

12 94. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
13 and do, seek such relief as may be necessary to restore to them the money and property which
14 DEFENDANTS have acquired, or of which PLAINTIFF and the other members of the
15 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
16 business practices, including earned but unpaid wages for all time worked.

17 95. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
18 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair, and
19 deceptive, and that injunctive relief should be issued restraining DEFENDANTS from engaging in
20 any unlawful and unfair business practices in the future.

21 PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy
22 and/or adequate remedy at law that will end the unlawful and unfair business practices of
23 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a
24 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
25 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
26 and economic harm unless DEFENDANTS are restrained from continuing to engage in these
27 unlawful and unfair business practices.

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1 103. In committing these violations of the California Labor Code, DEFENDANTS
2 inaccurately calculated the correct time worked and consequently underpaid the actual time worked
3 by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an
4 illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the
5 California Labor Code, the Industrial Welfare Commission requirements and other applicable laws
6 and regulations.

7 104. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
8 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
9 minimum wage compensation for their time worked for DEFENDANTS.

10 105. During the CLASS PERIOD, PLAINTIFF and the other members of the
11 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
12 failure to pay all earned wages.

13 106. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
14 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
15 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered
16 and will continue to suffer an economic injury in amounts which are presently unknown to them,
17 and which will be ascertained according to proof at trial.

18 107. DEFENDANTS knew or should have known that PLAINTIFF and the other
19 members of the CALIFORNIA CLASS were under-compensated for their time worked.
20 DEFENDANTS systematically elected, either through intentional malfeasance or gross
21 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
22 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
23 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages for
24 their time worked.

25 108. In performing the acts and practices herein alleged in violation of California labor
26 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
27 and provide them with the requisite compensation, DEFENDANTS acted and continues to act
28 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the

1 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
2 consequences to them, and with the despicable intent of depriving them of their property and legal
3 rights, and otherwise causing them injury in order to increase company profits at the expense of
4 these employees.

5 109. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
6 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment
7 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor
8 Code and/or other applicable statutes. To the extent minimum wage compensation is determined
9 to be owed to the CALIFORNIA CLASS members who have terminated their employment,
10 DEFENDANTS' conduct also violates Labor Code Sections 201 and/or 202, and therefore these
11 individuals are also be entitled to waiting time penalties under California Labor Code Section 203,
12 which penalties are sought herein on behalf of these CALIFORNIA CLASS members.
13 DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further,
14 PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory
15 costs.

16 **THIRD CAUSE OF ACTION**

17 **Failure To Pay Overtime Compensation**

18 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

19 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

20 110. PLAINTIFF and the other members of the CALIFORNIA CLASS reallege and
21 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
22 Complaint.

23 111. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
24 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
25 Welfare Commission requirements for DEFENDANTS' failure to pay these employees for all
26 overtime worked including work performed in excess of eight (8) hours in a workday, and/or twelve
27 (12) hours in a workday, and/or forty (40) hours in any workweek.

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1 112. Pursuant to California Labor Code Section 204, other applicable laws and
2 regulations, and public policy, an employer must timely pay its employees for all hours worked.

3 113. California Labor Code Section 510 provides that employees in California shall not
4 be employed more than eight (8) hours per workday and/or more than forty (40) hours per
5 workweek unless they receive additional compensation beyond their regular wages in amounts
6 specified by law.

7 114. California Labor Code Section 1194 establishes an employee's right to recover
8 unpaid wages, including minimum and overtime compensation and interest thereon, together with
9 the costs of suit. California Labor Code Section 1198 further states that the employment of an
10 employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

11 115. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members
12 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time
13 they worked, including overtime work.

14 116. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
15 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing
16 a uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and
17 other CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the
18 other members of the CALIFORNIA CLASS for overtime worked, including, the overtime work
19 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or
20 forty (40) hours in any workweek.

21 117. In committing these violations of the California Labor Code, DEFENDANTS
22 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
23 PLAINTIFF and other CALIFORNIA CLASS members. DEFENDANTS acted in an illegal
24 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
25 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
26 regulations.

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1 118. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
2 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
3 overtime compensation for their time worked for DEFENDANTS.

4 119. California Labor Code Section 515 sets out various categories of employees who are
5 exempt from the overtime requirements of the law. None of these exemptions are applicable to
6 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
7 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
8 agreement that would preclude the causes of action contained herein this Complaint. Rather,
9 PLAINTIFF brings this Action on behalf of PLAINTIFF and the CALIFORNIA CLASS based on
10 DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
11 California.

12 120. During the CLASS PERIOD, PLAINTIFF and the other members of the
13 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting
14 a failure to pay all earned wages.

15 121. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the
16 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
17 maximum hours permissible by law as required by California Labor Code Sections 510, 1194, and
18 1198, even though PLAINTIFF and the other members of the CALIFORNIA CLASS were
19 regularly required to work, and did in fact work overtime, and did in fact work overtime as to which
20 DEFENDANTS failed to accurately record and pay as evidenced by DEFENDANTS' business
21 records and witnessed by employees.

22 122. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
23 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
24 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA
25 CLASS have suffered and will continue to suffer an economic injury in amounts which are presently
26 unknown to them, and which will be ascertained according to proof at trial.

27 123. DEFENDANTS knew or should have known that PLAINTIFF and the other
28 members of the CALIFORNIA CLASS were undercompensated for their time worked.

1 DEFENDANTS systematically elected, either through intentional malfeasance or gross
2 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
3 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF
4 and the other members of the CALIFORNIA CLASS the correct overtime wages for their overtime
5 worked.

6 124. In performing the acts and practices herein alleged in violation of California labor
7 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
8 and provide them with the requisite compensation, DEFENDANTS acted and continues to act
9 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
10 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
11 consequences to them, and with the despicable intent of depriving them of their property and legal
12 rights, and otherwise causing them injury in order to increase company profits at the expense of
13 these employees.

14 125. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS request
15 recovery of overtime wages, according to proof, interest, statutory costs, as well as the assessment
16 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor
17 Code and/or other applicable statutes. To the extent overtime compensation is determined to be
18 owed to the CALIFORNIA CLASS members who have terminated their employment,
19 DEFENDANTS' conduct also violates California Labor Code Sections 201 and/or 202, and
20 therefore these individuals are also be entitled to waiting time penalties under California Labor
21 Code 203, which penalties are sought herein. DEFENDANTS' conduct as alleged herein was
22 willful, intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS
23 members are entitled to seek and recover statutory costs.

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129. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

FIFTH CAUSE OF ACTION

Failure To Provide Required Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)

130. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

131. From time to time, PLAINTIFF and other CALIFORNIA CLASS members were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers. In addition, DEFENDANTS failed to compensate PLAINTIFF and other CALIFORNIA CLASS members for their rest periods as required by the applicable Wage Order and Labor Code. As a result, DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS members with all the legally required paid rest periods is evidenced by DEFENDANTS' business records.

132. DEFENDANTS further violated California Labor Code Sections 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS members who were not provided a rest period, in accordance with the applicable Wage Order, one

1 additional hour of compensation at each employee's regular rate of pay for each workday that rest
2 period was not provided.

3 133. As a proximate result of the aforementioned violations, PLAINTIFF and
4 CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and
5 seek all wages earned and due, interest, penalties, expenses and costs of suit.

6 **SIXTH CAUSE OF ACTION**

7 **Failure To Provide Accurate Itemized Statements**

8 **(Cal. Lab. Code § 226)**

9 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

10 134. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
11 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
12 Complaint.

13 135. California Labor Code Section 226 provides that an employer must furnish
14 employees with an "accurate itemized" statement in writing showing:

- 15 a. Gross wages earned,
- 16 b. total hours worked by the employee, except for any employee whose compensation
17 is solely based on a salary and who is exempt from payment of overtime under
18 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
19 Commission,
- 20 c. the number of piece-rate units earned and any applicable piece rate if the employee
21 is paid on a piece-rate basis,
- 22 d. all deductions, provided that all deductions made on written orders of the employee
23 may be aggregated and shown as one item,
- 24 e. net wages earned,
- 25 f. the inclusive dates of the period for which the employee is paid,
- 26 g. the name of the employee and his or her social security number, except that by
27 January 1, 2008, only the last four digits of his or her social security number of an
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employee identification number other than social security number may be shown on the itemized statement,

h. the name and address of the legal entity that is the employer, and

i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

136. When DEFENDANTS did not accurately record PLAINTIFFS' and other CALIFORNIA CLASS members' missed meal and rest breaks, or were paid inaccurate missed meal and rest break premiums, or were not paid for all hours worked, DEFENDANTS violated California Labor Code Section 226 in that DEFENDANTS failed to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate wage statements which failed to show, among other things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest periods.

137. In addition to the foregoing, DEFENDANTS failed to provide itemized wage statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the requirements of California Labor Code Section 226(a)(1)-(9).

138. DEFENDANTS knowingly and intentionally failed to comply with California Labor Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant to California Labor Code Section 226, in an amount according to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA CLASS herein).

1 **SEVENTH CAUSE OF ACTION**

2 **Failure To Pay Wages When Due**

3 **(Cal. Lab. Code § 203)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

5 139. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
7 Complaint.

8 140. California Labor Code Section 200 provides that:

9 As used in this article:

10 (d) “Wages” includes all amounts for labor performed by employees of every
11 description, whether the amount is fixed or ascertained by the standard of time,
task, piece, commission basis, or other method of calculation.

12 (e) “Labor” includes labor, work, or service whether rendered or performed under
13 contract, subcontract, partnership, station plan, or other agreement if the labor to
be paid for is performed personally by the person demanding payment.

14 141. California Labor Code Section 201 provides, in relevant part, that “If an employer
15 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
16 immediately.”

17 142. California Labor Code Section 202 provides, in relevant part, that:

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

23 143. There was no definite term in PLAINTIFF’S or any CALIFORNIA CLASS
24 members’ employment contract.

25 144. California Labor Code Section 203 provides:

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

145. The employment of PLAINTIFF and many CALIFORNIA CLASS members terminated, and DEFENDANTS have not tendered payment of wages to these employees who missed meal and rest breaks, as required by law.

146. Therefore, as provided by California Labor Code Section 203, on behalf of themselves and the members of the CALIFORNIA CLASS whose employment has ended, PLAINTIFF demands up to thirty (30) days of pay as penalty for not paying all wages due at time of termination for all employees who terminated employment during the CLASS PERIOD and demand an accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

EIGHTH CAUSE OF ACTION

Failure To Reimburse Employees for Required Expenses

(Cal. Lab. Code §§ 2802)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)

147. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

148. California Labor Code Section 2802 provides, in relevant part, that:
An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

149. From time to time during the CLASS PERIOD, DEFENDANTS violated California Labor Code Section 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties for DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of their personal cell phones and maintenance of work uniforms, all on behalf of and for the benefit of DEFENDANTS. Specifically, DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS members to maintain their work uniforms, to execute their essential job duties on behalf

1 of DEFENDANTS. DEFENDANTS' uniform policy, practice and procedure was to not reimburse
2 PLAINTIFF and the CALIFORNIA CLASS members for expenses resulting from the use of their
3 personal cell phones and maintenance of their work uniforms, within the course and scope of their
4 employment for DEFENDANTS. These expenses were necessary to complete their principal job
5 duties. DEFENDANTS are estopped by DEFENDANTS' conduct to assert any waiver of this
6 expectation. Although these expenses were necessary expenses incurred by PLAINTIFF and the
7 CALIFORNIA CLASS members, DEFENDANTS failed to indemnify and reimburse PLAINTIFF
8 and the CALIFORNIA CLASS members for these expenses as an employer is required to do under
9 the laws and regulations of California.

10 150. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred
11 by them and the CALIFORNIA CLASS members in the discharge of their job duties for
12 DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the
13 statutory rate and costs under California Labor Code Section 2802.

14 **NINTH CAUSE OF ACTION**

15 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

16 **(Cal. Lab. Code §§2698 *et seq.*)**

17 **(Alleged by PLAINTIFF against all DEFENDANTS)**

18 151. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
19 herein, the prior paragraphs of this Complaint.

20 152. The Private Attorneys General ACT ("PAGA") is a mechanism by which the State
21 of California itself can enforce state labor laws through the employee suing under the PAGA who
22 do so as the proxy or agent of the state's labor law enforcement agencies. An action to recover
23 civil penalties under PAGA is fundamentally a law enforcement action designed to protect the
24 public and not to benefit private parties. The purpose of the PAGA is not to recover damages or
25 restitution, but to create a means of "deputizing" citizens as private attorneys general to enforce
26 the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public
27 interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties
28

1 for Labor Code violations ...” (Stats. 2003, ch. 906, § 1.) Accordingly, PAGA claims cannot be
2 subject to arbitration.

3 153. PLAINTIFF, and such persons that may be added from time to time who satisfy the
4 requirements and exhaust the administrative procedures under PAGA, bring this individual PAGA
5 and Representative Action on behalf of the State of California with respect to Plaintiff and all non-
6 exempt employees who worked for DEFENDANTS in California during the time period of April
7 6, 2025, until the present (“PAGA PERIOD”) (the “AGGRIEVED EMPLOYEES”).

8 154. At all relevant times, for the reasons described herein and others, PLAINTIFF and
9 the AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANTS within the
10 meaning of Labor Code Section 2699(c).

11 155. Labor Code Sections 2699(a) and (k) authorize an AGGRIEVED EMPLOYEE, like
12 PLAINTIFF, on behalf of PLAINTIFF and other current or former employees, to bring a civil
13 action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3.

14 156. PLAINTIFF complied with the procedures for bringing suit specified in Labor Code
15 Section 2699.3. By certified letter, return receipt requested, dated April 6, 2026, PLAINTIFF gave
16 written notice to the Labor and Workforce Development Agency (“LWDA”) and to
17 DEFENDANTS of the specific provisions of the Labor Code alleged to have been violated,
18 including the facts and theories to support the alleged violations. (See Exhibit #1.)

19 157. As of the date of this complaint, more than sixty-five (65) days after serving the
20 LWDA with notice of DEFENDANTS’ violations, the LWDA has not provided any notice by
21 certified mail of its intent to investigate the DEFENDANTS’ alleged violations as mandated by
22 Labor Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section
23 2699.3(a)(2)(A), PLAINTIFF may commence and is authorized to pursue this cause of action.

24 158. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and the
25 AGGRIEVED EMPLOYEES are entitled to civil penalties for DEFENDANTS’ violations of
26 Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7,
27 232, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802,
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1 2804, and California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating),
2 in the following amounts:

3 a. For violation of Labor Code Sections 201, 202, 203, and 204, up to (\$200)
4 per AGGRIEVED EMPLOYEE per pay period [penalty per Labor Code
5 Section 2699(f)];

6 b. For violations of Labor Code Section 226(a), a civil penalty in the amount
7 of two hundred fifty dollars (\$250) for each AGGRIEVED EMPLOYEE for
8 any initial violation and one thousand dollars for each subsequent violation
9 [penalty per Labor Code Section 226.3];

10 c. For violations of Labor Code Sections 204, a civil penalty in the amount of
11 one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE for any initial
12 violation and two hundred dollars (\$200) for AGGRIEVED EMPLOYEE for
13 each subsequent violation [penalty per Labor Code Section 210];

14 d. For violations of Labor Code Sections 226.7, 510 and 512, a civil penalty
15 in the amount of fifty dollars (\$50) for each underpaid AGGRIEVED
16 EMPLOYEE for the initial violation and one hundred dollars (\$100) for each
17 underpaid AGGRIEVED EMPLOYEE for each subsequent violation [penalty
18 per Labor Code Section 558];

19 e. For violations of Labor Code Section 1174(d), a civil penalty in the amount
20 of five hundred (\$500) dollars for each AGGRIEVED EMPLOYEE [penalty
21 per Labor Code Section 1174.5].

22 f. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and 1199,
23 a civil penalty in the amount of one hundred dollars (\$100) for each
24 AGGRIEVED EMPLOYEE per pay period for the initial violation and two
25 hundred dollars fifty (\$250) for each AGGRIEVED EMPLOYEE per pay
26 period for each subsequent violation [penalty per Labor Code Section 1197.1].

27 159. For all provisions of the Labor Code for which civil penalty is not specifically
28 provided, Labor Code Section 2699(f) imposes upon DEFENDANTS a penalty of up to two

1 hundred dollars (\$200) for each AGGRIEVED EMPLOYEE per pay period. PLAINTIFF and the
2 AGGRIEVED EMPLOYEES are entitled to an award of reasonable attorney's fees and costs in
3 connection with their claims for civil penalties pursuant to Labor Code Section 2699(k)(1).

4 **PRAYER FOR RELIEF**

5 WHEREFORE, PLAINTIFF prays for a judgment against all DEFENDANTS, jointly and
6 severally, as follows:

7 1. On behalf of the CALIFORNIA CLASS:

- 8 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
9 CLASS as a class action pursuant to California Code of Civil Procedure Section 382;
10 b. An order temporarily, preliminarily and permanently enjoining and restraining
11 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
12 c. An order requiring DEFENDANTS to pay all overtime wages and all sums
13 unlawfully withheld from compensation due to PLAINTIFF and the other members
14 of the CALIFORNIA CLASS; and
15 d. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund
16 for restitution of the sums incidental to DEFENDANTS' violations due to
17 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

18 2. On behalf of the CALIFORNIA CLASS:

- 19 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, and
20 Ninth Causes of Action asserted by the CALIFORNIA CLASS as a class action
21 pursuant to California Code of Civil Procedure Section 382;
22 b. Compensatory damages, according to proof at trial, including compensatory
23 damages for overtime compensation due to PLAINTIFF and the other members of
24 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
25 thereon at the statutory rate;
26 c. Meal and rest period compensation pursuant to California Labor Code Sections
27 226.7, 512 and the applicable IWC Wage Order;
28 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in

1 which a violation occurs and one hundred dollars (\$100) per each member of the
2 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
3 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for
4 violation of California Labor Code Section 226;

5 e. The wages of all terminated employees from the CALIFORNIA CLASS as a
6 penalty from the due date thereof at the same rate until paid or until an action
7 therefore is commenced, in accordance with California Labor Code Section 203.

8 f. The amount of expenses PLAINTIFF and each member of the CALIFORNIA
9 CLASS incurred in the course of their job duties, plus interest, and costs of suit.

10 3. On the Ninth Cause of Action

11 a. For reasonable attorney's fees and costs of suit to the extent permitted by law,
12 including pursuant to Labor Code Section 2699, *et seq.*;

13 b. For civil penalties to the extent permitted by the law pursuant to the Labor Code
14 under the Private Attorneys General Act.

15 4. On all claims:

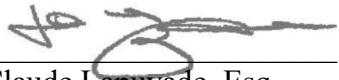
16 a. An award of interest, including prejudgment interest at the legal rate;

17 b. Such other and further relief as the Court deems just and equitable; and

18 c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law,
19 including and pursuant to, but not limited to, California Labor Code Sections 218.5,
20 226, 246 and/or 1194.

21 DATED: June 11, 2026

JCL LAW FIRM, APC

22
23 By: 
24 Jean-Claude Lapuyade, Esq.
25 Attorney for PLAINTIFF
26
27
28

DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: June 11, 2026

JCL LAW FIRM, APC

By: 

Jean-Claude Lapuyade, Esq.
Attorney for PLAINTIFF

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EXHIBIT 1

April 6, 2026

Via Online Filing to LWDA and Certified Mail to Defendants
Labor and Workforce Development Agency
Online Filing

NBCC, LLC
c/o Rick Weiner
1400 Newport Center Drive, Suite 230
Newport Beach, CA 92660
Sent via Certified Mail and Return Receipt No. 9589 0710 5270 3705 9009 93

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 232, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, Title 8, Section 1 1070(14) (Failure to Provide Seating) and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

This notice is being sent in compliance with California Labor Code Section 2699.3. Our offices represent Plaintiff FAUSTINO DAVID ROMERO (“Plaintiff”) and other aggrieved employees. Plaintiff was employed by Defendant NBCC, LLC and DOES 1-50 (“Defendants”) in California from August 2018 through February 2026 as a banquet server and worked at Defendants’ Country Club in Newport Beach, CA. Plaintiff was employed by Defendants as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks.

Plaintiff alleges that within the past year, Plaintiff personally suffered violations of the following Labor Code Sections as a result of Defendants’ failure to pay Plaintiff for all time worked, provide Plaintiff with compliant meal periods, provide Plaintiff with compliant rest periods, provide Plaintiff with accurate itemized wage statements that facially comply with the requirements provided for in Labor Code Section 226, furnish wages to Plaintiff with the frequency as set forth under Labor Code Section 204, and reimburse Plaintiff for necessary business expenses pursuant to Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 232, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and Title 8, Section 1 1070(14) (Failure to Provide Seating). These violations are actionable under California Labor Code Section 2699.3.

The information below provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference. If the agency needs any further information, please do not hesitate to ask.

Plaintiff seeks to represent a group of aggrieved employees defined as any person currently or formerly employed by Defendants who performed work in California and against whom one or more of the alleged violations listed above were committed during the relevant claim period (“Aggrieved Employees”). Plaintiff believes this group to be comprised of all current and former non-exempt employees who performed work for in California during the period beginning one year prior to the date of this Notice and continuing through the present.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission (“IWC”) Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate Plaintiff and other Aggrieved Employees for missed meal and rest periods, failed to pay Plaintiff and other Aggrieved Employees for all time worked, failed to compensate Plaintiff and other Aggrieved Employees for off-the-clock work, failed to pay Plaintiff and other Aggrieved Employees overtime at the correct regular rate of pay, failed to compensate Plaintiff and other Aggrieved Employees meal and rest premiums at the regular rate of pay, failed to pay Plaintiff and other Aggrieved Employees redeemed sick pay at the regular rate of pay, failed to reimburse Plaintiff and other Aggrieved Employees for business expenses, and failed to issue to Plaintiff and other Aggrieved Employees accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. Defendants’ uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows Defendants to illegally profit and gain an unfair advantage over competitors who comply with the law.

Meal Period Violations: Pursuant to the Industrial Welfare Commission Wage Orders, Defendants were required to pay Plaintiff and the Aggrieved Employees for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the last year, Defendants required Plaintiff and other Aggrieved Employees to work without paying them for all the time they were under Defendants’ control. Specifically, Defendants required Plaintiff to work while clocked out during what was supposed to be Plaintiff’s off-duty meal break. Indeed, there were many days where Plaintiff did not even receive a partial lunch. As a result, Plaintiff and other Aggrieved Employees forfeited minimum wage and overtime compensation by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. Defendants’ uniform policy and practice not to pay Plaintiff and other Aggrieved Employees for all time worked is evidenced by Defendants’ business records.

During the last year, as a result of their rigorous work schedules and Defendants’ inadequate staffing practices, Plaintiff and other Aggrieved Employees were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five (5) hours during some shifts without receiving a meal break. Further, Defendants failed to provide Plaintiff and other Aggrieved Employees with a second off-duty meal period for some workdays in which these employees were required by Defendants to work ten (10) hours of work. The nature of the work performed by Plaintiff and other Aggrieved Employees does not qualify for the limited and narrowly construed “on-duty” meal period exception. When they were

provided with meal periods, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on duty and on call. Defendants' failure to provide Plaintiff and other Aggrieved Employees with legally required meal breaks is evidenced by Defendants' business records. As a result of their rigorous work schedules and Defendants' inadequate staffing, Plaintiff and other Aggrieved Employees therefore forfeited meal breaks without additional compensation and in accordance with Defendants' strict corporate policy and practice. For example, Plaintiff and Aggrieved Employees were constantly short-staffed, which led Plaintiff and Aggrieved Employees to forfeit their meal breaks or be forced to cut their meal breaks short.

Rest Period Violations: From time to time during the past year, Plaintiff and other Aggrieved Employees were also required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work requirements and Defendants' inadequate staffing. Further, for the same reasons, these employees were from time to time denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, from time to time denied a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and from time to time denied a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. When they were provided with rest breaks, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on premises, on duty and/or on call, and not fully relieved of all duties. Plaintiff and other Aggrieved Employees were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules and Defendants' inadequate staffing, Plaintiff and other Aggrieved Employees were from time to time denied their proper rest periods by Defendants and Defendants' managers. For example, Plaintiff filed a formal complaint with Defendant that he missed his rest breaks on 12/3/24, 12/13/24, and 12/15/24. The complaint is attached below. Even with the notice, Defendant still failed to provide a Rest Premium to Plaintiff on the corresponding and following earning statement.

NEWPORT BEACH
COUNTRY CLUB



Pay Period Date: 12-2 to 12-15-24

X I DID NOT take my rest break(s) on the following date(s):

12-3-24 fire lighting short staffed

12-13-24 straddling shift staffed

12-15-24 - Branch w/ Santa short staffed

 I DID take my rest break(s) but erroneously submitted that I didn't on timeclock.

Date(s):

Print Name: David Romero

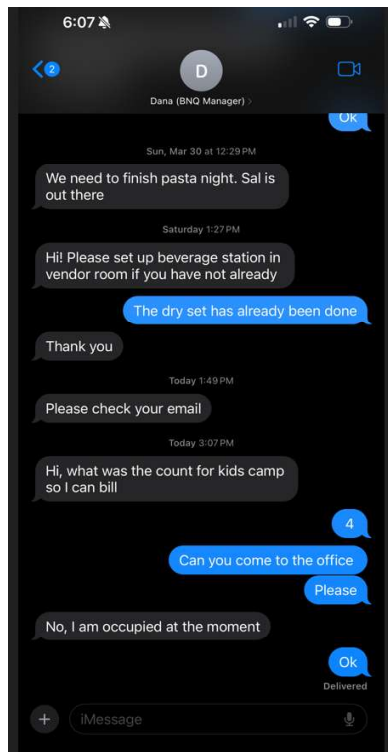
Signature: David Romero Date: 12-19-24

Pay Date:	12/20/2024	Company:	0SY13 - NBCC LLC	Emp :
Period Start:	12/02/2024		1221 WEST COAST HWY	Dept: 242 - NBCC C
Period End:	12/15/2024		NEWPORT BEACH CA 92663 (949) 630-4266	Pay Basis:

	Rate	Hours/Units	Current Period	Year To Date
Earnings				
Regular	16.00	69.13	1106.08	25608.72
Weighted Overtime	43.16	0.51	22.01	346.32
Weighted Overtime	48.55	0.22	10.68	0.00
Bereavement	16.00	0.00	0.00	384.00
Sick Hourly	43.28	0.00	0.00	3747.31
Vaca Hrly Non Union	16.00	0.00	0.00	1651.50
CA Lunch Earning	45.13	0.00	0.00	45.13
Department Rates Regular	16.00	7.94	127.04	255.04
Emp Fund XMAS			2144.32	2144.32
GRAT GRILLS - NBCC			0.00	108.00
GRAT NBCC BAN			3060.47	44846.52
GRAT SEAHORSE - NBCC			332.02	1748.80
HOLIDAY NON	16.00	0.00	0.00	764.00
Hourly Incentive			25.00	25.00

Unreimbursed Business Expenses: Defendants as a matter of corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to reimburse and indemnify the Plaintiff and other Aggrieved Employees for required business expenses incurred by the Plaintiff and other Aggrieved Employees in direct consequence of discharging their duties on behalf of Defendants. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

Within the last year, in the course of their employment, Defendants required Plaintiff and other Aggrieved Employees to incur personal expenses as a result of and in furtherance of their job duties for the use of their personal cell phones and for the maintenance of their work uniforms. Specifically, Plaintiff and other Aggrieved Employees were required to incur personal expenses for the use of their personal cell phones and maintenance of their work uniforms in order to perform work related tasks. However, Defendants unlawfully failed to reimburse Plaintiff and other Aggrieved Employees for the personal expenses incurred for the use of their personal cell phones and for the maintenance of their work uniforms. As a result, in the course of their employment with Defendants, the Plaintiff and other Aggrieved Employees incurred unreimbursed business expenses that included, but were not limited to, costs related to the personal expenses incurred for the use of their personal cell phones and maintenance of their work uniforms, all on behalf of and for the benefit of Defendants. For example, Defendant constantly messaged Plaintiff on his personal device to instruct and control Plaintiff during both work and after hours.



Wage Statement Violations: California Labor Code Section 226 requires an employer to furnish its employees and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (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 the employee's 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 effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. From time to time during the last year, when Plaintiff and other Aggrieved Employees missed meal and rest breaks, or were paid inaccurately for missed meal and rest period premiums, or were not paid for all hours worked, Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements which failed to show, among other things, all deductions, the total hours worked and all applicable hourly rates in effect during the pay period, and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods. Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements that included all required elements listed above.

As a result, Defendants issued Plaintiff and other Aggrieved Employees with wage statements that violate California Labor Code Section 226. Further, Defendants' violations are knowing and intentional; they were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations: During the last year,

from time-to-time, Defendants failed and continue to fail to accurately pay Plaintiff and other Aggrieved Employees for all hours worked. During the last year, from time-to-time Defendants required Plaintiff and other Aggrieved Employees to perform pre-shift or post-shift work, including but not limited to company transportation to and from the work site and maintenance of machinery and systems. This resulted in Plaintiff and other Aggrieved Employees having to work while off-the-clock. Defendants directly benefited from the undercompensated off-the-clock work performed by Plaintiff and other Aggrieved Employees. Defendants controlled the work schedules, duties, and protocols, applications, assignments, and employment conditions of Plaintiff and other Aggrieved Employees.

Defendants were able to track the amount of time Plaintiff and other Aggrieved Employees spent working; however, Defendants failed to document, track, or pay Plaintiff and other Aggrieved Employees all wages earned and owed for all the work they performed. Plaintiff and other Aggrieved Employees were non-exempt employees, subject to the requirements of the California Labor Code. Defendants' policies and practices deprived Plaintiff and other Aggrieved Employees of all minimum regular, overtime, and double time wages owed for the off-the-clock work activities. Because Plaintiff and other Aggrieved Employees typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day, Defendants' policies and practices also deprived them of overtime pay.

Defendants knew or should have known that Plaintiff's and other Aggrieved Employees' off-the-clock work was compensable under the law. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control, and benefit for the time spent working while off-the-clock, including but not limited to, undergoing pre-shift and post-shift work. Defendants' uniform policy and practice to not pay Plaintiff and other Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Reporting Time Violations: During the last year, Defendants from time to time required Plaintiff and Aggrieved Employees to report to work, but were furnished less than half their scheduled shift's worth of work and/or less than two (2) hours of work for a second reporting, and were not paid reporting time pay as required by California Code of Regulations, title 8, section 11040, subdivisions (A) and (B) and the applicable IWC Wage Orders. Subdivision 5(A) states, "(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." Subdivision 5(B) states: "If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall be not less than the minimum wage."

Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and Redeemed Sick Pay: From time to time during the last year, Defendants failed and continue to fail to accurately calculate and pay Plaintiff and other Aggrieved Employees for their overtime and double time hours worked, meal and rest period premiums, and redeemed sick pay. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for working overtime

without compensation at the correct overtime and double time rates, meal and rest period premiums, and redeemed sick pay rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees at the correct rate for all overtime and double time worked, meal and rest period premiums, and sick pay in accordance with applicable law is evidenced by Defendants' business records.

State law provides that employees must be paid overtime at one-and-one-half times their "regular rate of pay." Plaintiff and other Aggrieved Employees were compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's performance. The second component of Plaintiff's and other Aggrieved Employees' compensation was Defendants' non-discretionary incentive program that paid Plaintiff and other Aggrieved Employees incentive wages based on their performance for Defendants. The non-discretionary bonus program provided all employees paid on an hourly basis with bonus compensation when the employees met the various performance goals set by Defendants. However, from time to time, when calculating the regular rate of pay in those pay periods where Plaintiff and other Aggrieved Employees worked overtime, double time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary bonuses, Defendants failed to accurately include the non-discretionary bonus compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked rather than just all non-overtime hours worked. Management and supervisors described the incentive/bonus program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by Plaintiff and other Aggrieved Employees must be included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment of overtime and double time compensation, meal and rest period premium payments, and redeemed sick pay to Plaintiff and other Aggrieved Employees by Defendants.

Specifically, California Labor Code Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the employee actually works overtime in that workweek. Defendants' conduct, as articulated herein, by failing to include the incentive compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in violation of California Labor Code Section 246 the underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or 204.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally and knowingly failed to compensate Plaintiff and other Aggrieved Employees at the correct rate of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick pay as required by California law which allowed Defendants to illegally profit and gain an unfair advantage over competitors who complied with the law.

Unlawful Deductions: During the last year, Defendants, from time-to-time, unlawfully deducted wages from Plaintiff and Aggrieved Employees' pay without explanations and without authorization to do so or notice to Plaintiff and the Aggrieved Employees. As a result, Defendants violated Labor Code Section 221.

Timekeeping Manipulation: During the last year, Defendants, from time-to-time, did not have an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time Plaintiff and other Aggrieved Employees worked each day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result, Defendants were able to and did in fact, unlawfully, and unilaterally alter the time recorded in Defendants' timekeeping system for Plaintiff and other Aggrieved Employees in order to avoid paying these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest breaks. As a result, Plaintiff and other Aggrieved Employees, from time-to-time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable pay rates.

The mutability of the timekeeping system also allowed Defendants to alter employee time records by recording fictitious thirty (30) minute meal breaks in Defendants' timekeeping system so as to create the appearance that Plaintiff and other Aggrieved Employees clocked out for thirty (30) minute meal breaks when in fact the employees were not at all times provided an off-duty meal break. This practice is a direct result of Defendants' uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise compensating them for missed meal breaks. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control and benefit for the time the timekeeping system was inoperable. Defendants' uniform policy and practice to not pay Plaintiff and the Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Unlawful Rounding Practices: During the last year, Defendants did not have in place an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time these employees worked each day, including overtime hours. Specifically, Defendants had in place an unlawful rounding policy and practice that resulted in Plaintiff and the Aggrieved Employees being undercompensated for all of their time worked. As a result, Defendants were able to and did in fact unlawfully and unilaterally round the time recorded in Defendants' timekeeping system for Plaintiff and the Aggrieved Employees in order to avoid paying these employees for all their time worked, including the applicable overtime compensation for overtime worked. As a result, Plaintiff and other Aggrieved Employees, from time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

Further, the mutability of Defendants' timekeeping system and unlawful rounding policy and practice resulted in Plaintiff's and the Aggrieved Employees' time being inaccurately recorded. As a result, from time to time, Defendants' unlawful rounding policy and practice caused Plaintiff and other Aggrieved Employees to perform work as ordered by Defendants for more than five (5) hours during a shift without receiving an off-duty meal break.

Untimely Payment of Wages: Pursuant to California Labor Code Section 204, Plaintiff and the Aggrieved Employees were entitled to timely payment of wages during their employment. Plaintiff and the Aggrieved Employees, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within the permissible time period. Pursuant to California Labor Code Section 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge

are due and payable immediately.” Pursuant to California Labor Code Section 202, if an employee quits his or her employment, “his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.” Plaintiff and the Aggrieved Employees were, from time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201 and 202. To date, Defendants have not fully paid Plaintiff the minimum, overtime, and double time compensation still owed to Plaintiff or any penalty wages owed to Plaintiff under California Labor Code Section 203.

Sick Pay Violations: California Labor Code Section 246 (a)(1) mandates that “An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.” Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From time to time, including within the last year, Defendants failed to have a policy or practice in place that provided Plaintiff and other Aggrieved Employees with sick days and/or paid sick leave. As of January 1, 2024, Defendants failed to adhere to the law in that they failed to provide and allow employees to use at least 40 hours or five days of paid sick leave per year. California Labor Code Section 246(i) requires an employer to furnish its employees with written wage statements setting forth the amount of paid sick leave available. From time to time, including within the last year, Defendants violated California Labor Code Section 246 by failing to furnish Plaintiff and other Aggrieved Employees with wage statements setting forth the amount of paid sick leave available.

Suitable Seating Violations: Plaintiff further alleges that the counters in Defendants’ workplace provide ample space at work stations to allow for the presence and use of a stool or seat by Defendants’ employees during the performance of their work duties. Defendants’ employees’ working at Defendants’ facilities spend a very substantial portion, and, in many workdays, the vast majority of their working time with Defendants’ customers. The nature of the position can reasonably be accomplished while using a seat/stool. In violation of the applicable sections of the California Labor Code and the requirements of the applicable Industrial Welfare Commission (“IWC”) Wage Order, Defendants as a matter of company policy, practice and procedure, intentionally, knowingly and systematically failed to provide Plaintiff and the other Aggrieved Employees suitable seating when the nature of these employees’ work reasonably permitted sitting. Defendants knew or should have known that Plaintiff and other Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did not interfere with the performance of their duties, and that Defendants did not provide suitable seating and/or did not allow them to sit when it did not interfere with the performance of their duties. By reason of this conduct applicable to Plaintiff and all Aggrieved Employees, Defendants violated California Labor Code Section 1198 and Wage Order 4-2001, Section 14 by failing to provide suitable seats.

Defendants also include DOES 1-50, the true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise, are presently unknown to Plaintiff who therefore sues these Defendants by such fictitious names. To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and

1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals, including DOES 1-50, responsible for the violations at issue.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues their investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided in compliance with California Labor Code Section 2699.3, *et seq.*

If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Very truly yours,

JCL LAW FIRM, APC

A handwritten signature in dark ink, appearing to read 'JC Lapuyade', with a stylized flourish at the end.

Jean-Claude Lapuyade, Esq.