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Assigned for All Purposes

Judge Lon F. Hurwitz

Attorneys for Plaintiff
BLANCA E. BELLOSO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

BLANCA E. BELLOSO, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

HYATT CORPORATION d.b.a. HYATT
REGENCY HUNTINGTON BEACH, a
Delaware corporation; and DOES 1 through
100,

Defendants.

Case No.: 30-2023-01369633-CU-OE-CXC

**REPRESENTATIVE ACTION
COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

UNLIMITED CIVIL CASE

HAINES LAW GROUP, APC

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phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
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Attorneys for Plaintiff
BLANCA E. BELLOSO

1 Plaintiff Blanca E. Belloso (hereinafter “Plaintiff”), on behalf of herself and all aggrieved
2 employees, hereby brings this Representative Action Complaint (“Complaint”) against Defendant Hyatt
3 Corporation d.b.a. Hyatt Regency Huntington Beach, a Delaware corporation; and DOES 1 to 100,
4 inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of herself and all other all aggrieved employees, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Labor Code Private Attorneys
8 General Act of 2004 (“PAGA”), Cal. Labor Code § 2698 *et seq.* This Complaint is brought pursuant to
9 California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the
10 California Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

11 **VENUE**

12 2. Venue is proper in this judicial district pursuant to California Code of Civil Procedure §§
13 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the County
14 of Orange. Defendants own, maintain offices, transact business, have an agent or agents within the
15 County of Orange, and/or otherwise are found within the County of Orange, and Defendants are within
16 the jurisdiction of this Court for purposes of service of process.

17 **PARTIES**

18 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
19 Plaintiff was a California resident. During the one year immediately preceding Plaintiff giving the
20 required notice under the PAGA, and within the statute of limitations periods applicable to each cause of
21 action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.

22 4. Plaintiff is informed and believes, and based thereon alleges, that during the four years
23 preceding Plaintiff giving the required notice under the PAGA, Defendants did (and continue to do)
24 business by owning and operating hotels, including the Hyatt Regency Huntington Beach hotel, and
25 employed Plaintiff and other, similarly-situated non-exempt employees within Orange County and the
26 State of California and, therefore, were (and are) doing business in Orange County and the State of
27 California.

28 5. Plaintiff does not know the true names or capacities, whether individual, partner, or

1 corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants
2 are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this
3 Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and
4 based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate,
5 were responsible in some manner for the acts and omissions alleged herein, and proximately caused
6 Plaintiff to be subject to the unlawful employment practices, wrongs, injuries and damages complained
7 of herein.

8 6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein,
9 Defendants were and are the employers of Plaintiff and the aggrieved employees.

10 7. At all times herein mentioned, each of said Defendants participated in the doing of the
11 acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,
12 and each of them, were the agents, servants, and employees of each and every one of the other
13 Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within
14 the course and scope of said agency and employment. Defendants, and each of them, approved of,
15 condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

16 8. At all times mentioned herein, Defendants, and each of them, were members of and
17 engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope
18 of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff alleges
19 that all Defendants were joint employers for all purposes of Plaintiff and other aggrieved employees.

20 **GENERAL FACTUAL ALLEGATIONS**

21 9. Defendants are in the business of owning and operating hotels, including but not limited
22 to, owning and operating the Hyatt Regency Huntington Beach hotel located in Huntington Beach,
23 California. Plaintiff worked for Defendants as a non-exempt employee in the position of “Server” (or
24 similarly titled position) from approximately April 1996 until approximately July 17, 2023. Plaintiff’s
25 primary job duties consisted of waiting on tables, serving food, and delivering room service to the hotel
26 guests.

27 10. During Plaintiff’s employment with Defendants, Defendants’ unlawful policies and
28 procedures failed to compensate its non-exempt employees for all time worked. Instead, Defendants’

1 unlawful policies and procedures were to pay pursuant to the scheduled hours, even though Defendants
2 knowingly permitted and required work to be performed off-the-clock. As a result of Defendants'
3 policies/practices of only compensating for scheduled hours of work as opposed to all hours worked,
4 Defendants failed to compensate Plaintiff and other non-exempt employees for all minimum and
5 overtime wages earned.

6 11. Plaintiff received various forms of non-discretionary bonuses, compensation related to
7 service changes, and/or other forms of pay not properly excludable as a matter of law when calculating
8 an employee's regular rate of pay (hereinafter the aforementioned forms of pay are collectively referred
9 to as "Incentive Pay"). The various forms of Incentive Pay provided to Plaintiff and other non-exempt
10 employees were pursuant to Defendants' uniform policies and practices. Despite Defendants' payment
11 of Incentive Pay to Plaintiff, Defendants failed to include all forms of Incentive Pay when calculating
12 Plaintiff's regular rate of pay, thereby causing Plaintiff to be underpaid for all of her required overtime
13 wages. Despite Defendants' payment of Incentive Pay to Plaintiff, Defendants failed to include the
14 Incentive Pay when calculating his regular rate of pay for purposes of overtime, thereby causing Plaintiff
15 to be underpaid for all his required overtime wages. In addition, despite Defendants' payment of
16 Incentive Pay to Plaintiff and other non-exempt employees, Defendants' policies and/or procedures failed
17 to include all forms of Incentive Pay when calculating the regular rate of pay for purposes of paying sick
18 pay in a manner that fully complies with Labor Code § 246(l) in that Defendants failed to pay sick days
19 at the regular rate of pay and unlawfully paid sick days at the straight time or base rate of pay.

20 12. Defendants failed to provide Plaintiff and other non-exempt employees with all legally
21 compliant meal periods due to Defendants' meal period policies/practices, which have frequently resulted
22 in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods.
23 In addition, Defendants failed to provide Plaintiff or other non-exempt employees with second meal
24 periods on shifts over 10.0 hours. On those occasions when Plaintiff was not provided with all legally
25 required meal periods to which she was entitled, Defendants did not always compensate Plaintiff with
26 the required meal period premium at the regular rate of pay for each workday in which she experienced
27 a meal period violation as mandated by Labor Code § 226.7. Also, Defendants failed to include Incentive
28 Pay when calculating the regular rate of pay.

1 13. Plaintiff and other non-exempt employees were not authorized and permitted to take all
2 required rest periods due to Defendants' rest period policies/practices, which upon information and belief,
3 fail to authorize and permit all rest periods for every four hours worked, or major fraction thereof.
4 Additionally, Defendants have often failed to authorize and permit a third rest period when Plaintiff
5 worked a shift in excess of 10.0 hours. Despite failing to authorize and permit Plaintiff and other non-
6 exempt employees to take all rest periods to which they are entitled, upon information and belief, during
7 at least a portion of the relevant time period, Defendants maintained no mechanism for the payment of
8 rest period premium payments as required by Labor Code section 226.7 and did not pay Plaintiff or other
9 non-exempt employees all rest period premiums at the regular rate of pay they were owed. Also,
10 Defendants failed to include Incentive Pay when calculating the regular rate of pay.

11 14. Defendants failed to reimburse Plaintiff and other non-exempt employees for use of their
12 personal cellular phones for work activities. Specifically, Defendants required Plaintiff and other non-
13 exempt employees to use their personal cellular phones to communicate with their coworkers and
14 supervisors; however, Defendants failed to reimburse Plaintiff and other non-exempt employees for the
15 use of their personal cellular phones for business purposes.

16 15. Throughout Plaintiff's employment with Defendants, Defendants failed to properly
17 incorporate Incentive Pay when calculating the regular rate of pay for purposes of paying sick pay in a
18 manner that fully complies with Labor Code § 246(l) in that Defendants failed to pay sick days at the
19 regular rate of pay and unlawfully paid sick days at the straight time or base rate of pay, in violation of
20 California law.

21 16. As a result of Defendants' failure to pay Plaintiff and other non-exempt employees for all
22 minimum wages, overtime wages, meal and rest period premium wages earned, and sick pay wages at
23 the correct regular rate of pay, Defendants maintained inaccurate payroll records and failed to issue
24 accurate, compliant, itemized wage statements. As a further result of Defendants' failure to pay Plaintiff
25 and other non-exempt employees for all minimum wages, overtime wages, meal and rest period premium
26 wages earned, and sick time pay at the correct regular rate of pay Defendants failed to pay all wages to
27 Plaintiff and other formerly employed non-exempt employees at the separation of their employment.

28 //

1 **FIRST CAUSE OF ACTION**

2 **LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

3 **(AGAINST ALL DEFENDANTS)**

4 17. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 18. Defendants have committed several Labor Code violations against Plaintiff and other
6 aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et*
7 *seq.*, acting on behalf of herself and other aggrieved employees, brings this representative action against
8 Defendants to recover the civil penalties due to Plaintiff, the other aggrieved employees, and the State of
9 California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not
10 limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for
11 each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure
12 to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$250.00 for each initial violation
13 and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period;
14 (3) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code §
15 558 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each
16 subsequent violation per employee per pay period for those violations of the Labor Code for which no
17 civil penalty is specifically provided, based on the following Labor Code violations:

- 18 a) Defendants violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Plaintiff
19 and other aggrieved employees the statutory minimum wage for all hours worked;
- 20 b) Defendants violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay
21 Plaintiff and other aggrieved employees all overtime compensation earned;
- 22 c) Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally
23 required meal periods and failing to pay meal period premiums to Plaintiff and the
24 aggrieved employees;
- 25 d) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally
26 required rest periods and failing to pay rest period premiums to Plaintiff and the
27 aggrieved employees;
- 28

- 1 e) Defendants violated Labor Code § 226 by failing to furnish Plaintiff and other aggrieved
2 employees with accurate and compliant itemized wage statements;
- 3 f) Defendants violated Labor Code §§ 204 and 210 by failing to pay Plaintiff and other
4 aggrieved employees all earned wages at least twice during each calendar month;
- 5 g) Defendants violated Labor Code § 246 by failing to pay Plaintiff and other aggrieved
6 employees sick pay at the legal pay rate;
- 7 h) Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and other
8 aggrieved employees for all necessary expenditures incurred;
- 9 i) Defendants violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final
10 wages due to Plaintiff and other aggrieved employees; and
- 11 j) Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf
12 of Plaintiff and other aggrieved employees.

13 19. On October 12, 2023, Plaintiff notified Defendants via certified mail, and the California
14 Labor and Workforce Development Agency (“LWDA”) via e-mail, of Defendants’ violations of the
15 California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor
16 Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 18 (a)-
17 (j). Attached hereto as **Exhibit A** is a true and correct copy of the October 12, 2023 correspondence. Now
18 that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has
19 exhausted her administrative requirements for bringing a claim under the Labor Code Private Attorneys
20 General Act with respect to these violations.

21 20. Plaintiff was compelled to retain the services of counsel to file this court action to protect
22 her interests and the interests of other aggrieved employees, and to assess and collect the civil penalties
23 owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is entitled to
24 receive under California Labor Code § 2699.

25 **PRAYER**

26 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this
27 suit is brought against Defendants, as follows:

- 28 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other aggrieved

employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; and/or (4) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations cited in Paragraph 18 (a)-(j) above;

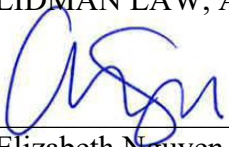
2. Upon the First Cause of Action, for attorneys' fees and costs as provided by Labor Code § 2699(g) and Code of Civil Procedure § 1021; and

3. For such other and further relief the Court may deem just and proper.

Dated: December 19, 2023

Respectfully submitted,
LIDMAN LAW, APC

By:



Elizabeth Nguyen
Attorneys for Plaintiff
BLANCA E. BELLOSO

EXHIBIT A

EXHIBIT A

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

October 12, 2023

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL – RETURN
RECEIPT REQUESTED**

Hyatt Corporation d.b.a. Hyatt Regency
Huntington Beach
c/o CSC Lawyers Incorporating Service
2710 Gateway Oaks Drive, #150
Sacramento, CA 95833

Re: *Blanca E. Belloso v. Hyatt Corporation d.b.a. Hyatt Regency Huntington Beach*

To Whom It May Concern:

Please be advised that this law firm represents Blanca E. Belloso (“Ms. Belloso”) in claims arising from her employment with Hyatt Corporation d.b.a. Hyatt Regency Huntington Beach (“Defendant”). Ms. Belloso is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendant’s numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, an “aggrieved employee” should be considered to include all current and former hourly, non-exempt employees working for Defendant in California during the one year immediately preceding the date of this letter through the present date, and continuing through a civil judgment if the LWDA takes no action and Ms. Belloso files a civil lawsuit seeking civil penalties.

Defendant is in the business of owning and operating hotels, including but not limited to, owning and operating the Hyatt Regency Huntington Beach hotel located in Huntington Beach, California. Ms. Belloso worked for Defendant as a non-exempt employee in the position of “Server” (or similarly titled position) from approximately April 1996 until approximately July 17, 2023. Ms. Belloso’s primary job duties consisted of waiting on tables, serving food, and delivering room service to the hotel guests.

During Ms. Belloso’s employment with Defendant, Defendant’s unlawful policies and procedures failed to compensate its non-exempt employees for all time worked. Instead, Defendant’s unlawful policies and procedures were to pay pursuant to the scheduled hours, even though Defendant knowingly permitted and required work to be performed off-the-clock. As a result of Defendant’s policies/practices of only compensating for scheduled hours of work as opposed to all hours worked,

Defendant failed to compensate Ms. Belloso and other non-exempt employees for all minimum and overtime wages earned.

Ms. Belloso received various forms of non-discretionary bonuses, compensation related to service changes, and/or other forms of pay not properly excludable as a matter of law when calculating an employee's regular rate of pay (hereinafter the aforementioned forms of pay are collectively referred to as "Incentive Pay"). The various forms of Incentive Pay provided to Ms. Belloso and other non-exempt employees were pursuant to Defendant's uniform policies and practices. Despite Defendant's payment of Incentive Pay to Ms. Belloso, Defendant failed to include all forms of Incentive Pay when calculating Ms. Belloso's regular rate of pay, thereby causing Ms. Belloso to be underpaid for all of her required overtime wages. Despite Defendant's payment of Incentive Pay to Ms. Belloso, Defendant failed to include the Incentive Pay when calculating her regular rate of pay for purposes of overtime, thereby causing Ms. Belloso to be underpaid for all her required overtime wages. In addition, despite Defendant's payment of Incentive Pay to Ms. Belloso and other non-exempt employees, Defendant's policies and/or procedures failed to include all forms of Incentive Pay when calculating the regular rate of pay for purposes of paying sick pay in a manner that fully complies with Labor Code § 246(l) in that Defendant failed to pay sick days at the regular rate of pay and unlawfully paid sick days at the straight time or base rate of pay.

Defendant failed to provide Ms. Belloso and other non-exempt employees with all legally compliant meal periods due to Defendant's meal period policies/practices, which have frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. In addition, Defendant failed to provide Ms. Belloso or other non-exempt employees with second meal periods on shifts over 10.0 hours. On those occasions when Ms. Belloso was not provided with all legally required meal periods to which she was entitled, Defendant did not always compensate Ms. Belloso with the required meal period premium at the regular rate of pay for each workday in which she experienced a meal period violation as mandated by Labor Code § 226.7. Also, Defendant failed to include Incentive Pay when calculating the regular rate of pay.

Ms. Belloso and other non-exempt employees were not authorized and permitted to take all required rest periods due to Defendant's rest period policies/practices, which upon information and belief, fail to authorize and permit all rest periods for every four hours worked, or major fraction thereof. Additionally, Defendant has often failed to authorize and permit a third rest period when Ms. Belloso worked a shift in excess of 10.0 hours. Despite failing to authorize and permit Ms. Belloso and other non-exempt employees to take all rest periods to which they are entitled, upon information and belief, during at least a portion of the relevant time period, Defendant maintained no mechanism for the payment of rest period premium payments as required by Labor Code section 226.7 and did not pay Ms. Belloso or other non-exempt employees all rest period premiums at the regular rate of pay they were owed. Also, Defendant failed to include Incentive Pay when calculating the regular rate of pay.

Defendant failed to reimburse Ms. Belloso and other non-exempt employees for use of their personal cellular phones for work activities. Specifically, Defendant required Ms. Belloso and other non-exempt employees to use their personal cellular phones to communicate with their coworkers and supervisors; however, Defendant failed to reimburse Ms. Belloso and other non-exempt employees for the use of their personal cellular phones for business purposes.

Throughout Ms. Belloso's employment with Defendant, Defendant failed to properly incorporate Incentive Pay when calculating the regular rate of pay for purposes of paying sick pay in a

manner that fully complies with Labor Code § 246(l) in that Defendant failed to pay sick days at the regular rate of pay and unlawfully paid sick days at the straight time or base rate of pay, in violation of California law.

As a result of Defendant's failure to pay Ms. Belloso and other non-exempt employees for all minimum wages, overtime wages, meal and rest period premium wages earned, and sick pay wages at the correct regular rate of pay, Defendant maintained inaccurate payroll records and failed to issue accurate, compliant, itemized wage statements. As a further result of Defendant's failure to pay Ms. Belloso and other non-exempt employees for all minimum wages, overtime wages, meal and rest period premium wages earned, and sick time pay at the correct regular rate of pay Defendant failed to pay all wages to Ms. Belloso and other formerly employed non-exempt employees at the separation of their employment.

As described above, Defendant committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 5 ("Wage Order 5"):

Minimum Wage Violations

Defendant was required to pay Ms. Belloso and other aggrieved employees an hourly rate at least equal to the minimum wage for each hour actually worked. *See* Labor Code §§ 1194; 1194.2, 1197, 1197.1; The Wage Order 5, § 4. Plaintiff and other aggrieved employees were not paid for all hours worked due to Defendant's unlawful practices and procedures. As alleged above, Defendant's unlawful policies and procedures were to pay pursuant to the scheduled hours, even though Defendant knowingly permitted and required work to be performed off-the-clock and/or on-the-clock but outside of scheduled hours. These practices by Defendant resulted in Defendant not paying Plaintiff and other aggrieved employees for all wages owed for the work they performed, including failing to pay them all required minimum wages.

Overtime Violations

Defendant was required to pay Ms. Belloso and other aggrieved employees overtime wages for all hours worked in excess of eight hours per workday and/or forty hours per workweek. *See* Labor Code §§ 1194(a) and 1198; the Wage Order 5, § 3. According to Labor Code § 510(a), "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." This Section further provides, "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee." As alleged above, Defendant's unlawful policies and procedures were to pay pursuant to the scheduled hours, even though Defendant knowingly permitted and required work to be performed off-the-clock and/or on-the-clock but outside of scheduled hours.. Defendant paid Ms. Belloso bonuses and/or other forms of pay not properly excludable as a matter of law when calculating Ms. Belloso's regular rate of pay (hereinafter referred to as "Incentive Pay"). Despite Defendant's payment of Incentive Pay to Ms. Belloso, Defendant failed to include the Incentive Pay when calculating her regular rate of pay for purposes of overtime, thereby causing Ms. Belloso to be underpaid for all his required overtime wages. As a result of Defendant's policies and/or practices that fail to compensate for all hours worked at the correct overtime rate, Ms. Belloso and other aggrieved employees were deprived all required overtime wages earned.

Meal Period Violations

As alleged above, Defendant failed to provide the aggrieved employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 5, § 11. As described above, Defendant failed to provide Ms. Belloso and other aggrieved employees with all legally compliant meal periods due to Defendant's meal period policies/practices, which have frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes), and missed meal periods. In addition, Defendant failed to provide Ms. Belloso or other aggrieved employees with second meal periods on shifts over 10.0 hours. Therefore, the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with ... [an] order of the Industrial Welfare Commission ... the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although Ms. Belloso and other aggrieved employees were not provided with all legally-compliant meal periods to which they were entitled, Defendant failed to compensate them with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Rest Period Violations

Defendant also failed to authorize and permit their aggrieved employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 5, § 12. Specifically, Ms. Belloso and other aggrieved employees were not authorized and permitted to take all required rest periods due to Defendant's rest period policies/practices, which upon information and belief, fail to authorize and permit all rest periods for every four hours worked, or major fraction thereof. Additionally, Defendant has often failed to authorize and permit a third rest period when Ms. Belloso worked a shift in excess of 10.0 hours. As a result, Ms. Belloso and the aggrieved employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

Wage Statement Violations

Defendant knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Ms. Belloso and other aggrieved employees with accurate and complete, itemized wage statements that included, among other requirements, all overtime wages earned, meal and rest period premiums, total gross wages earned, and total net wages earned, in violation of Labor Code § 226 *et seq.* Defendant's failure to furnish Ms. Belloso and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all minimum and/or overtime wages earned and meal and rest period premiums, and deprived them of the information necessary to identify discrepancies in Defendant's reported data.

Waiting Time Penalties

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendant failed to timely pay Ms. Belloso and other aggrieved employees all of their final wages at the time of separation, which included, among other things, underpaid overtime wages, and meal and rest period premium wages.

Failure to Pay Sick Pay at the Legal Pay Rate

Defendant's pattern, practice and uniform administration of corporate policy regarding illegal employee compensation as described herein is unlawful and creates an entitlement, pursuant to Labor Code §§ 246, 248.5 and/or Labor Code §§ 2699, *et seq.*, to recovery by Ms. Belloso and other aggrieved employees, in a civil action, to the extent allowed by law.

Labor Code §246(a) states: "(a) 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." Labor Code § 246(b)(1) states: "An employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later, subject to the use and accrual limitations set forth in this section." Labor Code §246(l) states: "For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations: (1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek. (2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment. (3) Paid sick time for exempt employees shall be calculated in the same manner as the employer calculates wages for other forms of paid leave time."

Defendant, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/ or operated by Defendant, during the relevant time period: (a) administered a uniform company policy and practice as to the pay policies regarding Ms. Belloso and other aggrieved employees; and (b) failed to pay Ms. Belloso and other aggrieved employees for paid sick days in a manner that fully complies with Labor Code § 246(l), failed to pay sick days at the regular rate of pay, and/or unlawfully paid sick days at the straight time or base rate of pay.

Failure to Reimburse Business Expenses

During Ms. Belloso's employment with Defendant, Ms. De Jesus Hernandez and other aggrieved employees were required to use their personal cellular phone to discharge their duties. Defendant's policy of not providing reimbursement for necessary work-related expenses is in violation of Wage Order 5 § 9, and Labor Code § 2802 ("An employer shall indemnify his or her employees 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.") Ms. Belloso the aggrieved employees are therefore entitled to reimbursement of such unpaid work expenses with interest.

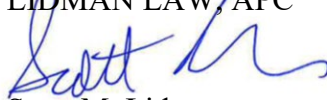
As an "aggrieved employee," Ms. Belloso will initiate a civil action on behalf of himself and other aggrieved employees to recover damages, statutory penalties, and civil penalties resulting from

the wage and hour violations alleged herein. Based on Ms. Belloso's own investigation, and on information and belief, Defendant committed the following Labor Code violations:

- a) Defendant violated Labor Code §§ 1194, 1194.2, and 1197 by failing to pay Ms. Belloso and other aggrieved employees the statutory minimum wage for all hours worked;
- b) Defendant violated Labor Code §§ 204, 510, 558, 1194, and 1198 by failing to pay Ms. Belloso and other aggrieved employees all overtime compensation earned;
- c) Defendant violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Ms. Belloso and the aggrieved employees;
- d) Defendant violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Ms. Belloso and the aggrieved employees;
- e) Defendant violated Labor Code § 226 by failing to furnish Ms. Belloso and other aggrieved employees with accurate and compliant itemized wage statements;
- f) Defendant violated Labor Code §§ 204 and 210 by failing to pay Ms. Belloso and other aggrieved employees all earned wages at least twice during each calendar month;
- g) Defendant violated Labor Code § 246 by failing to pay Ms. Belloso and other aggrieved employees sick pay at the legal pay rate;
- h) Defendant violated Labor Code § 2802 by failing to reimburse Ms. Belloso and other aggrieved employees for all necessary expenditures incurred;
- i) Defendant violated Labor Code §§ 201, 202 and 203 by failing to timely pay all final wages due to Ms. Belloso and other aggrieved employees; and
- j) Defendant violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Belloso and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendant if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,
LIDMAN LAW, APC



Scott M. Lidman