



May 20, 2026

BY ONLINE SUBMISSION

California Labor & Workforce Development Agency
PAGAfilings@dir.ca.gov

Re: THE J. PAUL GETTY TRUST

Dear Representative:

We have been retained to represent Darion Vincent against The J. Paul Getty Trust (including any and all affiliates, subsidiaries, parents, directors, officers, agents, and executive employees) (collectively referred to as “The J. Paul Getty Trust”) for violations of California wage-and-hour laws. Mr. Vincent seeks penalties for violations of the California Labor Code, which are recoverable under California Labor Code section 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”) and all other remedies available under PAGA.

Additionally, our firm also represents Jessica Rosales, a named plaintiff in the Superior Court of California for the County of Los Angeles, *Jessica Rosales v. The J. Paul Getty Trust*, Case No. 21STCV39530 (“Lawsuit”), which alleges multiple provisions of the California Labor Code. Attached hereto as “**Attachment A**” is the Fourth Amended Class Action Complaint for Damages (“Complaint”) filed in the Lawsuit, which is incorporated by reference. Mr. Vincent joined the Lawsuit as a named plaintiff.

For all of the reasons asserted in the Lawsuit and also those espoused herein, Mr. Vincent seeks remedies under PAGA on behalf of the State of California and “aggrieved employees,” as defined herein and by California Labor Code section 2699(c). This letter is sent in compliance with the reporting requirements of California Labor Code sections 2699.3 and 2699.5.

During the relevant time period, The J. Paul Getty Trust employed Mr. Vincent as an hourly-paid, non-exempt employee in the State of California from approximately January 2022 to August 2023.

The “aggrieved employees” that Mr. Vincent may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories in the Complaint, asserted in the Lawsuit, and also those espoused herein, The J. Paul Getty Trust has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 226, 226(a), 226.7, 226.7(c), 510, 512, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and IWC Wage Orders including *inter alia*, Wage Orders 4-2001 and 10-2001.

Mr. Vincent asserts that The J. Paul Getty Trust required aggrieved employees to perform work off-the-clock before their scheduled shifts, after their scheduled shifts, and during meal breaks, as well as to perform work during rest breaks, and as a result failed to compensate aggrieved employees for all time worked. Such work included, but was not limited to, waiting in line to clock into work, responding to work-related inquiries, assisting customers, and performing other regular tasks/duties. The J. Paul Getty Trust rounded the work time recorded by Mr. Vincent and other aggrieved employees in a manner that was not fair and neutral on its face and/or that favored The J. Paul Getty Trust over time, resulting in aggrieved employees being underpaid for their time worked.

California Labor Code sections 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week, and/or more than six (6) consecutive days in one week, without paying the premium overtime rates at one-and-one-half times, or double the regular rate of pay, e.g. for all hours worked in excess of twelve hours in a day, including additional remuneration. During the relevant time period, Mr. Vincent and other aggrieved employees worked in excess of 8 hours in a day, 40 hours in a week, and/or 6 days in a workweek. Therefore, Mr. Vincent and other aggrieved employees were entitled to receive certain wages for overtime compensation, but they were not paid for all overtime hours worked. The J. Paul Getty Trust's failure to pay Mr. Vincent and the other aggrieved employees all overtime wages earned also includes, and is not limited to, The J. Paul Getty Trust's failure to properly calculate the regular rate of pay and failure to include all earned commissions, non-discretionary bonuses, non-discretionary monetary and non-monetary incentives, non-discretionary production and/or performance pay, and/or shift differentials in its calculation of the regular rate of pay used to calculate the overtime rate for the payment of overtime wages. For example, The J. Paul Getty Trust failed to compensate aggrieved employees at one-and-one half times the appropriate regular rate of pay, instead paying them only their base hourly rate, or at times less than that rate, for hours worked in excess of 8 hours in a day, 40 hours in a week, and/or 6 days in a workweek. The J. Paul Getty Trust knew or should have known that Mr. Vincent and the other aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked. During the relevant time period, The J. Paul Getty Trust intentionally and willfully failed to pay legally required overtime wages owed to Mr. Vincent and the other aggrieved employees.

California Labor Code sections 226.7, 226.7(c), and 512 require employers to pay an employee one additional hour of pay at the employee's regular rate for each meal or rest period that is not provided. During the relevant time period, The J. Paul Getty Trust had corporate policy and practices that required Mr. Vincent and other aggrieved employees to work during meal and rest periods and failed to compensate them for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods. The J. Paul Getty Trust required aggrieved employees to remain working through rest breaks, failed to relieve aggrieved employees of all duties and relinquish control over how they spent their meal and rest breaks, and failed to provide compliant meal periods. The J. Paul Getty Trust also required aggrieved employees to remain on the work premises during rest breaks. Furthermore, despite non-compliance with California meal and rest break policies, The J. Paul Getty Trust failed to properly calculate the regular rate of pay, by failing to include all forms of non-discretionary pay, e.g., commission, bonus, incentive, production, performance, and/or shift differential pay in its calculation, if and

when it paid meal and rest period premiums, and failed to pay all meal and rest premiums due for missed, short, late and/or interrupted meal and/or rest periods. During the relevant time period, The J. Paul Getty Trust failed to provide Mr. Vincent and the other aggrieved employees all legally required rest and meal periods, as required under California law, including under the Industrial Welfare Commission Wage Orders. The J. Paul Getty Trust knew or should have known that Mr. Vincent and the other aggrieved employees were entitled to receive all meal periods and rest periods, or payment of one additional hour of pay at their regular rate of pay, when a meal period or rest period was missed, and that they did not receive all meal periods, rest periods, or corresponding one hour or additional pay at their regular rate of pay when a meal period or rest period was missed. During the relevant time period, The J. Paul Getty Trust intentionally and willfully required Mr. Vincent and the other aggrieved employees to work during meal and rest periods and failed to compensate Mr. Vincent and the other aggrieved employees their full meal period and rest period premiums. During the relevant time period, The J. Paul Getty Trust intentionally and willfully failed to provide all meal periods (including second meal periods) and rest periods to Mr. Vincent and the other aggrieved employees, and failed to compensate Mr. Vincent and the other aggrieved employees their full meal period and rest period premiums.

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' 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. During the relevant time period, The J. Paul Getty Trust failed to pay Mr. Vincent and other aggrieved employees all wages due to them within any time period specified by California Labor Code sections 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above. California Labor Code section 203 provides that if an employer willfully fails to pay the wages of an employee who is discharged or quits, the wages of the employee will continue as a penalty from the day due at the same rate until paid or until an action is commenced. During the relevant time period, The J. Paul Getty Trust willfully failed to pay the wages due to aggrieved employees who were discharged or quit, within the required time upon their discharge or resignation, and also failed to pay penalties which accrued due to its willful failure to timely pay wages. For example, aggrieved employees were not paid at the time of their discharge wages earned and unpaid throughout their employment, including but not limited to, minimum, regular, and overtime wages for time worked off-the-clock to perform work duties and for meal and rest period premium payments, and as a result of The J. Paul Getty Trust's failure to properly calculate the regular rate of pay. The J. Paul Getty Trust's conduct was willful or reckless. The J. Paul Getty Trust knew or should have known that Mr. Vincent and the other aggrieved employees were entitled to receive all wages owed to them upon discharge or resignation, including overtime and minimum wages and meal and rest period premiums, and they did not, in fact, receive all such wages owed to them at the time of their discharge or resignation. During the relevant period, The J. Paul Getty Trust intentionally and willfully failed to timely pay Mr. Vincent and the other aggrieved employees all wages owed to them upon discharge or resignation.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the

month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, The J. Paul Getty Trust failed to pay Mr. Vincent and other aggrieved employees all wages due to them within any time period specified by California Labor Code section 204, including, but not limited to, earned and unpaid minimum, regular, overtime, and premium wages as discussed above. For example, Mr. Vincent and other aggrieved employees were not timely paid wages during their employment, including but not limited to, wages for time worked off-the-clock to perform work duties and for meal and rest period premium payments. The J. Paul Getty Trust knew or should have known that Mr. Vincent and the other aggrieved employees were entitled to receive all wages owed to them during their employment, but Mr. Vincent and the other aggrieved employees did not receive payment of all wages, including overtime and minimum wages and meal and rest period premiums, within any time permissible under California Labor Code section 204. During the relevant time period, The J. Paul Getty Trust intentionally and willfully failed to pay Mr. Vincent and the other aggrieved employees all wages within any time permissible under California law, including, *inter alia*, California Labor Code section 204.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, The J. Paul Getty Trust did not provide Mr. Vincent and other aggrieved employees with complete and accurate itemized wage statements, and did not comply with wage reporting as required by the California Labor Code, including *inter alia*, section 226. The wage statements they received from The J. Paul Getty Trust were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include the total hours worked by Mr. Vincent and other aggrieved employees, including time spent working off-the-clock and during meal and rest periods as discussed above. The wage statements provided by The J. Paul Getty Trust also included inaccurate rates of pay for Mr. Vincent and other aggrieved employees. The J. Paul Getty Trust knew or should have known that Mr. Vincent and the other aggrieved employees were entitled to receive complete and accurate wage statements in accordance with California law, but, in fact, they did not receive complete and accurate wage statements, including via failure to failure to include the total number of hours worked by Mr. Vincent and the other aggrieved employees. During the relevant time period, The J. Paul Getty Trust intentionally and willfully failed to provide complete and accurate wage statements to Mr. Vincent and the other aggrieved employees.

California Labor Code sections 551 and 552 require that every person employed in any occupation of labor is entitled to one day's rest in a seven-day workweek, that no employer of labor shall cause his employees to work more than six days in a workweek, and that an employer shall pay a civil penalty in the amounts of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation. During the relevant time period, Mr. Vincent and the aggrieved employees were required to regularly and/or consistently work in excess of six (6) days in a workweek. During the relevant time period, Mr. Vincent and the aggrieved employees were required to work in excess of thirty (30) hours in a week and/or six (6) hours in any one (1) day thereof, during workweeks in which they were required to work in excess of six (6) days. During

the relevant time period, Mr. Vincent and the aggrieved employees were required to work in excess of six (6) days in a workweek without accumulating or being provided the opportunity to take at least one (1) day of rest, and when Mr. Vincent and the aggrieved employees accumulated days of rest, they were not actually provided the opportunity to take the equivalent of one (1) day's rest in seven (7) during each calendar month.

California Labor Code sections 1174(d) requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, The J. Paul Getty Trust failed to keep accurate and complete payroll records as required by the California Labor Code showing the actual hours worked daily and the wages earned by Mr. Vincent and other aggrieved employees. For example, The J. Paul Getty Trust failed to account for and compensate for all time worked "off-the-clock" and compensate for earned and unpaid minimum, overtime, and premium wages as discussed above. The J. Paul Getty Trust knew or should have known that it had to keep complete and accurate payroll records for Mr. Vincent and the other aggrieved employees in accordance with California law, but, in fact, did not keep complete and accurate payroll records. During the relevant time period, The J. Paul Getty Trust intentionally and willfully failed to keep complete and accurate payroll records, including showing the hours worked daily and the wages paid, for Mr. Vincent and the other aggrieved employees.

California Labor Code sections 1194, 1197 and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. During the relevant time period, The J. Paul Getty Trust did not provide Mr. Vincent and other aggrieved employees with the legally required minimum wages to which they were entitled for all work performed, including for work performed "off-the-clock." The J. Paul Getty Trust had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked and did not pay them for all hours worked. During the relevant time period, The J. Paul Getty Trust failed to pay Mr. Vincent and other aggrieved employees for all regular wages earned. The J. Paul Getty Trust intentionally and willfully failed to pay Mr. Vincent and the other aggrieved employees at least minimum wages for all hours worked. The J. Paul Getty Trust knew or should have known that Mr. Vincent and the other aggrieved employees were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for all hours worked.

California Labor Code section 1198 provides that "The employment of any employee ... under conditions of labor prohibited by the [Industrial Wage Orders] is unlawful." The applicable Industrial Wage Orders, including *inter alia*, Wage Orders 4-2001 and 10-2001, require that for 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. Further, 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. During the relevant time period, The J. Paul Getty Trust failed to pay Mr.

Vincent and other aggrieved employees half the usual or scheduled day's work in an amount no less than two (2) hours nor more than four (4) hours at the employee's regular rate of pay for workdays in which Mr. Vincent and the other aggrieved employees reported to work and were furnished less than half the usual or scheduled day's work. During the relevant time period, J. Paul Getty Trust failed to pay Mr. Vincent and other aggrieved employees for two (2) hours at the employee's regular rate of pay on days in which Mr. Vincent and the other aggrieved employees were required to report for work a second time in one workday and were furnished less than two (2) hours of work upon the second reporting.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Mr. Vincent and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by The J. Paul Getty Trust. These costs include, but are not limited to, the use of personal phones for business-related purposes, the use of personal vehicles for business-related purposes, the purchase and maintenance of clothing in compliance with the uniform/dress code policies, and the use of home internet for business-related purposes. The J. Paul Getty Trust knew or should have known that Mr. Vincent and the other aggrieved employees were entitled to reimbursement for necessary business-related expenses. During the relevant time period, The J. Paul Getty Trust intentionally and willfully failed to reimburse Mr. Vincent and the other aggrieved employees for all necessary business-related expenses and costs.

Therefore, on behalf of the State of California and with respect to all aggrieved employees, Mr. Vincent seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the Labor and Workforce Development Agency for violation of the California Labor Code, pursuant to PAGA, including civil penalties pursuant to Labor Code sections 2699(a), (f), (g) and 558, as well as attorneys' fees and costs. He also seeks all remedies, injunctive relief, and to recover unpaid compensation, as well as interest and liquidated damages.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

With kind regards.



Maria Halwadjian, Esq.

Cc: (By U.S. Certified Mail / Return Receipt Requested)

The J Paul Getty Trust
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Attachment A

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Attorneys for Plaintiffs

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

JESSICA ROSALES, individually, and on behalf of other members of the general public similarly situated, and aggrieved employees pursuant to California's Private Attorney General Act; DARION VINCENT, individually and on behalf of other members of the general public similarly situated;

Plaintiffs,

vs.

THE J. PAUL GETTY TRUST, an unknown business entity; and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV39530

FOURTH AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.
- (11) Violation of California Labor Code §§ 2698, et seq. (California's Private Attorney General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiffs JESSICA ROSALES (“Plaintiff ROSALES”), individually, and on behalf of other members of the general public similarly situated and aggrieved employees, and Plaintiff DARION VINCENT (“Plaintiff VINCENT”), individually, and on behalf of other members of the general public similarly situated (collectively as “Plaintiffs”), and allege as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for each named Plaintiff, including but not limited to claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendant because, upon information and belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendant maintains offices, has agents, employs individuals, and/or transacts business in the State of California, County of Los Angeles. The majority of acts and omissions alleged herein relating to Plaintiffs and the other class members took place in the State of California, including the County of Los Angeles.

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PARTIES

5. Plaintiff JESSICA ROSALES is an individual residing in the State of California.

6. Plaintiff DARION VINCENT is an individual residing in the State of California,
County of Los Angeles.

7. Defendant THE J. PAUL GETTY TRUST, at all times herein mentioned, was
and is, upon information and belief, an employer whose employees are engaged throughout the
State of California, including the County of Los Angeles.

8. At all relevant times, Defendant THE J. PAUL GETTY TRUST was the
“employer” of Plaintiffs within the meaning of all applicable California laws and statutes.

9. At all times herein relevant, Defendants THE J. PAUL GETTY TRUST, and
DOES 1 through 100, and each of them, were the agents, partners, joint venturers, joint
employers, representatives, servants, employees, successors-in-interest, co-conspirators and/or
assigns, each of the other, and at all times relevant hereto were acting within the course and
scope of their authority as such agents, partners, joint venturers, joint employers,
representatives, servants, employees, successors, co-conspirators and/or assigns, and all acts or
omissions alleged herein were duly committed with the ratification, knowledge, permission,
encouragement, authorization and/or consent of each defendant designated as a DOE herein.

10. The true names and capacities, whether corporate, associate, individual or
otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiffs who sue
said defendants by such fictitious names. Plaintiffs are informed and believe, and based on
that information and belief allege, that each of the defendants designated as a DOE is legally
responsible for the events and happenings referred to in this Complaint, and unlawfully caused
the injuries and damages to Plaintiffs and the other class members as alleged in this Complaint.
Plaintiffs will seek leave of court to amend this Complaint to show the true names and
capacities when the same have been ascertained.

11. Defendant THE J. PAUL GETTY TRUST and DOES 1 through 100 will
hereinafter collectively be referred to as “Defendants.”

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12. Plaintiffs further allege that Defendants directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs and the other class members so as to make each of said Defendants employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

13. Plaintiffs bring this action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seek class certification under California Code of Civil Procedure section 382.

14. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from October 26, 2017 to final judgment and who reside in California, excluding only the settlement class as identified in the October 22, 2020 “Order Finally Approving Class Action Settlement and Entering Judgment” in Case No. 19STCV40123, entitled *Shaquille Oliver, et al., v. The J. Paul Getty Trust, et al.* Thus, Plaintiffs’ proposed class in this case shall exclude “all non-exempt, hourly security officers and hourly visitor service employees employed by Defendant in California from November 7, 2015 to June 2, 2020.”

Subclass A. All class members who were required by Defendants to stay on Defendants’ premises for rest breaks.

Subclass B. All class members who received overtime compensation at a rate lower than their respective regular rate of pay because Defendants failed to include all non-discretionary bonuses or other incentive-based compensation in the calculation of the regular rate of pay for overtime pay purposes.

Subclass C. All class members who earned non-discretionary bonuses or other incentive-based compensation, which was not used to calculate the amount of the meal break or rest break penalty/premium payment.

15. Plaintiffs reserve the right to establish subclasses as appropriate.

1 16. The class is ascertainable and there is a well-defined community of interest in
2 the litigation:

- 3 a. Numerosity: The class members are so numerous that joinder of all class
4 members is impracticable. The membership of the entire class is
5 unknown to Plaintiffs at this time; however, the class is estimated to be
6 greater than fifty (50) individuals and the identity of such membership is
7 readily ascertainable by inspection of Defendants' employment records.
- 8 b. Typicality: Plaintiffs' claims are typical of all other class members' as
9 demonstrated herein. Plaintiffs will fairly and adequately protect the
10 interests of the other class members with whom she has a well-defined
11 community of interest.
- 12 c. Adequacy: Plaintiffs will fairly and adequately protect the interests of
13 each class member, with whom they have a well-defined community of
14 interest and typicality of claims, as demonstrated herein. Plaintiffs have
15 no interest that is antagonistic to the other class members. Plaintiffs'
16 attorneys, the proposed class counsel, are versed in the rules governing
17 class action discovery, certification, and settlement. Plaintiffs have
18 incurred, and during the pendency of this action will continue to incur,
19 costs and attorneys' fees, that have been, are, and will be necessarily
20 expended for the prosecution of this action for the substantial benefit of
21 each class member.
- 22 d. Superiority: A class action is superior to other available methods for the
23 fair and efficient adjudication of this litigation because individual joinder
24 of all class members is impractical.
- 25 e. Public Policy Considerations: Certification of this lawsuit as a class
26 action will advance public policy objectives. Employers of this great
27 state violate employment and labor laws every day. Current employees
28 are often afraid to assert their rights out of fear of direct or indirect

1 retaliation. However, class actions provide the class members who are
2 not named in the complaint anonymity that allows for the vindication of
3 their rights.

4 17. There are common questions of law and fact as to the class members that
5 predominate over questions affecting only individual members. The following common
6 questions of law or fact, among others, exist as to the members of the class:

- 7 a. Whether Defendants' failure to pay wages, without abatement or
8 reduction, in accordance with the California Labor Code, was willful;
- 9 b. Whether Defendants' had a corporate policy and practice of failing to
10 pay their hourly-paid or non-exempt employees within the State of
11 California for all hours worked and missed (short, late, interrupted,
12 and/or missed altogether) meal periods and rest breaks in violation of
13 California law;
- 14 c. Whether Defendants required Plaintiffs and the other class members to
15 work over eight (8) hours per day and/or over forty (40) hours per week
16 and failed to pay the legally required overtime compensation to Plaintiffs
17 and the other class members;
- 18 d. Whether Defendants deprived Plaintiffs and the other class members of
19 meal and/or rest periods or required Plaintiffs and the other class
20 members to work during meal and/or rest periods without compensation;
- 21 e. Whether Defendants failed to pay minimum wages to Plaintiffs and the
22 other class members for all hours worked;
- 23 f. Whether Defendants failed to pay all wages due to Plaintiffs and the
24 other class members within the required time upon their discharge or
25 resignation;
- 26 g. Whether Defendants failed to timely pay all wages due to Plaintiffs and
27 the other class members during their employment;
- 28 h. Whether Defendants complied with wage reporting as required by the

California Labor Code; including, *inter alia*, section 226;

- i. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- j. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;
- k. Whether Defendants' conduct was willful or reckless;
- l. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;
- m. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- n. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

PAGA ALLEGATIONS

18. At all times herein set forth, PAGA was applicable to Plaintiff ROSALES's employment by Defendants.

19. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

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

21. Plaintiff ROSALES was employed by Defendants and the alleged violations were committed against her during her time of employment and she is, therefore, an aggrieved employee. Plaintiff ROSALES and the other employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of

Defendants, and one or more of the alleged violations were committed against them.

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

- a. The aggrieved employee shall give written notice by online submission (hereinafter “Employee’s Notice”) to the Labor & Workforce Development Agency (hereinafter “LWDA”) and by U.S. Certified Mail to the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee’s Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee’s Notice, the aggrieved employee may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

23. On September 10, 2021, Plaintiff ROSALES provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant J PAUL GETTY TRUST of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff ROSALES has not received an LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff ROSALES’s notice.

24. Therefore, Plaintiff ROSALES has satisfied the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802.

GENERAL ALLEGATIONS

25. At all relevant times set forth herein, Defendants employed Plaintiffs and other persons as hourly-paid or non-exempt employees within the State of California, including the County of Los Angeles.

26. Defendants, jointly and severally, employed Plaintiff ROSALES as an hourly-paid, non-exempt employee, from approximately July 2017 to the present, in the State of California, County of Los Angeles.

27. Defendants, jointly and severally, employed Plaintiff VINCENT as an hourly-paid, non-exempt employee, from approximately January 2022 to the present, in the State of California, County of Los Angeles.

28. Defendants hired Plaintiffs and the other class members and aggrieved employees, classified them as hourly-paid or non-exempt employees, and failed to compensate them for all hours worked and missed meal periods and/or rest breaks.

29. Defendants had the authority to hire and terminate Plaintiffs and the other class members and aggrieved employees, to set work rules and conditions governing Plaintiffs' and the other class members' and aggrieved employees' employment, and to supervise their daily employment activities.

30. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs' and the other class members' and aggrieved employees' employment for them to be joint employers of Plaintiffs and the other class members.

31. Defendants directly hired and paid wages and benefits to Plaintiffs and the other class members and aggrieved employees.

32. Defendants continue to employ hourly-paid or non-exempt employees within the State of California.

33. Plaintiffs and the other class members and aggrieved employees worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

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34. Plaintiffs are informed and believe, and based thereon allege, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt employees within the State of California. This pattern and practice involved, *inter alia*, failing to pay them for all regular and/or overtime wages earned and for missed meal periods and rest breaks in violation of California law.

35. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were entitled to receive certain wages for overtime compensation and that they were not receiving accurate overtime compensation for all overtime hours worked.

36. Plaintiffs are informed and believe, and based thereon allege, that Defendants failed to provide Plaintiffs and the other class members and aggrieved employees all required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties.

37. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class member's and aggrieved employees' regular rate of pay when a meal period was missed, and they did not receive all meal periods or payment of one additional hour of pay at Plaintiffs' and the other class member's and aggrieved employees' regular rate of pay when a meal period was missed.

38. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the other class members and aggrieved employees were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class member's and aggrieved employees' regular rate of pay when a rest period was missed, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiffs' and the other class members' and aggrieved employees' regular rate of pay when a rest period was missed.

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1 39. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that Plaintiffs and the other class members and aggrieved
3 employees were entitled to receive at least minimum wages for compensation and that they
4 were not receiving at least minimum wages for all hours worked.

5 40. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 knew or should have known that Plaintiffs and the other class members and aggrieved
7 employees were entitled to receive all wages owed to them upon discharge or resignation,
8 including overtime and minimum wages and meal and rest period premiums, and they did not,
9 in fact, receive all such wages owed to them at the time of their discharge or resignation.

10 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
11 knew or should have known that Plaintiffs and the other class members and aggrieved
12 employees were entitled to receive all wages owed to them during their employment. Plaintiffs
13 and the other class members and aggrieved employees did not receive payment of all wages,
14 including overtime and minimum wages and meal and rest period premiums, within any time
15 permissible under California Labor Code section 204.

16 42. Plaintiffs are informed and believe, and based thereon allege, that Defendants
17 knew or should have known that Plaintiffs and the other class members and aggrieved
18 employees were entitled to receive complete and accurate wage statements in accordance with
19 California law, but, in fact, they did not receive complete and accurate wage statements from
20 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of
21 hours worked by Plaintiffs and the other class members and aggrieved employees.

22 43. Plaintiffs are informed and believe, and based thereon allege, that Defendants
23 knew or should have known that Defendants had to keep complete and accurate payroll records
24 for Plaintiffs and the other class members and aggrieved employees in accordance with
25 California law, but, in fact, did not keep complete and accurate payroll records.

26 44. Plaintiffs are informed and believe, and based thereon allege, that Defendants
27 knew or should have known that Plaintiffs and the other class members and aggrieved
28 employees were entitled to reimbursement for necessary business-related expenses.

1 45. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 knew or should have known that they had a duty to compensate Plaintiffs and the other class
3 members and aggrieved employees pursuant to California law, and that Defendants had the
4 financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to
5 do so, and falsely represented to Plaintiffs and the other class members and aggrieved
6 employees that they were properly denied wages, all in order to increase Defendants' profits.

7 46. During the relevant time period, Defendants failed to pay overtime wages to
8 Plaintiffs and the other class members for all overtime hours worked. Plaintiffs and the other
9 class members and aggrieved employees were required to work more than eight (8) hours per
10 day and/or forty (40) hours per week without overtime compensation for all overtime hours
11 worked.

12 47. During the relevant time period, Defendants failed to provide all requisite
13 uninterrupted meal and rest periods to Plaintiffs and the other class members and aggrieved
14 employees.

15 48. During the relevant time period, Defendants failed to pay Plaintiffs and the other
16 class members and aggrieved employees at least minimum wages for all hours worked.

17 49. During the relevant time period, Defendants failed to pay Plaintiffs and the other
18 class members and aggrieved employees all wages owed to them upon discharge or
19 resignation.

20 50. During the relevant time period, Defendants failed to pay Plaintiffs and the other
21 class members and aggrieved employees all wages within any time permissible under
22 California law, including, *inter alia*, California Labor Code section 204.

23 51. During the relevant time period, Defendants failed to provide complete or
24 accurate wage statements to Plaintiffs and the other class members and aggrieved employees.

25 52. During the relevant time period, Defendants failed to keep complete or accurate
26 payroll records for Plaintiffs and the other class members and aggrieved employees.

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53. During the relevant time period, Defendants failed to reimburse Plaintiffs and the other class members and aggrieved employees for all necessary business-related expenses and costs.

54. During the relevant time period, Defendants failed to properly compensate Plaintiffs and the other class members and aggrieved employees pursuant to California law in order to increase Defendants' profits.

55. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against THE J. PAUL GETTY TRUST and DOES 1 through 100)

56. Plaintiffs incorporate by reference the allegations contained in Paragraphs 1 through 55, and each and every part thereof with the same force and effect as though fully set forth herein.

57. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

58. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and the other class members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

59. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs and the other class members overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

60. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

61. During the relevant time period, Plaintiffs and the other class members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

62. During the relevant time period, Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiffs and the other class members.

63. Defendants' failure to pay Plaintiffs and the other class members the unpaid balance of overtime compensation, as required by California laws, violates the provisions of California Labor Code sections 510 and 1198, and is therefore unlawful.

64. Pursuant to California Labor Code section 1194, Plaintiffs and the other class members are entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

(Violation of California Labor Code §§ 226.7 and 512(a))

(Against THE J. PAUL GETTY TRUST and DOES 1 through 100)

65. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 64, and each and every part thereof with the same force and effect as though fully set forth herein.

66. At all relevant times, the IWC Order and California Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs' and the other class members' employment by Defendants.

67. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

68. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

69. At all relevant times, the applicable IWC Wage Order and California Labor Code section 512(a) further provide that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

70. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

71. During the relevant time period, Plaintiffs and the other class members who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or rest period.

72. During the relevant time period, Defendants intentionally and willfully required Plaintiffs and the other class members to work during meal periods and failed to compensate Plaintiffs and the other class members the full meal period premium for work performed during meal periods.

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73. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full meal period premium due pursuant to California Labor Code section 226.7.

74. Defendants' conduct violates applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a).

75. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against THE J. PAUL GETTY TRUST and DOES 1 through 100)

76. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 75, and each and every part thereof with the same force and effect as though fully set forth herein.

77. At all times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiffs' and the other class members' employment by Defendants.

78. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

79. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

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80. During the relevant time period, Defendants required Plaintiffs and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

81. During the relevant time period, Defendants willfully required Plaintiffs and the other class members to work during rest periods and failed to pay Plaintiffs and the other class members the full rest period premium for work performed during rest periods.

82. During the relevant time period, Defendants failed to pay Plaintiffs and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

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

84. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiffs and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

FOURTH CAUSE OF ACTION

(Violation of California Labor Code §§ 1194, 1197, and 1197.1)

(Against THE J. PAUL GETTY TRUST and DOES 1 through 100)

85. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 84, and each and every part thereof with the same force and effect as though fully set forth herein.

86. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

87. During the relevant time period, Defendants failed to pay minimum wage to Plaintiffs and the other class members as required, pursuant to California Labor Code sections 1194, 1197, and 1197.1.

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89. Pursuant to California Labor Code section 1197.1, Plaintiffs and the other class members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

90. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other class members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

(Violation of California Labor Code §§ 201 and 202)

(Against THE J. PAUL GETTY TRUST and DOES 1 through 100)

91. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 90, and each and every part thereof with the same force and effect as though fully set forth herein.

92. At all relevant times herein set forth, California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' 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.

93. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

94. Defendants' failure to pay Plaintiffs and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

95. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then 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 is commenced; but the wages shall not continue for more than thirty (30) days.

96. Plaintiffs and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

SIXTH CAUSE OF ACTION

(Violation of California Labor Code § 204)

(Against THE J. PAUL GETTY TRUST and DOES 1 through 100)

97. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 96, and each and every part thereof with the same force and effect as though fully set forth herein.

98. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed.

99. At all times herein set forth, California Labor Code section 204 provides that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month.

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1 100. At all times herein set forth, California Labor Code section 204 provides that all
2 wages earned for labor in excess of the normal work period shall be paid no later than the
3 payday for the next regular payroll period.

4 101. During the relevant time period, Defendants intentionally and willfully failed to
5 pay Plaintiffs and the other class members all wages due to them, within any time period
6 permissible under California Labor Code section 204.

7 102. Plaintiffs and the other class members are entitled to recover all remedies
8 available for violations of California Labor Code section 204.

9 **SEVENTH CAUSE OF ACTION**

10 **(Violation of California Labor Code § 226(a))**

11 **(Against THE J. PAUL GETTY TRUST and DOES 1 through 100)**

12 103. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
13 through 102, and each and every part thereof with the same force and effect as though fully set
14 forth herein.

15 104. At all material times set forth herein, California Labor Code section 226(a)
16 provides that every employer shall furnish each of his or her employees an accurate itemized
17 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,
18 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
19 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of
20 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
21 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
22 his or her social security number, (8) the name and address of the legal entity that is the
23 employer, and (9) all applicable hourly rates in effect during the pay period and the
24 corresponding number of hours worked at each hourly rate by the employee. The deductions
25 made from payments of wages shall be recorded in ink or other indelible form, properly dated,
26 showing the month, day, and year, and a copy of the statement or a record of the deductions
27 shall be kept on file by the employer for at least three years at the place of employment or at a
28 central location within the State of California.

105. Defendants have intentionally and willfully failed to provide Plaintiffs and the other class members with complete and accurate wage statements. The deficiencies include, but are not limited to: the failure to include the total number of hours worked by Plaintiffs and the other class members.

106. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiffs and the other class members have suffered injury and damage to their statutorily-protected rights.

107. More specifically, Plaintiffs and the other class members have been injured by Defendants' intentional and willful violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to California Labor Code section 226(a).

108. Plaintiffs and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

109. Plaintiffs and the other class members are also entitled to injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h).

EIGHTH CAUSE OF ACTION

(Violation of California Labor Code § 1174(d))

(Against THE J. PAUL GETTY TRUST and DOES 1 through 100)

110. Plaintiffs incorporate by reference the allegations contained in paragraphs 1 through 109, and each and every part thereof with the same force and effect as though fully set forth herein.

111. Pursuant to California Labor Code section 1174(d), an employer shall keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance

1 with rules established for this purpose by the commission, but in any case shall be kept on file
2 for not less than two years.

3 112. Defendants have intentionally and willfully failed to keep accurate and complete
4 payroll records showing the hours worked daily and the wages paid, to Plaintiffs and the other
5 class members.

6 113. As a result of Defendants' violation of California Labor Code section 1174(d),
7 Plaintiffs and the other class members have suffered injury and damage to their statutorily-
8 protected rights.

9 114. More specifically, Plaintiffs and the other class members have been injured by
10 Defendants' intentional and willful violation of California Labor Code section 1174(d) because
11 they were denied both their legal right and protected interest, in having available, accurate and
12 complete payroll records pursuant to California Labor Code section 1174(d).

13 **NINTH CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 2800 and 2802)**

15 **(Against THE J. PAUL GETTY TRUST and DOES 1 through 100)**

16 115. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
17 through 114, and each and every part thereof with the same force and effect as though fully set
18 forth herein.

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

23 117. Plaintiffs and the other class members incurred necessary business-related
24 expenses and costs that were not fully reimbursed by Defendants.

25 118. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
26 other class members for all necessary business-related expenses and costs.

27 119. Plaintiffs and the other class members are entitled to recover from Defendants
28 their business-related expenses and costs incurred during the course and scope of their

1 employment, plus interest accrued from the date on which the employee incurred the necessary
2 expenditures at the same rate as judgments in civil actions in the State of California.

3 **TENTH CAUSE OF ACTION**

4 **(Violation of California Business & Professions Code §§ 17200, et seq.)**

5 **(Against THE J. PAUL GETTY TRUST and DOES 1 through 100)**

6 120. Plaintiffs incorporate by reference the allegations contained in paragraphs 1
7 through 119, and each and every part thereof with the same force and effect as though fully set
8 forth herein.

9 121. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
10 unlawful and harmful to Plaintiffs, other class members, to the general public, and Defendants'
11 competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public
12 interest within the meaning of Code of Civil Procedure section 1021.5.

13 122. Defendants' activities as alleged herein are violations of California law, and
14 constitute unlawful business acts and practices in violation of California Business &
15 Professions Code section 17200, et seq.

16 123. A violation of California Business & Professions Code section 17200, et seq.
17 may be predicated on the violation of any state or federal law. In this instant case, Defendants'
18 policies and practices of requiring employees, including Plaintiffs and the other class members,
19 to work overtime without paying them proper compensation violate California Labor Code
20 sections 510 and 1198. Additionally, Defendants' policies and practices of requiring
21 employees, including Plaintiffs and the other class members, to work through their meal and
22 rest periods without paying them proper compensation violate California Labor Code sections
23 226.7 and 512(a). Defendants' policies and practices of failing to pay minimum wages violate
24 California Labor Code sections 1194, 1197, and 1197.1. Moreover, Defendants' policies and
25 practices of failing to timely pay wages to Plaintiffs and the other class members violate
26 California Labor Code sections 201, 202 and 204. Defendants also violated California Labor
27 Code sections 226(a), 1174(d), 2800 and 2802.

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124. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

125. Plaintiffs and the other class members have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

126. Pursuant to California Business & Professions Code sections 17200, et seq., Plaintiffs and the other class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences on May 3, 2017; an award of attorneys' fees pursuant to California Code of Civil procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2698, et seq.,

The Private Attorney General Act of 2004 "PAGA")

(Against THE J. PAUL GETTY TRUST and DOES 1 through 100)

127. Plaintiff ROSALES incorporates by reference the allegations contained in paragraphs 1 through 126, and each and every part thereof with the same force and effect as though fully set forth herein.

128. PAGA expressly establishes that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

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

130. Plaintiff ROSALES and the other hourly-paid or non-exempt employees are "aggrieved employees" as defined by California Labor Code section 2699(c) in that they are all

current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

131. Defendants' failure to pay legally required overtime wages to Plaintiff ROSALES and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

132. Defendants' failure to provide legally required meal periods to Plaintiff ROSALES and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7 and 512(a).

Failure to Provide Rest Periods

133. Defendants' failure to provide legally required rest periods to Plaintiff ROSALES and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7.

Failure to Pay Minimum Wages

134. Defendants' failure to pay legally required minimum wages to Plaintiff ROSALES and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 1194, 1197 and 1197.1.

Failure to Timely Pay Wages Upon Termination

135. Defendants' failure to timely pay wages to Plaintiff ROSALES and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

136. Defendants' failure to timely pay wages to Plaintiff ROSALES and the other

aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

137. Defendants' failure to provide complete and accurate wage statements to Plaintiff ROSALES and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a).

Failure to Keep Complete and Accurate Payroll Records

138. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff ROSALES and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

139. Defendants' failure to reimburse Plaintiff ROSALES and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

140. Pursuant to California Labor Code section 2699, Plaintiff ROSALES, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all penalties pursuant to PAGA against Defendants, and each of them, including but not limited to:

- a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- b. Penalties under California Code of Regulations Title 8 section 11010 et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the

1 initial violation, and one hundred dollars (\$100) for each aggrieved employee per
2 pay period for each subsequent violation;

3 c. Penalties under California Labor Code section 210 in addition to, and entirely
4 independent and apart from, any other penalty provided in the California Labor
5 Code in the amount of a hundred dollars (\$100) for each aggrieved employee per
6 pay period for the initial violation, and two hundred dollars (\$200) for each
7 aggrieved employee per pay period for each subsequent violation; and

8 d. Any and all additional penalties and sums as provided by the California Labor
9 Code and/or other statutes.

10 141. Pursuant to California Labor Code section 2699(i), civil penalties recovered by
11 aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor
12 and Workforce Development Agency for the enforcement of labor laws and education of
13 employers and employees about their rights and responsibilities and twenty-five percent (25%)
14 to the aggrieved employees.

15 142. Further, Plaintiff ROSALES is entitled to seek and recover reasonable
16 attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and
17 any other applicable statute.

18 **DEMAND FOR JURY TRIAL**

19 Plaintiffs, individually, and on behalf of other members of the general public similarly
20 situated, request a trial by jury.

21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiffs, individually, and on behalf of other members of the general
23 public similarly situated and PLAINTIFF ROSALES, individually, and on behalf other
24 aggrieved employees pursuant to the California Private Attorney General Act, pray for relief
25 and judgment against Defendants, jointly and severally, as follows:

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Class Certification

1. That this action be certified as a class action;
2. That Plaintiffs be appointed as the representative of the Class;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail and telephone numbers) of all class members.

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and the other class members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and
9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the other class members;
11. That the Court make an award to Plaintiffs and the other class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;
12. For all actual, consequential, and incidental losses and damages, according to proof;

- 1 13. For premium wages pursuant to California Labor Code section 226.7(c);
2 14. For pre-judgment interest on any unpaid wages from the date such amounts
3 were due;
4 15. For reasonable attorneys' fees and costs of suit incurred herein; and
5 16. For such other and further relief as the Court may deem just and proper.

6 **As to the Third Cause of Action**

7 17. That the Court declare, adjudge and decree that Defendants violated California
8 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all
9 rest periods to Plaintiffs and the other class members;

10 18. That the Court make an award to Plaintiffs and the other class members of one
11 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
12 period was not provided;

13 19. For all actual, consequential, and incidental losses and damages, according to
14 proof;

15 20. For premium wages pursuant to California Labor Code section 226.7(c);

16 21. For pre-judgment interest on any unpaid wages from the date such amounts
17 were due; and

18 22. For such other and further relief as the Court may deem just and proper.

19 **As to the Fourth Cause of Action**

20 23. That the Court declare, adjudge and decree that Defendants violated California
21 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to
22 Plaintiffs and the other class members;

23 24. For general unpaid wages and such general and special damages as may be
24 appropriate;

25 25. For statutory wage penalties pursuant to California Labor Code section 1197.1
26 for Plaintiffs and the other class members in the amount as may be established according to
27 proof at trial;

28 ///

26. For pre-judgment interest on any unpaid compensation from the date such amounts were due;

27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);

28. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiffs and the other class members no longer employed by Defendants;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiffs and the other class members who have left Defendants' employ;

33. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

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

As to the Sixth Cause of Action

35. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to pay all compensation owed at the time required by California Labor Code section 204 to Plaintiffs and the other class members;

36. For all actual, consequential, and incidental losses and damages, according to proof;

37. For pre-judgment interest on any unpaid compensation from the date such amounts were due; and

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

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As to the Seventh Cause of Action

39. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as to Plaintiffs and the other class members, and willfully failed to provide accurate itemized wage statements thereto;

40. For actual, consequential and incidental losses and damages, according to proof;

41. For statutory penalties pursuant to California Labor Code section 226(e);

42. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(h); and

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

As to the Eighth Cause of Action

44. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 1174(d) by willfully failing to keep accurate and complete payroll records for Plaintiffs and the other class members as required by California Labor Code section 1174(d);

45. For actual, consequential and incidental losses and damages, according to proof;

46. For statutory penalties pursuant to California Labor Code section 1174.5; and

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

As to the Ninth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the other class members for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

49. For actual, consequential and incidental losses and damages, according to proof;

50. For the imposition of civil penalties and/or statutory penalties;

51. For reasonable attorneys' fees and costs of suit incurred herein; and

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

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As to the Tenth Cause of Action

53. That the Court decree, adjudge and decree that Defendants violated California Business and Professions Code sections 17200, et seq. by failing to provide Plaintiffs and the other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the other class members, failing to pay at least minimum wages to Plaintiffs and the other class members, failing to pay Plaintiffs' and the other class members' wages timely as required by California Labor Code section 201, 202 and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800 and 2802.

54. For restitution of unpaid wages to Plaintiffs and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

55. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

56. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

57. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.; and

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

As to the Eleventh Cause of Action

59. For civil penalties pursuant to California Labor Code sections 2699(a), (f), (g) and 558, costs/expenses, and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

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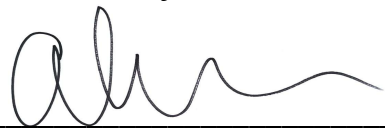
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60. For such other and further relief as the Court may deem equitable and appropriate.

Dated: October 25, 2024

LAWYERS *for* JUSTICE, PC

By: 
Edwin Aiwanian
Jacob Karczewski
Melissa R. Rinehart
Alicia Brush
Attorneys for Plaintiffs

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PAGA NOTICE

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