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CAMILLE GUERIN and CAMILLE TORRES, individually
and on behalf of others similarly situated

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

CAMILLE GUERIN and CAMILLE TORRES,
individually and on behalf of others similarly
situated,

Plaintiffs,

vs.

O & A LINE MANAGEMENT, LLC; CITRIN
HOSPITALITY, INC.; MCGA HOTELS LLC;
MCGA HOTELS LA LLC; and DOES 1 through
25, inclusive,

Defendants.

Case No.: 24STCV00784

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of Cal. Labor Code §§ 1194,
1197 and 1197.1 (Unpaid Minimum
Wages);
- (2) Violation of Cal. Labor Code §§ 510
and 1198 (Unpaid Overtime);
- (3) Violation of Cal. Labor Code §§ 226.7
and 512(a) (Unpaid Meal Period
Premiums);
- (4) Violation of Cal. Labor Code § 226.7
(Unpaid Rest Period Premiums);
- (5) Violation of Cal. Labor Code §§ 204
and 210 (Wages Not Timely Paid
During Employment);
- (6) Conversion;

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- (7) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements);**
- (8) Violation of Cal. Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid);**
- (9) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses); and**
- (10) Violation of Cal. Business & Professions Code § 17200, *et seq.***
- (11) Violation of Cal. Labor Code §§ 2698 *et seq.* (California Labor Code Private Attorneys General Act of 2004)**

DEMAND FOR JURY TRIAL

1 Plaintiffs CAMILLE GUERIN and CAMILLE TORRES (“Plaintiff Guerin” and “Plaintiff
2 Torres” respectively; collectively, “Plaintiffs”), individually and on behalf of all members of the
3 general public similarly situated and aggrieved employees pursuant to the California Private Attorneys
4 General Act (“PAGA”), allege as follows against Defendants O & A LINE MANAGEMENT, LLC;
5 CITRIN HOSPITALITY, INC.; MCGA HOTELS LLC; MCGA HOTELS LA LLC and DOES 1
6 through 25, inclusive (“Defendants”):

7 **JURISDICTION AND VENUE**

8 1. This is a class action brought pursuant to California Code of Civil Procedure section
9 382 and PAGA action brought pursuant to California Labor Code sections 2698, *et seq.*

10 2. The monetary damages, restitution, statutory penalties, and other applicable legal and
11 equitable relief sought by Plaintiffs exceed the minimal jurisdiction limits of the Superior Court and
12 will be established according to proof at trial.

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

17 4. This Court has jurisdiction over all Defendants because, upon information and belief,
18 Defendants are either citizens of California, have sufficient minimum contacts in California, or
19 otherwise intentionally avail themselves of the California market so as to render the exercise of
20 jurisdiction over them by the California courts consistent with traditional notions of fair play and
21 substantial justice. Further, no federal question is at issue because the claims asserted herein are based
22 solely on California law.

23 5. Venue is proper in this Court because, upon information and belief, Defendants
24 maintain offices, have agents, employ individuals, and/or transact business in the State of California,
25 County of Los Angeles. The majority of the acts, events, and violations alleged herein relating to
26 Plaintiffs occurred throughout the state of California, including in the County of Los Angeles.

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THE PARTIES

6. At all times herein mentioned, Plaintiff Torres is and was an individual residing in Los Angeles County in the State of California.

7. At all times herein mentioned, Plaintiff Guerin is and was an individual residing in Los Angeles County in the State of California.

8. At all times herein mentioned, Defendant O & A LINE MANAGEMENT, LLC was and is, an employer organized under the laws of the state of California, who does business in California, with locations throughout the state of California, and whose employees are engaged throughout Los Angeles County and the State of California, including at 3515 Wilshire Blvd, Los Angeles, CA 90010.

9. At all times herein mentioned, Defendant CITRIN HOSPITALITY, INC. was and is, organized under the laws of the state of California, an employer who does business in California, with locations throughout the state of California, and whose employees are engaged throughout Los Angeles County and the State of California, including at 3515 Wilshire Blvd, Los Angeles, CA 90010.

10. At all times herein mentioned, Defendant MCGA HOTELS LA LLC was and is, an employer who does business in California, with locations throughout the state of California, and whose employees are engaged throughout Los Angeles County and the State of California, including at 3515 Wilshire Blvd, Los Angeles, CA 90010.

11. At all times herein mentioned, Defendant MCGA HOTELS LLC was and is, an employer who does business in California, with locations throughout the state of California, and whose employees are engaged throughout Los Angeles County and the State of California, including at 3515 Wilshire Blvd, Los Angeles, CA 90010.

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

13. Plaintiffs are informed and believe, and thereon allege, that each and all of the acts and omissions alleged herein were performed by, or are attributable to O & A LINE MANAGEMENT, LLC and/or DOES 1 through 25, each acting as the agent, employee, alter ego, and/or joint venturer

1 of, or working in concert with, each of the other co-Defendants and within the course and scope of
2 such agency, employment, joint venture, or concerted activity with legal authority to act on the others'
3 behalf. The acts of any and all Defendants represent and were in accordance with Defendants' official
4 policies.

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

9 15. Defendants had the authority to hire and terminate Plaintiffs and the other class
10 members, to set work rules and conditions governing Plaintiffs and the other class members'
11 employment, and to supervise their daily employment activities.

12 16. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs
13 and the other class members' employment for them to be joint employers of Plaintiffs and the other
14 class members.

15 17. Defendants directly hired and paid wages and benefits to Plaintiffs and the other class
16 members.

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

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

23 20. Plaintiffs are informed and believe, and thereon allege, that each of said Defendants is
24 in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
25 occurrences, and transactions alleged herein.

26 **GENERAL ALLEGATIONS**

27 21. Plaintiff Guerin worked for Defendants from approximately December 2022 through
28 approximately June 2023 as a server. Defendants jointly and severally employed Plaintiff Guerin at

1 their location in Los Angeles, California. Plaintiff Guerin performed various duties for Defendants
2 including, among other things, handling food and beverage service and general front-of-house duties
3 such as general customer service.

4 22. Plaintiff Torres worked for Defendants from approximately October 2021 through
5 approximately June 2023 as a server. Defendants jointly and severally employed Plaintiff Torres at
6 their location in Los Angeles, California. Plaintiff Torres performed various duties for Defendants
7 including, among other things, handling food and beverage service and general front-of-house duties
8 such as general customer service.

9 23. Defendants are restaurateurs and hoteliers operating hotels and restaurants and
10 providing various services within, and maintain employees throughout California, including in Los
11 Angeles County.

12 24. Plaintiffs are informed and believe, and thereon allege that Defendants engaged in a
13 pattern and practice of wage abuse against their hourly-paid and/or non-exempt employees. As set
14 forth in more detail below, this pattern and practice of wage abuse involved, *inter alia*, requiring
15 Plaintiffs and the class members to work off-the-clock without compensation, failing to properly pay
16 overtime wages and minimum wages for all hours worked, failing to provide all meal and rest breaks
17 to which they were entitled and failing to pay meal and rest break premiums when due, failing to
18 timely pay wages during employment and upon termination of employment, exercising improper
19 dominion and control over accrued gratuities and failing to pay accrued gratuities, failing to provide
20 accurate wage statements, failing to reimburse necessary business-related expenses and failing to
21 adhere to other related protections afforded by the California Labor Code and the applicable Industrial
22 Welfare Commission Wage Order.

23 25. Defendants knew or should have known that they had a duty to compensate Plaintiffs
24 and the class pursuant to California law. Defendants had the financial ability to pay such
25 compensation, but willfully, knowingly, and intentionally failed to do so to increase Defendant's
26 profits.

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CLASS ACTION ALLEGATIONS

26. Plaintiffs bring this lawsuit as a class action on behalf of Plaintiffs and all others similarly situated, as members of a proposed class pursuant to California Code of Civil Procedure section 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance, and superiority requirements under California Code of Civil Procedure section 382.

27. The proposed class is defined as follows:

All current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the period from four years prior to the date of the filing of the original Complaint until final judgment.

28. Plaintiffs reserve the right to establish additional subclasses as appropriate.

29. There is a well-defined community of interest in the litigation and the Class is easily ascertainable.

30. The Class is so numerous that the individual joinder of all its members is impracticable. While the exact number and identities of class members are unknown to Plaintiffs at this time, the exact numbers of class members and their identities can be ascertained through appropriate discovery from records maintained by Defendants and their agents.

31. Common questions of fact and law exist as to all class members, which predominate over any questions affecting only individual members of the Class. The common legal and factual questions which do not vary from class member to class member, and which may be determined without reference to the individual circumstances of any class member include, but are not limited to, the following:

- i. Whether Defendants had a policy and practice of failing to pay minimum wages to Plaintiffs and the other class members for all hours worked;
- ii. Whether Defendants had a policy and practice of failing to pay overtime wages to Plaintiffs and the other class members for all overtime hours worked;
- iii. Whether Defendants had a policy and practice of failing to provide meal periods to Plaintiffs and the other class members;

- 1 iv. Whether Defendants had a policy and practice of failing to provide rest periods to
2 Plaintiffs and the other class members;
- 3 v. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in
4 the State of California for all hours worked, and for all missed, short, late, and/or
5 interrupted meal periods and rest breaks;
- 6 vi. Whether Defendants engaged in conversion by failing to pay their hourly-paid and/or
7 non-exempt employees and or all other employees otherwise entitled for all accrued
8 gratuities per Cal. Lab. Code sections 350 *et seq.*;
- 9 vii. Whether Defendants failed to pay accrued and vested vacation and sick pay at the
10 correct rate of pay;
- 11 viii. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class
12 members during their employment;
- 13 ix. Whether Defendants' failure to pay wages, without abatement or reduction, in
14 accordance with the California Labor Code, was willful;
- 15 x. Whether Defendants failed to pay all wages due to Plaintiffs and the other class
16 members within the required time upon their discharge or resignation;
- 17 xi. Whether Defendants failed to comply with wage reporting as required by the California
18 Labor Code; including, *inter alia*, section 226;
- 19 xii. Whether Defendants failed to reimburse Plaintiffs and the other class members for
20 necessary business-related expenses and costs;
- 21 xiii. Whether Defendants' conduct was willful or reckless;
- 22 xiv. Whether Defendants engaged in unfair business practices in violation of California
23 Business & Professions Code section 17200, *et seq.*;
- 24 xv. The appropriate amount of damages, restitution, and/or monetary penalties resulting
25 from Defendants' violation of California law; and
- 26 xvi. Whether Plaintiffs and the other class members are entitled to compensatory damages
27 pursuant to the California Labor Code.

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32. Plaintiffs' claims are typical of the claims of the Class, and Plaintiffs' interests are coincident with and not antagonistic to those of the other class members Plaintiffs seek to represent. Plaintiffs will fairly and adequately protect the interests of the members of the Class. Plaintiffs have retained attorneys experienced in the prosecution of class actions and Plaintiffs intend to prosecute this action vigorously.

33. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since individual litigation of the claims of all class members is impracticable. Even if every class member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action, with respect to some or all of the issues presented in this Complaint, presents fewer management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each class member.

34. Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

PAGA ALLEGATIONS

35. PAGA is and was applicable to Defendants' employment of Plaintiffs and aggrieved employees.

36. PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, 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 himself or herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

1 37. Pursuant to PAGA, a civil action may be brought by an “aggrieved employee,” who is
2 any person employed by the alleged violator and against whom one or more of the alleged violations
3 was committed.

4 38. Plaintiffs and the other employees are “aggrieved employees” as defined by California
5 Labor Code section 2699(c) because they are current or former employees of Defendants against
6 whom one or more of the alleged violations were committed.

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

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

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

22 40. On November 7, 2023, Plaintiffs provided notice by electronic submission to the
23 LWDA and by certified mail to Defendants regarding the specific provisions of the Labor Code alleged
24 to have been violated, including the facts and theories to support the alleged violations, pursuant to
25 Labor Code section 2699.3. **A true and correct copy of the Employee’s Notice is attached hereto**
26 **as Exhibit A.**

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41. On March 12, 2026, Plaintiffs provided an amended notice by electronic submission to the LWDA and by certified mail to Defendants regarding the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, pursuant to Labor Code section 2699.3. **A true and correct copy of the Employee's Notice is attached hereto as Exhibit B.**

42. Plaintiffs did not receive an LWDA Response within sixty-five calendar days of providing the Employee's Notice.

43. Therefore, the administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of *inter alia* 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 have been satisfied.

FIRST CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 1194, 1197, AND 1197.1

Failure to Pay Minimum Wage

(Against All Defendants and DOES 1 – 25)

44. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

45. California Labor Code sections 1194, 1197 and 1197.1 provide that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful. Plaintiffs and the other class members were frequently suffered or permitted to work “off-the-clock”, such that they were not paid minimum wage for all hours worked.

46. Such “off-the-clock” work that Plaintiffs and class members were suffered and/or permitted to work, and for which Plaintiffs and class members did not receive minimum wage include *inter alia*:

- a. suffering or permitting Plaintiffs and class members to perform work for the benefit of Defendants prior to clocking-in for their shift(s) including typical job duties and other menial tasks;

- b. suffering or permitting Plaintiffs and class members to perform work for the benefit of Defendants after clocking-out from their shift(s) including typical job duties and other menial tasks;
- c. suffering or permitting Plaintiffs and class members to perform work for the benefit of Defendants while “off-the-clock” during meal periods, including typical job duties and other menial tasks; and
- d. contacting Plaintiffs and class members via email, text and/or phone calls outside of work hours to discuss work matters.

48. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiffs and the other class members for all hours they worked in violation of California Labor Code sections 1194, 1197, and 1197.1.

49. Defendants knew or should have known that Plaintiffs and class members were performing such work “off-the-clock” because, among other things, Defendants’ management witnessed, authorized, was made aware of, and/or required Plaintiffs and class members to perform such work.

50. Defendants' failure to pay Plaintiffs and the other class members the minimum wage as required violates California Labor Code sections 1194, 1197 and 1197.1. Pursuant to those sections, Plaintiffs and the other class members are entitled to recover the unpaid balance of their minimum wage compensation, as well as interest, costs, and attorney's fees.

51. 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.

SECOND CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

Unpaid Overtime

(Against All Defendants and DOES 1 – 25)

52. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

53. 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 and/or weekly basis.

54. Specifically, the applicable IWC Wage Order provides that Defendants were required to pay Plaintiffs and the other class members at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day, in excess of forty (40) hours in a workweek and/or the first eight (8) hours worked on the seventh consecutive day in a workweek.

55. The applicable IWC Wage Order further provides that Defendants were required to pay Plaintiffs and the other class members overtime compensation at a rate of two (2) times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day and/or for all hours worked in excess of eight (8) hours on the seventh consecutive day in a workweek.

56. 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, 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.

57. Plaintiffs and the other class members regularly worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, in excess of forty (40) hours in a week and/or seven (7) consecutive days in a workweek. However, Defendants did not record Plaintiffs and the other class members’ actual hours worked and intentionally and willfully failed to pay all overtime wages owed to Plaintiffs and the other class members. Defendants’ failure to pay correct overtime wages included, *inter alia*: (a) when the combined total of the off-the-clock work discussed *supra* and the on-the-clock work exceed the number of hours that trigger the payment of overtime wages under Labor Code sections 510 and 1198 and/or the applicable Wage Order; (b) when Defendants intentionally, willfully

1 and/or negligently mischaracterized overtime as regular rate/straight time or minimum wage, or
2 similarly mischaracterized double time as time-and-a-half, regular rate/straight time, or minimum
3 wage; (c) when Defendants assigned more work than could reasonably be completed in a workday or
4 workweek to Plaintiffs and class members, but refused to authorize the overtime necessary for them
5 to complete the assigned work; and (d) when Defendants failed to include all required wages and
6 remuneration when calculating setting the overtime rate.

7 58. Defendants' failure to pay Plaintiffs and the other class members as outlined above
8 violates California Labor Code sections 510 and 1198 and the applicable Wage Order and is therefore
9 unlawful.

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

13 **THIRD CAUSE OF ACTION**

14 **VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512**

15 **Meal Break Violations**

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

17 60. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
18 allegations in all preceding paragraphs.

19 61. California Labor Code sections 226.7 and 512(a) and the applicable Wage Order
20 govern Plaintiffs and the other class members' employment by Defendants.

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

23 63. The applicable IWC Wage Order and California Labor Code section 512(a) provide
24 that an employer may not require, cause, or permit an employee to work for a period of more than five
25 (5) hours per day without providing the employee with a meal period of not less than thirty (30)
26 minutes, except that if the total work period per day of the employee is not more than six (6) hours,
27 the meal period may be waived by mutual consent of both the employer and the employee.

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

7 65. Plaintiffs and the other class members who were scheduled to work for shifts no longer
8 than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were
9 required to work for periods longer than five (5) hours without an uninterrupted meal period of not
10 less than thirty (30) minutes.

11 66. Plaintiffs and the other class members who were scheduled to work for shifts in excess
12 of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally mandated
13 meal periods by mutual consent, were required to work for periods longer than ten (10) hours without
14 an uninterrupted meal period of not less than thirty (30) minutes.

15 67. Defendants intentionally and willfully required Plaintiffs and the other class members
16 to work during meal periods and failed to compensate Plaintiffs and the other class members for work
17 performed during meal periods. This includes, *inter alia*, requiring Plaintiffs and class members to
18 work through their lunch breaks, permitting and/or requiring Plaintiffs and class members to take late
19 lunch breaks, permitting and/or requiring Plaintiffs and class members to take short lunch breaks,
20 interrupting and/or allowing others to interrupt Plaintiffs and class members during their lunch breaks,
21 failing to relieve Plaintiffs and class members of all duties during their lunch breaks, and restricting
22 Plaintiffs and class members from leaving the premises during their lunch breaks.

23 68. Further, because of Defendants' rounding policy, meal breaks were at times incorrectly
24 recorded as compliant, when in reality they were untimely and/or cut short.

25 69. During the relevant time period, Defendants failed to pay Plaintiffs and the other class
26 members all meal period premiums due pursuant to California Labor Code section 226.7 and 512 and
27 the applicable Wage Order.

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70. Defendants' conduct therefore violates the applicable IWC Wage Order, and California Labor Code sections 226.7 and 512(a).

71. Pursuant to the 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 their regular rate of compensation for each workday that a compliant meal period was not provided.

FOURTH CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 226.7

Rest Break Violations

(Against All Defendants and DOES 1 – 25)

72. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

73. California Labor Code section 226.7 and the applicable IWC Wage Order govern Plaintiffs and the other class members' employment by Defendants.

74. 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.

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

76. Defendants routinely required Plaintiffs and the other class members to work three and one-half (3 ½) or more hours without authorizing or permitting a compliant ten (10) minute rest period per each four (4) hour period, or major fraction thereof, worked.

77. Moreover, Defendants willfully required, suffered and permitted Plaintiffs and the other class members to work during what should have been their rest periods. Defendants also failed to relieve Plaintiffs and the other class members of all duties for ten (10) minutes as required for compliant rest breaks.

78. As a result, Plaintiffs worked through rest periods, took late rest periods, took interrupted rest periods, and/or took short rest periods, if at all.

79. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiffs and the other class members were entitled to recover from Defendants one (1) additional hour of pay at their regular hourly rate of compensation for each workday that compliant rest period(s) were not provided.

80. Defendants had no policy and/or practice to pay a premium when rest periods were missed, short, late, and/or interrupted, or otherwise failed to comply with California law, and thus Defendants failed to pay Plaintiffs and the other class members the full rest period premium due to them in violation of California Labor Code section 226.7 and the applicable IWC Wage Orders.

81. 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 their regular rate of compensation for each workday complaint rest period(s) were not provided.

FIFTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA LABOR CODE §§ 204 AND 210

Failure to Timely Pay Wages During Employment

(Against All Defendants and DOES 1 – 25)

82. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

83. 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 26th day of the month during which the labor was performed.

84. 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.

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

3 86. As a result of the violations set forth in detail above (failure to pay minimum wages,
4 failure to pay overtime, meal break violations, rest break violations, and failure to provide any other
5 remuneration, wages, pay, or monies as they became due, *e.g.*, accrued gratuities, bonuses,
6 commissions, etc.), Defendants intentionally and willfully failed to timely pay Plaintiffs and other
7 class members all wages due to them, within the period permissible under California Labor Code
8 section 204.

9 87. Plaintiffs and other class members are entitled to recover all available remedies for
10 Defendant's violations of California Labor Code section 204, including statutory penalties pursuant to
11 Labor Code section 210(b).

12 **SIXTH CAUSE OF ACTION**

13 **CONVERSION**

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

15 88. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
16 allegations in all preceding paragraphs.

17 89. At all times herein set forth, California Labor Code sections 350 *et seq.* regulate the
18 circumstances under which employees including Plaintiffs and the class members are entitled to
19 portions of gratuities left by patrons of Defendants. Cal. Lab. Code section 351 states in part: "Every
20 gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid,
21 given, or left for." Various courts and the California Labor Commissioner have considered the issue
22 of distribution of tips in a tipping pool, and while they have found that a tipping pool must be "fair
23 and reasonable" (*see generally, e.g., Leighton v. Old Heidelberg, Ltd.* (1990) 219 Cal. App. 3d 1062,
24 no court has interpreted Cal. Lab Code section 351 to allow for a tipping pool with distribution above
25 15% of the direct recipient's gratuities into a tip pool). *See, e.g., Avidor v. Sutters Place, Inc.* (2013)
26 212 Cal.App.4th 1439, 1454-1454.

27 90. Defendants wrongfully exercised dominion over gratuities through their practices of
28 withholding gratuities and putting an improperly large portion of them in tipping pools. Specifically,

Defendants employed a points system that, as applied, resulted in an improperly large portion of Plaintiffs' and class members' tips being withheld. As a result of the practices described herein, Defendants have converted gratuities that belonged to Plaintiffs and the class members.

91. Plaintiffs and the class members had a right to possess monies earned and paid to them by Defendants following each paycheck imbued on them pursuant to Cal. Lab. Codes sections 350 *et seq.*

92. Defendants substantially interfered with the property of Plaintiffs and class members by knowingly and/or intentionally taking possession of the aforementioned funds made up of their accrued gratuities and putting an improperly large portion of said funds in tipping pools.

93. Plaintiffs and the class members did not consent to the aforementioned conduct by Defendants.

94. Plaintiffs and the class members were harmed by the aforementioned conduct.

95. Defendants' conduct was a substantial factor in causing harm to Plaintiffs and the class members.

96. As a result of Defendants' conversion, Plaintiffs and the class members have suffered injury and damage.

97. Specifically, Plaintiffs and the class members have been injured by Defendants' intentional conversion because Defendants have deducted thousands of dollars in accrued gratuities back from Plaintiffs and class members.

98. Plaintiffs and the class members are entitled to restitution of all monies to be disgorged from Defendants in an amount according to proof at the time of trial.

99. Plaintiffs are also entitled to attorneys' fees under Labor Code section 218.5.

SEVENTH CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 226(a)

Failure to Provide Accurate Wage Statements

(Against All Defendants and DOES 1 – 25)

100. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

1 101. At all material times set forth herein, California Labor Code section 226(a) provides
2 that every employer shall furnish each of its employees an accurate itemized wage statement in writing,
3 including, but not limited to, the name and address of the legal entity that is the employer, total hours
4 worked, and all applicable hourly rates.

5 102. As a result of the violations set forth in detail above (failure to pay overtime, failure to
6 pay minimum wages, failure to pay all accrued and vested vacation and sick pay at the correct rate of
7 pay, meal break violations and rest break violations), Defendants intentionally and willfully failed to
8 provide Plaintiffs and the other class members with complete and accurate wage statements. The
9 deficiencies include, among other things, the failure to state all hours worked, the failure to state the
10 actual gross wages earned, the failure to include meal and rest break premiums, the failure to include
11 correct rates of pay, and the failure to pay all gratuities earned. Accordingly, Defendants violated
12 California Labor Code 226(a) , 227.3, and 246-248.5.

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

15 104. Specifically, Plaintiffs and the other class members have been injured by Defendants'
16 intentional violation of California Labor Code section 226(a) because they were denied both their legal
17 right to receive, and their protected interest in receiving, accurate, itemized wage statements under
18 California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate
19 number of total hours worked on wage statements, Plaintiffs and the other class members have been
20 prevented by Defendants from determining if all hours worked were paid and the extent of the
21 underpayment. Plaintiffs had to file this lawsuit, and will further have to conduct discovery,
22 reconstruct time records, and perform computations in order to analyze whether in fact Plaintiffs and
23 the other class members were paid correctly and the extent of the underpayment, thereby causing
24 Plaintiffs to incur expenses and lost time. Plaintiffs would not have had to engage in these efforts and
25 incur these costs had Defendants provided the accurate number of total hours worked. This has also
26 delayed Plaintiffs' ability to demand and recover the underpayment of wages from Defendants.

27 105. Plaintiffs and the other class members are entitled to recover from Defendants the
28 greater of their actual damages caused by Defendants' failure to comply with California Labor Code

1 section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000).

2 **EIGHTH CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203**

4 **Final Wages Not Timely Paid**

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

6 106. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
7 allegations in all preceding paragraphs.

8 107. Pursuant to California Labor Code sections 201, 202, 203, 227.3, and 246-248.5,
9 Defendants are required to timely pay all earned and unpaid wages to an employee who is
10 discharged. California Labor Code section 201 mandates that if an employer discharges an employee,
11 the employee's wages accrued and unpaid at the time of discharge are due and payable
12 immediately. California Labor Code section 202 mandates that if an employee quits, his or her wages
13 shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee
14 has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is
15 entitled to his or her wages at the time of quitting.

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

21 109. As a result of the violations set forth in detail above (failure to pay minimum wages,
22 failure to pay overtime, failure to pay all accrued and vested vacation and sick pay at the correct rate
23 of pay, meal break violations, rest break violations, and failure to provide any other remuneration,
24 wages, pay, or monies as they became due, *e.g.*, accrued gratuities, bonuses, commissions, etc.), at the
25 time that Plaintiffs and the other class members' employment with Defendants ended,
26 Defendants knowingly and willfully failed to pay Plaintiffs and the other class members all wages
27 owed to them pursuant to California Labor Code sections 201, 202, 227.3, and 246-248.5, including,
28 without limitation, minimum wages or regular rate/straight time wages, failure to pay all accrued and

1 vested vacation and sick pay at the correct rate of pay, meal period premium wages, rest period
2 premium wages, and all remuneration, wages, pay, and monies due to Plaintiffs and class members
3 (including accrued gratuities, bonuses, commissions, etc.), as required per California Labor Code
4 sections 204.

5 110. As a result, Plaintiffs and the other class members are entitled to all available
6 statutory penalties, including the waiting time penalties provided in California Labor Code section
7 203, together with interest thereon, as well as other available remedies.

8 **NINTH CAUSE OF ACTION**

9 **VIOLATION OF LABOR CODE SECTIONS 2800 AND 2802**

10 **Failure to Reimburse Necessary Business Expenses**

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

12 111. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
13 allegations in all preceding paragraphs.

14 112. Pursuant to California Labor Code sections 2800 and 2802, an employer must
15 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
16 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
17 consequence of his or her obedience to the directions of the employer.

18 113. Plaintiffs and the other class members incurred necessary business-related expenses
19 and costs that were not fully reimbursed by Defendants, including, but not limited to the purchase of
20 dress-code compliant clothing and specific shoes required by Defendants, minor tools for Defendants
21 use (*e.g.*, wine keys, lighters, etc), and the usage of personal cell phones and related internet usage for
22 work-related purposes.

23 114. Defendants intentionally and willfully failed to reimburse Plaintiffs and the other class
24 members for all necessary business-related expenses and costs. Plaintiffs and the other class members
25 are entitled to recover from Defendants their business-related expenses and costs incurred during the
26 course and scope of employment, plus interest accrued from the date on which Plaintiffs and the other
27 class members incurred the necessary expenditures at the same rate as judgments in civil actions in
28 the State of California.

1 **TENTH CAUSE OF ACTION**

2 **VIOLATION OF CAL. BUS. & PROF. CODE §§ 17200 *ET. SEQ.***

3 **Unfair and Unlawful Business Practices**

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

5 115. Plaintiffs incorporate herein by specific reference, as though fully set forth, the
6 allegations in all preceding paragraphs.

7 116. Each and every one of Defendants' acts and omissions in violation of the California
8 Labor Code and/or the applicable IWC Wage Order as alleged herein, including but not limited to
9 Defendants' failure and refusal to pay minimum or regular rate/overtime wages, Defendants' failure
10 and refusal to pay overtime compensation, Defendants' failure and refusal to provide required meal
11 periods and/or pay meal period premiums, Defendants' failure and refusal to provide required rest
12 periods and/or pay the required rest break premiums, Defendants' failure to timely pay wages at the
13 correct rate during employment, Defendants' conversion of remuneration or pay such as accrued
14 gratuities, Defendants' failure and refusal to furnish accurate itemized wage statements, Defendants'
15 failure and refusal to reimburse business-related expenses, and Defendants' failure to timely pay
16 wages upon termination constitutes an unfair and unlawful business practice under California Business
17 and Professions Code § 17200 *et seq.*

18 117. Defendants' violations of California wage and hour laws constitute an unfair and
19 unlawful business practice because Defendants' aforementioned acts and omissions were done
20 repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiffs
21 and the other class members.

22 118. Defendants have avoided payment of minimum or regular rate/straight time wages,
23 overtime wages, meal period premiums, rest period premiums, timely wages at the correct rate of pay,
24 and other benefits as required by the California Labor Code, the California Code of Regulations, and
25 the applicable IWC Wage Order. Further, Defendants have failed to record, report, and pay the correct
26 sums of assessment to the state authorities under the California Labor Code and other applicable
27 regulations.

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119. As a result of Defendants' unfair and unlawful business practices, Defendants have reaped unfair and illegal profits during Plaintiffs and the other class members' tenure at the expense of Plaintiffs, the other class members, and members of the public. Defendants should be made to disgorge their ill-gotten gains and to restore them to Plaintiffs and the other class members.

120. Defendants' unfair and unlawful business practices entitle Plaintiffs and the other class members to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants account for, disgorge, and restore to Plaintiffs and the other class members the wages and other compensation unlawfully withheld from them. Plaintiffs and the other class members are entitled to restitution of all monies to be disgorged from Defendants in an amount according to proof at the time of trial.

ELEVENTH CAUSE OF ACTION

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

(Against All Defendants and DOES 1 – 25)

121. Plaintiffs incorporate herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

122. Plaintiffs bring this action on an individual basis and on a representative basis on behalf of other aggrieved employees and the State of California, in Plaintiffs' capacities as private attorney generals pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.*

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

124. 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.

1 125. Plaintiffs and the other hourly-paid, non-exempt employees are “aggrieved employees”
2 as defined by California Labor Code section 2699(c) in that they are all current or former employees
3 of Defendants, and one or more of the alleged violations were committed against them.

4 126. Defendants’ conduct, as alleged herein, violates numerous sections of the California
5 Labor Code, including, but not limited to, the following:

- 6 a. Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to pay
7 minimum wages, as set forth more fully above;
- 8 b. Violation of California Labor Code sections 510 and 1198 for failure to pay overtime
9 wages, as set forth more fully above;
- 10 c. Violation of California Labor Code sections 226.7 and 512(a) for failure to provide
11 legally required meal periods, as set forth more fully above;
- 12 d. Violation of California Labor Code sections 226.7 and 512(a) for failure to pay
13 required meal period premiums, as set forth more fully above;
- 14 e. Violation of California Labor Code section 226.7 for failure to provide legally required
15 rest periods, as set forth more fully above;
- 16 f. Violation of California Labor Code section 226.7 for failure to pay required rest period
17 premiums, as set forth more fully above;
- 18 g. Violation of California Labor Code section 204 for failure to timely pay wages to
19 Plaintiffs and aggrieved employees during employment, as set forth more fully above;
- 20 h. Violation of California Labor Code sections 350 – 356 for improper withholding of
21 accrued gratuities and failure to pay accrued gratuities, as set forth more fully above;
- 22 i. Violation of California Labor Code sections 246-248.5 for failure to pay sick pay at
23 the correct rate of pay, as set forth more fully above;
- 24 j. Violation of California Labor Code sections 227.3 for failure to pay accrued and vested
25 vacation pay at the correct rate of pay, as set forth more fully above;
- 26 k. Violation of California Labor Code sections 201, 202, and 203 for failure to pay all
27 wages at time of discharge from employment, as set forth more fully above;

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Class Certification

1. That this action be certified as a class action as to the first ten causes of action;
2. That Plaintiffs be appointed as the representatives of the Class as to the first ten causes of action;
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 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiffs and the other class members;
6. For general unpaid wages and such general and special damages as may be appropriate;
7. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiffs and the other class members in the amount as may be established according to proof at trial;
8. For pre-judgment interest on any unpaid compensation from the date such amounts were due;
9. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194(a);
10. For liquidated damages pursuant to California Labor Code section 1194.2;
11. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

12. 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;
13. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
14. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;

1 15. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
2 Labor Code section 1194;

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

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

5 17. That the Court declare, adjudge and decree that Defendants violated California Labor
6 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal
7 periods, (including second meal periods) to Plaintiffs and the other class members;

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

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

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

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

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

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

16 **As to the Fourth Cause Action**

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

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

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

24 27. For premium wages pursuant to California Labor Code section 226.7(c);

25 28. For pre-judgment interest on any unpaid wages from the date such amounts were due;

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

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As to the Fifth Cause of Action

30. 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;

31. For statutory penalties pursuant to California Labor Code section 210;

32. For such other and further relief as the Court deems just and proper.

As to the Sixth Cause of Action

33. That the Court declare, adjudge and decree that Defendants took possession of earned wages previously paid to Plaintiffs and the class members by Defendants as wages, namely, accrued gratuities;

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

35. 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.*;

36. For recovery of their attorneys' fees and costs as authorized by the California Labor Code sections 210, 218.5; and

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

As to the Seventh Cause of Action

38. 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;

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

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

41. For injunctive relief to ensure compliance with this section, pursuant to California Labor Code section 226(g);

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

As to the Eight Cause of Action

43. 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;

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

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

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

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 punitive damages and/or exemplary damages according to proof at trial;

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

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

As to the Tenth Cause of Action

54. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code sections as to Plaintiffs and the other class members: 1194, 1197, and 1197.1 (by failing to pay minimum wages); 510 and 1198 (by failing to pay overtime wages); 226.7 and 512(a) (by failing to provide meal and rest periods or compensation in lieu thereof); 204 (by failing to timely pay wages during employment); conversion (by taking an improper amount of gratuities earned by

1 Plaintiffs and class members during employment); 226(a) (by failing to provide accurate wage
2 statements); and 201, 202, and 203 (by failing to pay all wages owed upon termination); and 2800 and
3 2802 (by failing to reimburse business-related expenses);

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

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

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

11 58. For injunctive relief to ensure compliance with this section, pursuant to California
12 Business and Professions Code sections 17200, *et seq.*

13 **As to the Eleventh Cause of Action**

14 59. For the imposition of civil penalties pursuant to California Labor Code sections
15 2699, 210, 558, 226, 226.3, and 1197.1 and all other penalties allowed by the California Labor Code
16 and/or other applicable statutes;

17 60. For injunctive relief;

18 61. For statutory attorneys' fees and costs pursuant to sections 210, 218.5, and 2699(g)(1)
19 of the California Labor Code; and

20 62. For such other and further relief as the Court may deem proper.

21 Dated: March 26, 2026

BLACKSTONE LAW, APC

22 By: James Winn
23 Barbara DuVan-Clarke, Esq.
24 Danielle Ling GruppChang
25 P.J. Van Ert, Esq.
26 Alexandra Rose, Esq.
27 James S. Winn Jr., Esq.

28 Attorneys for Plaintiffs
CAMILLE GUERIN and CAMILLE TORRES
*individually and on behalf of others similarly
situated*

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EXHIBIT A



8383 Wilshire Blvd., Suite 745
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Barbara DuVan-Clarke, Esq.
BDC@blackstonepc.com

November 8, 2023

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Camille Torres v. O & A Line Management, Citrin Hospitality, Inc., MCGA Hotels LLC, MCGA Hotels LA LLC*

Camille Guerin v. O & A Line Management, Citrin Hospitality, Inc., MCGA Hotels LLC, MCGA Hotels LA LLC

Dear Representative:

This office represents Camille Torres and Camille Guerin (“Claimant Torres” and “Claimant Guerin” respectively; collectively, “Claimants”) with respect to their claims under the California Labor Code against O & A Line Management, Citrin Hospitality, Inc., MCGA Hotels LLC and MCGA Hotels LA LLC (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employers”). This letter is being sent simultaneously to Employers by certified mail.

Employers employed Claimants from approximately October 2021 through approximately June 2023 in the case of Claimant Torres, and from approximately December 2022 through approximately June 2023 in the case of Claimant Guerin, both as non-exempt, hourly-paid employees. During their employment with Employers, Claimants were employed as servers at Employers’ location at 3515 Wilshire Blvd, Los Angeles, California 90010.

Claimants intend to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under the Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”). Claimants are seeking penalties on behalf of themselves and in a representative capacity on behalf of the State of California and

all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimants’ notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimants’ employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 350, 351 *et seq.*, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Orders”). The claims made on behalf of Claimants and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimants and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employers regularly required Claimants and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, amongst other things, requiring Claimants and other Aggrieved Employees to perform typical duties before clock in, during meal periods while clocked out, and just after clock out. Additionally, Claimants and Aggrieved Employees sometimes had to review and respond to work related communications between shifts from managers on shifts about issues such as planning for the next day’s work. Employers failed to compensate Claimants and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time

wages and overtime wages) to Claimants and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimants and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimants and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers failed to pay overtime to Claimants and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers have failed to pay Claimants and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation. Accordingly, Employers violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employers failed to provide Claimants and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimants and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but were not provided with uninterrupted 30-minute meal periods. Further, Claimants and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimants and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimants and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimants and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimants and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs.

3. FAILURE TO AUTHORIZE AND PERMIT REST PERIODS AND PAY REST PERIOD PREMIUMS

California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

Employers failed to authorize and permit Claimants and other Aggrieved Employees to take legally compliant 10-minute rest periods. Employers required Claimants and other Aggrieved Employees to work through rest periods. Claimants and Aggrieved Employees were not provided with uninterrupted, duty-free rest periods when they worked more than four (4) hours or a major fraction thereof. Further, Claimants and other Aggrieved Employees were not provided with a second uninterrupted, duty-free rest period when they worked more than six (6) hours in a day, or a third uninterrupted, duty-free rest period after working more than ten (10) hours in day. In the rare event that a rest period was taken, it was frequently interrupted or cut short. Moreover, Claimants and other Aggrieved Employees were not completely relieved of duty as required by *Augustus v. ABM Security Services, Inc.*, 2 Cal.5th 257 (2016).

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimants and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimants and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimants and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs.

4. FAILURE TO TIMELY PAY WAGES DURING EMPLOYMENT

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, Employers have failed to timely pay all wages earned because Claimants and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, straight time/regular rate wages, overtime wages, minimum wages, meal and rest period premiums, and any other wages as they became due (e.g., gratuities, bonuses, or commissions). Accordingly, Employers violated California Labor Code section 204(a).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs.

5. FAILURE TO PROVIDE ALL GRATUITIES ACCURED BY CLAIMANT AND THE AGGRIEVED EMPLOYEES

Claimant and the Aggrieved Parties are entitled to a portion of the gratuities left by patrons of Employers. The regulation of provision of said gratuities comes under Cal. Lab. Codes sections 350 *et seq.* Cal. Lab. Code section 351 states in part: "Every gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid, given, or left for." Various courts and the California Labor Commissioner have considered the issue of distribution of tips in a tipping pool, and while they have found that a tipping pool must be "fair and reasonable" (*see generally, e.g., Leighton v. Old Heidelberg, Ltd.* (1990) 219 Cal. App. 3d 1062, no court has interpreted Cal. Lab Code section 351 to allow for a tipping pool with distribution above 15% of the direct recipient's gratuities into a tip pool. (*See, e.g., Avidor v. Sutters Place, Inc.* (2013) 212 Cal.App.4th 1439, 1454-1454).

Employers wrongfully exercised dominion over gratuities through their practices of withholding gratuities and putting an improperly large portion of them in tipping pools. As a result of the practices described herein, Employers have converted gratuities that belonged to Claimant and the Aggrieved Employees.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to the California Labor Code; recovery of the gratuities converted by Employers, as well as any interest thereon and any and all profits, whether direct or indirect, which Employers acquired by unlawful conversion and attorneys' fees and costs.

6. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimants and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimants and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimants and the Aggrieved Employees. Accordingly, Employers violated California Labor Code section 226(a).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs.

7. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 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, Employers have failed to maintain accurate records relating to Claimants and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours

worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs.

8. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees 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. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimants and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the purchase of dress-code compliant clothing and specified shoes required by Employers, minor tools for Employers' use (*e.g.*, wine keys, lighters, etc), and the usage of personal cell phones and related internet usage for work-related purposes.

Accordingly, Employers violated the IWC Orders **Error! Reference source not found.**and California Labor Code sections 2800 and 2802. Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs.

9. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

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, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within

seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimants and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimants and Aggrieved Employees for all straight time/regular rate wage, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimants and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages (e.g., gratuities, bonuses, or commissions). Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs.

10. EMPLOYERS' OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimants have standing, and intend, on behalf of LWDA, to pursue civil penalties against Employers for any and all other Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employers for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimants, as "aggrieved" employees affected by at least one Labor Code violation may, and hereby do, pursue penalties on behalf of LWDA for unrelated Labor Code violations by Employers.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within



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Fax: (855) 786-6356

65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimants' intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

Barbara DuVan-Clarke, Esq.

cc: By U.S. Certified Mail, Return Receipt Requested

O & A Line Management
Attn: Rebecca Barone
Agent for Service of Process
1104 Wilshire Blvd
Santa Monica, CA 90401

Citrin Hospitality, Inc.
Attn: Lawrence Goodfriend
1299 Ocean Ave. Suite 333
Santa Monica, CA 90401

EXHIBIT B



8383 Wilshire Blvd., Suite 745
Beverly Hills, CA 90211
Phone: (310) 622-4278
Fax: (855) 786-6356

James S. Winn Jr., Esq.
jwinn@blackstonepc.com

March 17, 2026

PAGA Claim Notice Via Online Electronic Submission

California Labor & Workforce Development Agency

800 Capitol Mall, Suite 5000 (MIC-55)

Sacramento, CA 95814

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

RE: *Camille Torres v. O & A Line Management, Citrin Hospitality, Inc., MCGA Hotels LLC, MCGA Hotels LA LLC*

Camille Guerin v. O & A Line Management, Citrin Hospitality, Inc., MCGA Hotels LLC, MCGA Hotels LA LLC

Dear Representative:

On November 7, 2023, pursuant to the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”), our office provided notice of the California Labor and Workforce Development Agency (“LWDA”) on behalf of Camille Torres and Camille Guerin (“Claimant Torres” and “Claimant Guerin” respectively; collectively, “Claimants”) that Claimants intend to bring a representative action seeking penalties for violations of the California Labor Code which are recoverable under PAGA with respect to their claims under the California Labor Code against O & A Line Management, Citrin Hospitality, Inc., MCGA Hotels LLC and MCGA Hotels LA LLC (including any and all affiliates, subsidiaries, parents, directors, and officers thereof) (collectively referred to herein as “Employers”).

We write to inform you of this amended notice.

This letter is being sent simultaneously to Employers by certified mail.

Employers employed Claimants from approximately October 2021 through approximately June 2023 in the case of Claimant Torres, and from approximately December 2022 through approximately June 2023 in the case of Claimant Guerin, both as non-exempt, hourly-paid employees. During their employment with Employers, Claimants were employed as servers at Employers’ location at 3515 Wilshire Blvd, Los Angeles, California 90010.

Claimants are seeking penalties on behalf of themselves and in a representative capacity on behalf of the State of California and all current and former hourly-paid and/or non-exempt employees who worked for Employers in the State of California during the relevant statutory period (“Aggrieved Employees”). This letter is being sent in compliance with California Labor Code section 2699.3 and shall serve as Claimants’ amended notice of the provisions of the California Labor Code alleged to have been violated, including the facts and theories in support thereof.

As detailed below, Employers violated several of California’s wage and hour laws during Claimants’ employment, including but not limited to California Labor Code sections 201, 202, 203, 204, 226, 226.7, 227.3, 246-248.5, 350-356, 510, 512, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the Industrial Welfare Commission Wage Orders (“IWC Wage Orders”). The claims made on behalf of Claimants and Aggrieved Employees are based upon the following facts and theories:

1. FAILURE TO PAY FOR ALL TIME WORKED AT CORRECT RATES OF PAY, INCLUDING MINIMUM WAGES, STRAIGHT TIME WAGES, ALL ACCRUED AND VESTED VACATION AND SICK PAY AT THE CORRECT RATE OF PAY, AND OVERTIME COMPENSATION

Employers engaged in numerous unlawful practices which resulted in the failure to pay Claimants and other Aggrieved Employees for all time worked at the correct rates of pay, including minimum wages, straight time wages, and overtime compensation.

California Labor Code sections 1194, 1197, and 1197.1 and IWC Wage Orders require employers to pay at least the legal minimum wage to their employees. California Labor Code sections 510 and 1198 and IWC Wage Orders further require employers to pay no less than one and one-half times the regular rate of pay of the employee for hours worked in excess of eight (8) hours in one workday, for hours worked in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek, and to pay no less than twice the regular rate of pay of the employee for hours worked in excess of twelve (12) hours in one workday and for any work in excess of eight (8) hours on any seventh day of a workweek.

Throughout the relevant time period, Employers regularly required Claimants and other Aggrieved Employees to perform work off-the-clock. This off-the-clock work included, amongst other things, requiring Claimants and other Aggrieved Employees to perform typical duties before clock in, during meal periods while clocked out, and just after clock out. Additionally, Claimants and Aggrieved Employees sometimes had to review and respond to work related communications

between shifts from managers on shifts about issues such as planning for the next day's work. Employers failed to compensate Claimants and other Aggrieved Employees for any of this off-the-clock work, in violation of California law. In addition, Employers utilized time rounding practices that resulted in the systematic underpayment of wages (including minimum wages, straight time wages and overtime wages) to Claimants and Aggrieved Employees.

Employers also failed to accurately record the actual time worked by Claimants and Aggrieved Employees. Moreover, the uncompensated work described herein was often performed when Claimants and other Aggrieved Employees had already worked eight (8) hours in a day and/or forty (40) hours in week resulting in a failure to pay overtime compensation. Finally, Employers failed to pay overtime to Claimants and Aggrieved Employees for all overtime hours worked based on regular rates of pay correctly calculated to include all applicable remuneration, including non-discretionary commissions, non-discretionary bonuses, and non-discretionary performance pay.

As a result of the foregoing practices, Employers have failed to pay Claimants and other Aggrieved Employees for all wages earned at the correct rates of pay, including minimum wages, straight time wages, accrued and vested vacation and sick pay at the correct rate of pay, and overtime compensation. Accordingly, Employers violated IWC Wage Orders and California Labor Code sections 204, 510, 1194, 1197, 1197.1 and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558, 1197.1, and 1199; and attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5, and 2699(g)(1), and any other applicable statute.

2. FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD PREMIUMS

California law requires employers to provide employees with an opportunity to take an uninterrupted meal period of no less than thirty (30) minutes before the end of the fifth hour of work when an employee works more than five (5) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). A second meal period of no less than thirty (30) minutes must be provided before the end of the tenth hour of work when an employee works more than ten (10) hours in a day. Cal. Lab. Code §§ 226.7, 512(a). When an employer fails to provide a meal or rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

During the relevant time period, Employers failed to provide Claimants and other Aggrieved Employees with legally compliant 30-minute meal periods. Claimants and other Aggrieved Employees were required by Employers to work more than five (5) hours per day but

were not provided with uninterrupted 30-minute meal periods. Further, Claimants and other Aggrieved Employees were not provided with a second uninterrupted 30-minute meal period when they worked over ten (10) hours per day. Employers regularly required Claimants and other Aggrieved Employees to work through their first and second meal periods, to take their first meal period after their fifth (5th) hour of work, and/or to take their second meal periods after their tenth (10th) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from taking timely, complete and duty-free meal periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of meal periods or systematically disregarded its own purported meal period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant meal period policies and practices; (3) Employers failed to adequately inform and train Claimants and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free meal periods; (4) Employers failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non-compliant meal periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free meal periods; (6) Employers required Claimants and other Aggrieved Employees to respond to work-related requests at all times, including during meal periods; and (7) Employers' policy and culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free meal periods because of the priority placed on maximizing profits over employees' right to receive timely, uninterrupted, and duty-free meal periods.

Claimants and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the meal periods which were not provided to them in compliance with California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, 512(a) and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; penalties pursuant to California Labor Code sections 558 and 1199; and attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5, and 2699(g)(1), and any other applicable statute.

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California law requires employers to authorize and permit employees to take an uninterrupted rest period of no less than ten (10) minutes rest for every four (4) hours, or major fraction thereof, worked. Cal. Lab. Code § 226.7. When an employer fails to authorize and permit a rest period, an hour of pay at the employee's regular rate of compensation is owed to the employee. Cal. Lab. Code § 226.7(c).

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Employers' policies, practices, and procedures were responsible for the violations alleged above and prevented Claimants and other Aggrieved Employees from taking timely and complete rest periods because, amongst other reasons: (1) Employers did not have legally-compliant policies regarding the provision and timing of rest periods or systematically disregarded its own purported rest period policies; (2) Employers' management at various levels failed and refused to implement and enforce legally compliant rest period policies and practices; (3) Employers failed to adequately inform and train Claimants and other Aggrieved Employees regarding their right to take timely, uninterrupted, and duty-free rest periods; (4) Employers failed to adequately inform and train Claimants and other Aggrieved Employees about their right to premium wages for non-compliant rest periods; (5) Employers failed to ensure that there was adequate staffing to allow Claimants and other Aggrieved Employees to take timely, uninterrupted, and duty-free rest periods; (6) Employers required Claimants and other Aggrieved Employees to respond to work-related requests at all times, including during rest periods; and (7) Employers' policy and culture prevented Claimants and other Aggrieved Employees from taking timely, uninterrupted, and duty-free rest periods because of the priority placed on completing job requirements over employees' right to receive rest periods.

Claimants and other Aggrieved Employees did not receive an extra hour of wages at their regular rate of pay for the rest periods which were not provided to them in compliance with

California law. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 226.7, and 1198.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to paragraph of the applicable IWC Wage Orders; Labor Code sections 558 and 1199 penalties; and attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5, and 2699(g)(1), and any other applicable statute.

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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, Employers have failed to timely pay all wages earned because Claimants and other Aggrieved Employees were not paid all the wages they were owed including, *inter alia*, straight time/regular rate wages, overtime wages, minimum wages, meal and rest period premiums, and any other wages as they became due (e.g., gratuities, bonuses, or commissions). Accordingly, Employers violated California Labor Code section 204(a).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to Labor Code section 2699; penalties pursuant to California Labor Code sections 210 and 1199; and attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5, and 2699(g)(1), and any other applicable statute.

5. FAILURE TO PROVIDE ALL GRATUITIES ACCURED BY CLAIMANT AND THE AGGRIEVED EMPLOYEES

Claimant and the Aggrieved Parties are entitled to a portion of the gratuities left by patrons of Employers. The regulation of provision of said gratuities comes under Cal. Lab. Codes sections 350 *et seq.* Cal. Lab. Code section 351 states in part: "Every gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid, given, or left for." Various courts and the California Labor Commissioner have considered the issue of distribution of tips in a tipping pool, and while they have found that a tipping pool must be "fair and reasonable" (*see generally*,

e.g., Leighton v. Old Heidelberg, Ltd. (1990) 219 Cal. App. 3d 1062, no court has interpreted Cal. Lab Code section 351 to allow for a tipping pool with distribution above 15% of the direct recipient's gratuities into a tip pool. (See, *e.g., Avidor v. Sutters Place, Inc.* (2013) 212 Cal.App.4th 1439, 1454-1454).

Employers wrongfully exercised dominion over gratuities through their practices of withholding gratuities and putting an improperly large portion of them in tipping pools. As a result of the practices described herein, Employers have converted gratuities that belonged to Claimant and the Aggrieved Employees.

Claimant and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to the California Labor Code; recovery of the gratuities converted by Employers, as well as any interest thereon and any and all profits, whether direct or indirect, which Employers acquired by unlawful conversion and attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5, and 2699(g)(1), and any other applicable statute.

6. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

California Labor Code section 226(a) requires an employer semimonthly or at the time of each payment of wages to furnish wage statements to its employees setting forth, *inter alia*, (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, and (8) the name and address of the legal entity that is the employer.

As a result of the practices described herein, the wage statements provided to Claimants and other Aggrieved Employees failed to include the actual hours worked (including time spent working off-the-clock), the actual gross wages earned (including wages owed for time spent working off the clock and meal and rest period premiums), and the correct rates of pay. The wage statements provided to Claimants and other Aggrieved Employees also failed to include the name of the legal entity that employed Claimants and the Aggrieved Employees. Accordingly, Employers violated California Labor Code section 226(a).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties; penalties pursuant to California Labor Code section 226.3; and attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5, and 2699(g)(1), and any other applicable statute.

7. FAILURE TO MAINTAIN ACCURATE RECORDS

California Labor Code section 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, Employers have failed to maintain accurate records relating to Claimants and other Aggrieved Employees' work periods, meal periods, total daily hours worked, and total hours worked per payroll period. Accordingly, Employers violated the applicable IWC Wage Orders and California Labor Code sections 1198.5 and 1174(d).

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; California Labor Code section 1174.5 penalties; and attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5, and 2699(g)(1), and any other applicable statute.

8. FAILURE TO REIMBURSE NECESSARY EXPENDITURES

California Labor Code sections 2800 and 2802 require an employer to reimburse its employees 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. The IWC Wage Orders require employers to provide employees with the tools or equipment necessary for the performance of their job. During the relevant time period, Claimants and Aggrieved Employees incurred necessary business-related expenses and costs that were not fully reimbursed by Employers. These costs include but are not limited to the purchase of dress-code compliant clothing and specified shoes required by Employers, minor tools for Employers' use (*e.g.*, wine keys, lighters, etc), and the usage of personal cell phones and related internet usage for work-related purposes.

Accordingly, Employers violated the IWC Orders **Error! Reference source not found.**and California Labor Code sections 2800 and 2802. Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to penalties paragraph of the applicable IWC Wage Orders; and attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5, and 2699(g)(1), and any other applicable statute.

9. FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION OF EMPLOYMENT

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, upon the termination of employment (including but not limited to when they were temporarily laid off, laid off, discharged, and/or resigned), Aggrieved Employees were not paid all wages due to them within twenty-four (24) hours or even within seventy-two (72) hours for those who resigned. Specifically, as a result of Employers' practices of requiring Claimants and Aggrieved Employees to work off-the-clock without compensation, failing to pay proper overtime compensation, unlawful rounding practices, failure to properly calculate regular rates, and failure to accurately record all hours actually worked, Employers failed to pay Claimants and Aggrieved Employees for all straight time/regular rate wage, accrued and vested vacation and sick pay at the correct rate of pay, minimum wages and overtime compensation owed to them upon termination of their employment. Employers also failed to pay Claimants and Aggrieved Employees for meal period premiums and rest period premiums they were owed, amongst other wages (e.g., gratuities, bonuses, or commissions). Accordingly, Employers violated California Labor Code sections 201 and 202.

Claimants and Aggrieved Employees will therefore seek PAGA default penalties pursuant to California Labor Code section 2699; penalties pursuant to California Labor Code sections 203 and 1199; and attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5, and 2699(g)(1), and any other applicable statute.

10. EMPLOYERS' OTHER VIOLATIONS OF THE CALIFORNIA LABOR CODE

Finally, pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 25 Cal.App.5th 745 ("*Huff*"), as an Aggrieved Employee, Claimants have standing, and intend, on behalf of LWDA, to pursue civil penalties against Employers for any and all other Labor Code violations committed by Employers. In *Huff*, the California Court of Appeals held that an employee alleging a single violation of the Labor Code under PAGA may also bring PAGA claims against Employers for all other alleged Labor Code violations, even those suffered by other employees of the same employer. According to the *Huff* decision, Claimants, as "aggrieved" employees affected by at least one Labor Code violation may, and hereby do, pursue penalties on behalf of LWDA for

unrelated Labor Code violations by Employers.

Employers are in direct violation of numerous California wage and hour laws including but not limited to said sections stated above. We hereby provide notice under the California Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698, et seq., and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may allege a cause of action under PAGA against Employers for the violations discussed in this letter.

This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3. By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of Sections 2699, et seq., by seeking redress in court. Cal. Lab. Code § 2699.3(a)(1). The LWDA must then notify the employer and the employee within 60 calendar days regarding whether it intends to investigate the alleged violation. Cal. Lab. Code § 2699.3(a)(2)(B). If the LWDA advises it will not investigate, or if no notice is provided within 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code § 2699. Cal. Lab. Code § 2699.3(a)(2)(A). It is Claimants' intention to file a civil complaint and to bring the appropriate claims under California Labor Code § 2699 on behalf of themselves, the State of California and all Aggrieved Employees should your office not address Employers' alleged violations within this time.

If you have any questions or require additional information, please do not hesitate to contact my office. Thank you for your attention to this matter.

BLACKSTONE LAW

James Winn
James S. Winn Jr., Esq.

cc: By E-Mail and U.S. Certified Mail, Return Receipt Requested

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Ana Turcios, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On March 26, 2026, I served a copy of the following document(s):

- **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT FOR DAMAGES**

On the interested parties as follows:

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Attorneys for Defendants O & A LINE MANAGEMENT, LLC, CITRIN HOSPITALITY, INC.,
MCGA HOTELS LLC and MCGA HOTELS LA LLC

☒ **BY ELECTRONIC SERVICE (CASE ANYWHERE):** I caused said document(s) to be sent to the addressee(s) listed above via Case Anywhere. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency
Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on March 26, 2026 at Beverly Hills, California.

/s/ Ana Turcios
Ana Turcios