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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 [Consolidated with Case No. 24STCV00885] Honorable Elaine Lu Department 9 **[REVISED PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT** Date: March 17, 2026 Time: 8:30 a.m. Dept.: 9 Complaint Filed: January 10, 2024 Trial Date: Not Set

[REVISED PROPOSED] ORDER

On March 17, 2026 at 8:30 a.m. in Department 9 of the above-captioned Court located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiffs Camille Guerin and Camille Torres' (together, "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Elaine Lu. Blackstone Law, APC appeared on behalf of Plaintiffs and Baker & Hostetler LLP appeared on behalf of Defendant O&A Line Management, LLC ("Defendant").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the First Amended Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") attached as Exhibit 2 to the Further Supplemental Declaration of James S. Winn Jr. in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

4. The Court preliminarily finds that the Settlement, including the allocations for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, LWDA PAGA Payment, Administration Expenses Payment, and payments to the Class

Members and Aggrieved Employees provided for in the Settlement Agreement, appear to be within the range of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily finds that the monetary settlement awards made available to the Class Members and Aggrieved Employees are fair, adequate, and reasonable when balanced against the probable outcome of further litigation relating to certification, liability, and damages issues and are consistent with the requirements of California Labor Code § 2699(e)(1).

5. The Court concludes that, for settlement purposes only, the proposed Class meets the requirements for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable; (b) common questions of law and fact predominate, and there is a well-defined community of interest amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a class action is superior to other available methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as counsel for Plaintiffs in their individual capacities and as the representatives of the Class.

6. The Court conditionally certifies, for settlement purposes only, the Class, defined as follows:

> All current and former non-exempt or hourly paid employees who worked for Defendant in California at any time during the Class Period.
>
> (The Class Period is defined as the period from January 10, 2020, through June 17, 2025.)

7. The Court provisionally appoints Jonathan M. Genish, Barbara DuVan-Clarke, Danielle Ling GruppChang, P.J. Van Ert, Alexandra Rose, and James S. Winn Jr. of Blackstone Law, APC as counsel for the Class ("Class Counsel").

8. The Court provisionally appoints Plaintiffs Camille Torres and Camille Guerin as the representatives of the Class ("Class Representatives").

9. The Court provisionally appoints Xpand Legal Consulting LLC to handle the administration of the Settlement ("Administrator").

10. Not later than twenty-one (21) calendar days after Defendant's counsel's receipt of this Order, Defendant will provide the Administrator with the following information about each Class Member: full name, last-known mailing address, Social Security number, and number of Workweeks and Pay Periods (collectively referred to as the "Class Data") in conformity with the Settlement Agreement.

11. The Court approves, both as to form and content, the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") attached hereto as **Exhibit 1**. The Class Notice shall be provided to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class Members of all material elements of the Settlement, of Class Members' right to be excluded from the Class Settlement by submitting a Request for Exclusion, of Class Members' right to dispute the Workweeks and/or Pay Periods credited to each of them by submitting a written challenge, and of each Participating Class Member's right and opportunity to object to the Class Settlement by submitting a written objection to the Administrator. The Court further finds that distribution of the Class Notice substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders the Administrator to mail the Class Notice in English and Spanish by First-Class U.S. Mail to all Class Members within fourteen (14) calendar days of receipt of the Class Data, pursuant to the terms set forth in the Settlement Agreement.

12. The Court hereby preliminarily approves the proposed procedure, set forth in the Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity with the requirements set forth in the Class Notice, to the Administrator, postmarked on or before the date that is forty-five (45) calendar days from the initial mailing of the Class Notice by the Administrator to Class Members ("Response Deadline"), or, in the case of a re-mailed Class Notice, the Response Deadline shall be extended fourteen (14) calendar days from the original Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the

Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon. Nevertheless, all Aggrieved Employees will be bound by the PAGA Settlement and issued their Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class Members who do not submit a valid and timely Request for Exclusion (i.e., Participating Class Members) shall be bound by the Settlement Agreement and any final judgment based thereon.

13. A Final Approval Hearing shall be held before this Court on ______________________________ at _____________ a.m./p.m. in Department 9 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and Aggrieved Employees; and determine whether to approve the requests for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, Administration Expenses Payment, and allocation for the PAGA Penalties.

14. Class Counsel shall file a motion for final approval of the Settlement and for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, Administration Expenses Payment, along with the appropriate declarations and supporting evidence, including the Administrator's declaration, by ______________________________, to be heard at the Final Approval Hearing.

15. To object to the Class Settlement, a Participating Class Member must submit their written objection to the Administrator on or before the Response Deadline. The written objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not limited to the grounds for the objection. Participating Class Members, individually or through counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a written objection.

16. The Court grants Plaintiffs leave to file the First Amended Class Action Complaint for Damages in the action entitled *Guerin and Torres v. O&A Line Management, LLC, et al.*, Los Angeles Superior Court, Case No. 24STCV00784 and the First Amended Enforcement Action Under the Private Attorneys General Act, Cal Labor Code §§ 2698 *Et Seq*. in the action entitled *Guerin and Torres v. O&A Line Management, LLC, et al.,* Los Angeles Superior Court, Case No. 24STCV00885, attached hereto as **Exhibit 2** and **Exhibit 3**, respectively.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the parties shall revert back to their respective positions as of before entering into the Settlement Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible or have any bearing on the issue of whether any class should be certified in a non-settlement context.

18. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

IT IS SO ORDERED.

Dated: ___________________________

____
Honorable Elaine Lu
Judge of the Superior Court

EXHIBIT 1

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Guerin and Torres v. O&A Line Management, LLC, et al.,
Los Angeles Superior Court, Case Nos. 24STCV00784 and 24STCV00885

The Superior Court for the State of California authorized this Notice. Read it Carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from class and representative action lawsuits entitled *Guerin and Torres v. O&A Line Management, LLC, et al.*, Los Angeles County Superior Court Case Nos. 24STCV00784 and 24STCV00885 (together, the "Action") against O&A Line Management, LLC ("Defendant") for alleged wage and hour violations. The Action was filed by Defendant's former employees Camille Torres and Camille Guerin (together, "Plaintiffs") who worked at O&A Line Management LLC and seek payment of (1) back wages and other relief for the Class Members and (2) penalties under the California Private Attorneys General Act ("PAGA") for the Aggrieved Employees.

The "Class" or "Class Member(s)" are all current and former non-exempt or hourly paid employees who worked for Defendant in California at any time during the Class Period.

The "Class Period" is the period from January 10, 2020 to June 17, 2025.

The "Aggrieved Employee(s)" are all current and former non-exempt or hourly paid employees who worked for Defendant in California at any time during the PAGA Period.

The "PAGA Period" is the period from January 12, 2023 to June 17, 2025.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on Defendant's records, **your Individual Class Payment is estimated to be $______ (less withholding) and your Individual PAGA Payment is estimated to be $______.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys. The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you are a Class Member and/or Aggrieved Employee as specified above during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against

Defendant.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Class Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Class Claims).
You Can Opt-Out of the Class Settlement but not the PAGA Settlement **The Opt-Out Deadline is ______**	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement **Written Objections Must be Submitted by ______**	All Class Members who do not submit a valid and timely Request for Exclusion ("Participating Class Members") can object to any aspect of the Class Settlement. See Section 7 of this Notice.
You Can Participate in the ______ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on ______. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Class Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods **Written Challenges**	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on any week during which a Class Member worked for Defendant for at least one day during the Class Period ("Workweeks") and any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period ("Pay Periods"), respectively. The number of Workweeks and Pay Periods you worked according to Defendant's records is

Must be Submitted by ______________	stated in Section 4 of this Notice. If you disagree with either of these numbers, you must challenge it by ___________. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendant O&A Line Management LLC. The Action alleges that Defendant violated California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and during employment, and reimbursable business expenses, and failing to provide meal periods, rest breaks, earned gratuities, and accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under PAGA. Plaintiffs are represented by attorneys in the Action: Jonathan M. Genish, Barbara DuVan Clarke, Danielle Ling GruppChang, P.J. Van Ert, Alexandra Rose, and James S. Winn Jr. from Blackstone Law, APC ("Class Counsel")

Defendant strongly denies violating any laws or failing to pay any wages and contends that it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating to end the cases by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court's final approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims. Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. <u>Defendant Will Pay $443,748 as the "Gross Settlement Amount".</u> Defendant has agreed to deposit the Gross Settlement Amount, less $80,173 for payments previously made by Defendant to Class Members and Aggrieved Employees ("GSA Credit") into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and PAGA Penalties. Assuming the Court grants final approval, Defendant will fund the Gross Settlement Amount, less the GSA Credit, within 60 days after the Final Approval Order and Judgment is entered by the Court.

2. <u>Court Approved Deductions from Gross Settlement Amount.</u> At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

   A. Up to thirty-five percent (35%) of the Gross Settlement Amount (currently estimated to be $155,311.80) to Class Counsel for attorneys' fees and up to $30,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses in the Action without payment.

B. Up to $5,000.00 each to Plaintiffs (total, $10,000.00) as a Class Representative Service Payment for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Service Payment will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.

C. Up to $8,000.00 to the Administrator for services administering the Settlement.

D. Up to $50,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Amount Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court along with deducting the GSA Credit, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their number of Workweeks during the Class Period.

4. Taxes Owed on Payments to Participating Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Participating Class Member's Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes owed on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

   Although Plaintiffs and Defendant have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed settlement

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

   If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the fund for instructions on how to retrieve your money.

6. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant final approval of the Settlement or decline to enter a Final Approval Order and Judgment. It is also possible the Court will enter a Final Approval Order and Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

7. Administrator. The Court has appointed a neutral company, Xpand Legal Consulting LLC (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion and written objections. The Administrator will also decide Class Member challenges over Workweeks and/or Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of

this Notice.

8. Participating Class Members' Release. After Defendant has fully funded the Gross Settlement Amount, less the GSA Credit, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release and discharge Released Parties from any and all claims and/or theories of liability that have been or could have been alleged or asserted in the Operative Complaint based on any of the facts alleged in the Operative Complaint, including, but not limited to, claims for failure to pay overtime wages, including failure to include additional renumeration when calculating overtime wages, failure to provide compliant meal periods or pay meal period premiums in lieu thereof; failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof, failure to pay minimum and straight time wages, failure to timely pay all earned wages and final paychecks due at time of separation of employment, failure to timely pay wages during employment, failure to provide complete and accurate wage statements, failure to keep requisite payroll records, failure to reimburse necessary business-related expenses and costs, failure to pay all accrued and vested vacation and sick pay, all claims under California Business & Professions Code § 17200 for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above, violations of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, as well as any potential penalties (excluding PAGA penalties), interest or attorneys' fees associated with all of such causes of action under California law (collectively, the "Released Class Claims"). The Released Class Claims shall include claims arising under California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 226, 226.7, 227.3, 246-248.5,350, 351, 352, 353, 354, 355, 356, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,1198.5, 1199, 2800, and 2802.

9. Aggrieved Employees' Release. After Defendant has fully funded the Gross Settlement Amount, less the GSA Credit, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from any and all claims and/or theories of liability for civil penalties under PAGA that have been or could have been alleged or asserted in the Operative Complaint and PAGA Notice based on any of the facts alleged or asserted in the Operative Complaint and PAGA Notice, including, but not limited to, claims for failure to pay overtime wages, including failure to include additional renumeration when calculating overtime wages, failure to provide compliant meal periods or pay meal period premiums in lieu thereof at the correct rate of pay; failure to authorize and permit compliant rest periods or pay rest period premiums in lieu thereof at the correct rate of pay, failure to pay minimum and straight time wages, failure to timely pay all earned wages and final paychecks due at time of separation of employment, failure to timely pay wages during employment, failure to provide complete and accurate wage statements, failure to keep requisite payroll records, failure to reimburse necessary business-related expenses and costs, failure to pay all accrued and vested vacation and sick pay, violations of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the "Released PAGA Claims"). The PAGA Released Claims shall include PAGA claims arising under or predicated on California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 226, 226.7, 227.3, 246-248.5, 350, 351, 352, 353, 354, 355, 356, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802.

10. Released Parties. "Released Parties" is defined as Defendant O&A Line Management, LLC, Citrin Hospitality, Inc., MCGA Hotels LLC, MCGA Hotels LA LLC, and each of their past and present corporate affiliates, parents, subsidiaries, divisions, related entities, divested business and business units, and the board members, directors, officers, shareholders, owners, employees, agents, representatives, attorneys, insurers, predecessors, successors, assigns, and/or any other persons acting on their behalf.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members

during the Class Period and (b) multiplying the result by the total Workweeks worked by each Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($12,500) by the total number of Pay Periods worked by all Aggrieved Employees during the PAGA Period, and (b) multiplying the result by each Aggrieved Employee's Pay Periods worked during the PAGA Period.

3. Your Estimated Workweeks. Defendant's records show that, from January 10, 2020 through June 17, 2025 (i.e., the Class Period), **you worked ______ Workweeks**.

4. Your Estimated Pay Periods. Defendant's records show that, from January 12, 2023 to June 17, 2025 (i.e., the PAGA Period), **you worked ______ Pay Periods**.

5. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated above. You have until ______________ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via fax, mail, or email. Section 9 of this Notice has the Administrator's contact information.

   You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Class Members) and Defendant's counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Aggrieved Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee including those who opt-out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter (i.e., Request for Exclusion) with a simple statement that you do not want to participate in the Class Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Guerin and Torres v. O&A Line Management, LLC, et al.*, and include your identifying information (full name, mailing address, and email address or telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The request to the Administrator must be sent your Request for Exclusion by ______________, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. HOW DO I OBJECT TO THE CLASS SETTLEMENT?

Only Participating Class Members have the right to object to the Class Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the ______________ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court a Motion for Final Approval, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments that includes, among other things, the reasons why the proposed Settlement is fair. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website ________________ or the Court's website https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access.

A Participating Class Member who disagrees with any aspect of the Class Settlement and/or the Motion for Final Approval, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is ____________**. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Guerin and Torres v. O&A Line Management, LLC, et al.*, and include your signature, full name, mailing address, and email address or telephone number. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object orally (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing either in person or remotely regardless of whether you have submitted a written objection. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on __________ at _____ in Department 9 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. At the Final Approval Hearing, the Judge will decide whether to grant final approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making any decisions. You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website ________________________ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Final Approval Order and Judgment, or any other Settlement documents is to go to Xpand Legal Consulting LLC's website at __________. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

Additionally, you can consult the Superior Court website by going to (https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access) and entering the Case Numbers for the Action, Case No. 24STCV00784 and 24STCV00885.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:
Name of Attorneys: Jonathan M. Genish, Barbara DuVan Clarke, Danielle Ling GruppChang, P.J. Van Ert, Alexandra Rose, and James S. Winn Jr.
Email Addresses: bdc@blackstonepc.com, dgruppchang@blackstonepc.com, pjvanert@blackstonepc.com), arose@blackstonepc.com, and jwinn@blackstonepc.com
Name of Firm: Blackstone Law, APC
Mailing Address: 8383 Wilshire Blvd., Suite 745, Beverly Hills, CA 90211
Telephone: (310) 622-4278

Administrator:
Name of Company: Xpand Legal Consulting LLC
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you will have to visit the California Unclaimed Property Fund to obtain your funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT 2

Barbara DuVan-Clarke (State Bar No. 259268)
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Attorneys for Plaintiffs
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 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;

(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*.

DEMAND FOR JURY TRIAL

Plaintiffs CAMILLE GUERIN and CAMILLE TORRES ("Plaintiff Guerin" and "Plaintiff Torres" respectively; collectively, "Plaintiffs"), individually and on behalf of all members of the general public similarly situated, allege as follows against Defendants O & A LINE MANAGEMENT, LLC; CITRIN HOSPITALITY, INC.; MCGA HOTELS LLC; MCGA HOTELS LA LLC and DOES 1 through 25, inclusive ("Defendants"):

JURISDICTION AND VENUE

1. This is a class action brought pursuant to California Code of Civil Procedure section 382.

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

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

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

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

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

policies.

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

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

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

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

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

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

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

GENERAL ALLEGATIONS

21. Plaintiff Guerin worked for Defendants from approximately December 2022 through approximately June 2023 as a server. Defendants jointly and severally employed Plaintiff Guerin at their location in Los Angeles, California. Plaintiff Guerin performed various duties for Defendants including, among other things, handling food and beverage service and general front-of-house duties such as general customer service.

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

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

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

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

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;

iv. Whether Defendants had a policy and practice of failing to provide rest periods to Plaintiffs and the other class members;

v. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in the State of California for all hours worked, and for all missed, short, late, and/or interrupted meal periods and rest breaks;

vi. Whether Defendants engaged in conversion by failing to pay their hourly-paid and/or non-exempt employees and or all other employees otherwise entitled for all accrued gratuities per Cal. Lab. Code sections 350 *et seq*.;

vii. Whether Defendants failed to pay accrued and vested vacation and sick pay at the correct rate of pay;

viii. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other class members during their employment;

ix. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;

x. Whether Defendants failed to pay all wages due to Plaintiffs and the other class members within the required time upon their discharge or resignation;

xi. Whether Defendants failed to comply with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;

xii. Whether Defendants failed to reimburse Plaintiffs and the other class members for necessary business-related expenses and costs;

xiii. Whether Defendants' conduct was willful or reckless;

xiv. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq*.;

xv. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

xvi. Whether Plaintiffs and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

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.

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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.

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)

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

36. 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.

37. 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.

38. Moreover, Defendants had a policy, practice and procedure of rounding employee time such that Plaintiffs and some or all class members were systematically unpaid and/or underpaid for time worked over the course of their employment.

39. 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.

40. 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.

41. 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.

42. 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.

<u>SECOND CAUSE OF ACTION</u>

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

Unpaid Overtime

(Against All Defendants and DOES 1 – 25)

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

44. 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.

45. 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.

46. 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.

47. 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.

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

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

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

<u>THIRD CAUSE OF ACTION</u>

VIOLATION OF LABOR CODE SECTIONS 226.7 AND 512

Meal Break Violations

(Against All Defendants and DOES 1 – 25)

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

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

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

54. The applicable IWC Wage Order and California Labor Code section 512(a) provide that an employer may not require, cause, or permit an employee to work for a period of more than five

(5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

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

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

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

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

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

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

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

62. 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.

<u>FOURTH CAUSE OF ACTION</u>

VIOLATION OF LABOR CODE SECTION 226.7

Rest Break Violations

(Against All Defendants and DOES 1 – 25)

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

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

65. 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.

66. 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."

67. 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.

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68. 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.

69. 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.

70. 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.

71. 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.

72. 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)

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

74. 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.

75. 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.

76. California Labor Code section 204 provides 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.

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

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

SIXTH CAUSE OF ACTION

CONVERSION

(Against All Defendants and DOES 1 – 25)

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

80. At all times herein set forth, California Labor Code sections 350 *et seq*. regulate the circumstances under which employees including Plaintiffs and the class members are entitled to portions of gratuities left by patrons of Defendants. 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.

81. Defendants wrongfully exercised dominion over gratuities through their practices of 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.

82. 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*.

83. 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.

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

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

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

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

88. 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.

89. 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.

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

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SEVENTH CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTION 226(a)

Failure to Provide Accurate Wage Statements

(Against All Defendants and DOES 1 – 25)

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

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

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

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

95. Specifically, Plaintiffs and the other class members have been injured by Defendants' intentional violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate number of total hours worked on wage statements, Plaintiffs and the other class members have been prevented by Defendants from determining if all hours worked were paid and the extent of the underpayment. Plaintiffs had to file this lawsuit, and will further have to conduct discovery, reconstruct time records, and perform computations in order to analyze whether in fact Plaintiffs and

the other class members were paid correctly and the extent of the underpayment, thereby causing Plaintiffs to incur expenses and lost time. Plaintiffs would not have had to engage in these efforts and incur these costs had Defendants provided the accurate number of total hours worked. This has also delayed Plaintiffs' ability to demand and recover the underpayment of wages from Defendants.

96. Plaintiffs and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars ($4,000).

<u>EIGHTH CAUSE OF ACTION</u>

VIOLATION OF LABOR CODE SECTIONS 201, 202, AND 203

Final Wages Not Timely Paid

(Against All Defendants and DOES 1 – 25)

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

98. Pursuant to California Labor Code sections 201, 202, 203, 227.3, and 246-248.5, Defendants are required to timely pay all earned and unpaid wages to an employee who is discharged. California Labor Code section 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 mandates that if an employee quits, 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.

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

100. As a result of the violations set forth in detail above (failure to pay minimum wages, failure to pay overtime, failure to pay all accrued and vested vacation and sick pay at the correct rate

of pay, meal break violations, rest break violations, and failure to provide any other remuneration, wages, pay, or monies as they became due, *e.g*., accrued gratuities, bonuses, commissions, etc.), at the time that Plaintiffs and the other class members' employment with Defendants ended, Defendants knowingly and willfully failed to pay Plaintiffs and the other class members all wages owed to them pursuant to California Labor Code sections 201, 202, 227.3, and 246-248.5, including, without limitation, minimum wages or regular rate/straight time wages, failure to pay all accrued and vested vacation and sick pay at the correct rate of pay, meal period premium wages, rest period premium wages, and all remuneration, wages, pay, and monies due to Plaintiffs and class members (including accrued gratuities, bonuses, commissions, etc.), as required per California Labor Code sections 204.

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

NINTH CAUSE OF ACTION

VIOLATION OF LABOR CODE SECTIONS 2800 AND 2802

Failure to Reimburse Necessary Business Expenses

(Against All Defendants and DOES 1 – 25)

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

103. Pursuant to California Labor Code sections 2800 and 2802, an employer must 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 job duties or in direct consequence of his or her obedience to the directions of the employer.

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

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

TENTH CAUSE OF ACTION

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

Unfair and Unlawful Business Practices

(Against All Defendants and DOES 1 – 25)

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

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

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

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

110. 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.

111. 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.

PRAYER FOR RELIEF

Plaintiffs, on behalf of all others similarly situated, pray for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

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

As to the First Cause of Action

5. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 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;

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

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

As to the Third Cause of Action

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

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

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

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

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

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

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

As to the Fourth Cause Action

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

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

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

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

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

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

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Labor Code 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*.

<u>As to the Seventh Cause of Action</u>

1. 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;

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

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

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

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

<u>As to the Eight Cause of Action</u>

6. 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;

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

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

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

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

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As to the Ninth Cause of Action

11. 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;

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

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

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

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

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

As to the Tenth Cause of Action

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

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

19. 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*.;

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

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

DATED: March 12, 2026

BLACKSTONE LAW, APC

By: ______________________________

Barbara DuVan-Clarke, Esq.
Danielle Ling GruppChang
P.J. Van Ert, Esq.
Alexandra Rose, Esq.
James S. Winn Jr., Esq.

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

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a jury trial with respect to all issues triable of right by jury.

DATED: March 12, 2026

BLACKSTONE LAW, APC

By: ______________________________

Barbara DuVan-Clarke, Esq.
Danielle Ling GruppChang
P.J. Van Ert, Esq.
Alexandra Rose, Esq.
James S. Winn Jr., Esq.

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

EXHIBIT 3

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Attorneys for Plaintiffs CAMILLE GUERIN
and CAMILLE TORRES,
individually, and on behalf of Aggrieved
Employees pursuant to the California
Private Attorneys General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CAMILLE GUERIN and CAMILLE TORRES, individually, and on behalf of Aggrieved Employees pursuant to the California Private Attorneys General Act,

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. 24STCV00885

FIRST AMENDED COMPLAINT FOR ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CAL. LABOR CODE §§ 2698 *ET SEQ.*

Plaintiffs CAMILLE GUERIN and CAMILLE TORRES ("Plaintiffs"), individually, and on behalf of all similarly aggrieved employees, allege against defendants O & A LINE MANAGEMENT, LLC; CITRIN HOSPITALITY, INC.; MCGA HOTELS LLC; MCGA HOTELS LA LLC and Does 1 through 25 ("Defendants") as follows:

INTRODUCTION

1. This is an enforcement action under the California Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.* ("PAGA") to recover civil penalties on behalf of Plaintiffs, the State of California, and all individuals who worked for Defendants in the State of California as hourly-paid and/or non-exempt employees at any time from one year prior to Plaintiffs' original submission of written notice of Defendants' alleged violations of the Labor Code to the Labor & Workforce Development Agency ("LWDA") through final judgment (the "PAGA Period") ("Aggrieved Employees").

2. Plaintiffs allege that Defendants hired Plaintiffs and Aggrieved Employees but failed to properly pay them all wages owed for all time worked (including minimum wages, straight time wages, and overtime wages), failed to provide them with all meal periods and rest periods and associated premium wages to which they were entitled, failed to timely pay them all wages due during their employment, failed to timely pay them all wages due upon termination of their employment, failed to provide them with accurate itemized wage statements, failed to maintain accurate payroll records, and failed to reimburse them for necessary business expenses.

3. As a result, Defendants violated *inter alia* California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 227.3, 246-248.5, 350 – 356, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission ("IWC") Wage Order. Through this action, Plaintiffs seek to recover all available remedies under PAGA including but not limited to civil penalties and attorney's fees and costs.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Los Angeles. Moreover, many of the acts, events, and violations alleged herein relating to Plaintiffs occurred in the State of California, County of Los Angeles.

THE PARTIES

7. At all times mentioned herein, Plaintiff Torres was and is a resident of Los Angeles County in the State of California. Plaintiff Torres was also employed by Defendants in Los Angeles County in the State of California.

8. At all times mentioned herein, Plaintiff Guerin was and is a resident of Los Angeles County in the State of California. Plaintiff Guerin was also employed by Defendants in Los Angeles County in the State of California.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 Defendants, each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and within the course and scope of such agency, employment, joint venture, or concerted activity with legal authority to act on the others' behalf. The acts of any and all Defendants represent and were in accordance with Defendants' official policy.

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

16. Defendants had the authority to hire and terminate Plaintiffs and the Aggrieved Employees, to set work rules and conditions governing their employment, and to supervise their daily employment activities.

17. Defendants exercised sufficient authority over the terms and conditions of Plaintiffs and the Aggrieved Employees' employment for them to be their joint employers.

18. Defendants directly hired and paid wages and benefits to Plaintiffs and the Aggrieved Employees.

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

20. At all relevant times, Defendants, and each of them, ratified the acts and omissions complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

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

GENERAL ALLEGATIONS

22. Plaintiff Guerin worked for Defendants from approximately December 2022 through approximately June 2023 as a server. Defendants jointly and severally employed Plaintiff Guerin at their location in Los Angeles, California. Plaintiff Guerin performed various duties for Defendants including, among other things, handling food and beverage service and general front-of-house duties such as general customer service.

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

24. Defendants are restauranteurs and hoteliers operating hotels and restaurants and providing various services within, and maintain employees throughout California, including in Los Angeles County.

25. Defendants hired Plaintiffs and the Aggrieved Employees but failed to properly pay them all minimum wages, regular rate/straight time wages, or overtime wages for all hours worked, failed to provide all meal and rest breaks to which they were entitled, failed to timely pay all wages upon termination of employment, exercised improper dominion and control over accrued gratuities and failed to pay gratuities, failed to provide accurate wage statements, failed to keep accurate employment records, failed to reimburse necessary business-related expenses, and failed to adhere to other related protections afforded by the California Labor Code and applicable Industrial Welfare Commission Wage Order.

26. Plaintiffs are informed and believe, and based thereon allege, that Defendants knew or should have known that Plaintiffs and the Aggrieved Employees were entitled to the protections afforded by the Labor Code and the applicable Wage Order, yet as set forth in detail below, engaged in a systematic pattern and practice of violating the California Labor Code and the applicable Wage Order.

PAGA ALLEGATIONS

27. PAGA is and was applicable to Defendants' employment of Plaintiffs and Aggrieved Employees.

28. 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.

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

30. Plaintiffs and the other employees are "Aggrieved Employees" as defined by California Labor Code section 2699(c) because they are current or former employees of Defendants against whom one of more of the alleged violations were committed.

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

(a) The Aggrieved Employee shall give written notice by certified mail (hereinafter "Employee's Notice") to the LWDA and the employer of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

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

32. On November 7, 2023, Plaintiffs provided 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 A.**

33. 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.**

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

35. 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 CALIFORNIA LABOR CODE §§ 2699, *ET SEQ.*

(Against All Defendants)

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

37. 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' capacity as private attorney

generals pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.*

38. 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).

39. 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.

40. Plaintiffs and the other hourly-paid, non-exempt employees are "Aggrieved Employees" as defined by California Labor Code section 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

41. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

(a) Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to pay minimum wages, as set forth more fully below;

(b) Violation of California Labor Code sections 510 and 1198 for failure to pay overtime wages, as set forth more fully below;

(c) Violation of California Labor Code sections 226.7 and 512(a) for failure to provide legally required meal periods, as set forth more fully below;

(d) Violation of California Labor Code sections 226.7 and 512(a) for failure to pay required meal period premiums, as set forth more fully below;

(e) Violation of California Labor Code section 226.7 for failure to provide legally required rest periods, as set forth more fully below;

(f) Violation of California Labor Code section 226.7 for failure to pay required rest period premiums, as set forth more fully below;

(g) Violation of California Labor Code section 204 for failure to timely pay wages to Plaintiffs and Aggrieved Employees during employment, as set forth more fully below;

(h) Violation of California Labor Code sections 350 – 356 for improper withholding of accrued gratuities and failure to pay accrued gratuities, as set forth more fully below;

(i) Violation of California Labor Code sections 246-248.5 for failure to pay sick pay at the correct rate of pay, as set forth more fully below;

(j) Violation of California Labor Code sections 227.3 for failure to pay accrued and vested vacation pay at the correct rate of pay, as set forth more fully below;

(k) Violation of California Labor Code sections 201, 202, and 203 for failure to pay all wages at time of discharge from employment, as set forth more fully below;

(l) Violation of California Labor Code section 226(a) for failure to provide accurate wage statements to Plaintiffs and Aggrieved Employees, as set forth more fully below;

(m) Violation of California Labor Code section 1174(d) for failure to keep complete and accurate payroll records relating to Plaintiffs and Aggrieved Employees, as set forth more fully below; and

(n) Violation of California Labor Code sections 2800 and 2802 for failure to reimburse Plaintiffs and Aggrieved Employees for necessary business-related expenses, as set forth more fully below.

42. Pursuant to PAGA, and in particular Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiffs, acting in the public interest as private attorney generals, seek assessment and collection of civil penalties for Plaintiffs, all Aggrieved Employees, and the State of California against Defendants for violations of Labor Code sections set forth herein, including penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, and 1197.1, penalties under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

43. Pursuant to California Labor Code section 2699(I), civil penalties recovered by Aggrieved Employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five (25%) to the Aggrieved Employees.

44. Plaintiffs retained counsel to file this court action, and to assess and collect the civil penalties owed by Defendants. Plaintiffs therefore seek an award of reasonable attorney's fees and costs pursuant to Labor Code §§ 210, 218.5, 2699(g)(1), and any other applicable statute.

Failure to Pay Minimum Wages

45. California Labor Code sections 1194, 1197 and 1197.1 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.

46. The IWC set the minimum wage for Plaintiffs and the Aggrieved Employees in the applicable IWC Wage Order.

47. Defendants failed to pay minimum wage to Plaintiffs and the Aggrieved Employees for a wide range of off-the-clock work performed, including, *inter alia*:

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

ii. suffering or permitting Plaintiffs and the Aggrieved Employees to perform work for the benefit of Defendants after clocking-out from their shift(s) including typical job duties and other menial tasks;

iii. suffering or permitting Plaintiffs and the Aggrieved Employees to perform work for the benefit of Defendants while "off-the-clock" during meal periods, including typical job duties and other menial tasks; and

iv. contacting Plaintiffs and the Aggrieved Employees via email, text and/or phone calls outside of work hours to discuss work matters.

48. Moreover, Defendants had a policy, practice and procedure of rounding employee time such that Plaintiffs and Aggrieved Employees were systematically unpaid and/or underpaid for time

worked over the course of their employment.

49. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiffs and the Aggrieved Employees for all hours they worked in violation of California Labor Code sections 1194, 1197, 1197.1, and 1199.

Failure to Pay Proper Overtime Wages

50. Labor Code section 510 and the applicable IWC Wage Order require Defendants to pay Plaintiffs and Aggrieved Employees who worked more than eight (8) hours in a day; more than forty (40) hours in a workweek, and/or seven (7) consecutive days, at the rate of one-and-a-half times their regular rate for all such hours worked.

51. Labor Code section 510 and the applicable IWC Wage Order further requires Defendants to pay Plaintiffs and Aggrieved Employees who worked more than twelve (12) hours in a day or more than eight (8) hours on the seventh consecutive day, overtime compensation at a rate of two (2) times their regular rate of pay for all such hours worked.

52. During the relevant time period, Plaintiffs and Aggrieved Employees 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 workweek and/or for seven (7) or more consecutive days, but Defendants routinely failed to properly account for all such overtime hours and further failed to compensate Plaintiffs and Aggrieved Employees at the correct overtime rates.

53. 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/or the applicable Wage Order; (b) when Defendants intentionally, willfully and/or negligently mischaracterized overtime as regular rate/straight time or minimum wage, or similarly mischaracterized double time as time-and-a-half, regular rate/straight time, or minimum wage; (c) when Defendants assigned more work than could reasonably be completed in a workday or workweek to Plaintiffs and Aggrieved Employees, but refused to authorize the overtime necessary for them to complete the assigned work; and (d) when Defendants failed to include all required wages and renumeration when calculating the overtime rate.

54. Defendants' failure to pay Plaintiffs and Aggrieved Employees proper overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1199, and is therefore unlawful.

Failure to Provide Meal Periods

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

56. California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

57. California Labor Code section 512(a) further provides that an employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

58. The applicable IWC Wage Order sets forth the same requirements for meal breaks.

59. Plaintiffs and Aggrieved Employees who were scheduled to work for no longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without a meal period of not less than thirty (30) minutes.

60. Plaintiffs and the Aggrieved Employees who were scheduled to work for more than six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

61. Plaintiffs and the Aggrieved Employees, who were scheduled to work for more than ten (10) hours but no longer then twelve (12) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of not less than thirty (30) minutes.

62. Plaintiffs and the Aggrieved Employees, who were scheduled to work for more than twelve (12) hours, were required to work for periods longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30) minutes.

63. Moreover, when meal breaks were provided, they were often interrupted, cut short, and/or Plaintiffs and the Aggrieved Employees were not relieved of all duties as required by law.

64. Such conduct violates California Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order.

Failure to Pay Compliant Meal Break Premiums

65. California Labor Code section 226.7 provides: "[i]f an employer fails to provide an employee a [meal] period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission… the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the [meal] period is not provided.

66. The applicable IWC Wage Order provides: "[i]f an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided."

67. Defendants failed to pay Plaintiffs and Aggrieved Employees meal period premiums due in violation of California Labor Code sections 226.7 and 512 on each day when a complete, timely, and uninterrupted meal period of at least thirty (30) minutes was not provided.

68. Moreover, if and when meal break premiums were provided, Defendants failed to incorporate all nondiscretionary payments for work performed by Plaintiffs and the Aggrieved Employees in the regular rate of compensation for purposes of such premiums.

69. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code section 226.7.

Failure to Provide Rest Periods

70. 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.

71. 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.

72. Defendants required Plaintiffs and the Aggrieved Employees to work four (4) or more hours without authorizing or permitting a timely ten (10) minute uninterrupted rest period during which time they were relieved of their duties per each four (4) hour period, or major fraction thereof worked.

73. Defendants' conduct therefore violates the applicable IWC Wage Order and California Labor Code section 226.7.

Failure to Pay Rest Break Premiums

74. California Labor Code section 226.7 provides: "[i]f an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission,… the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the [rest] period is not provided.

75. The applicable IWC Wage Order provides: "[i]f an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided.

76. Defendants failed to pay Plaintiffs and Aggrieved Employees required rest break premiums due when compliant rest periods were not provided.

77. Such conduct is in direct violation of California Labor Code section 226.7.

Failure to Timely Pay Wages During Employment

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

month during which the labor was performed. It further provides 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.

79. California Labor Code section 204 provides 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.

80. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiffs and the Aggrieved Employees all wages due to them, within any time period permissible under California Labor Code section 204, including wages for minimum wage or regular rate/straight time compensation, overtime compensation, meal period premiums, rest period premiums, or any other remuneration, wages, pay, or monies as they became due, *e.g.*, accrued gratuities, bonuses, commissions, etc.

81. Such conduct violates Labor Code section 204.

Failure to Pay Accrued Gratuities

82. At all times herein set forth, California Labor Code sections 350 *et seq*. regulate the circumstances under which employees including Plaintiffs and the class members are entitled to portions of gratuities left by patrons of Defendants. 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.

83. Defendants wrongfully exercised dominion over gratuities through their practices of 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 Aggrieved Employees' tips being withheld. As a result of the practices described herein,

Defendants have converted gratuities that belonged to Plaintiffs and the Aggrieved Employees.

84. Plaintiffs and the Aggrieved Employees 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*.

85. Defendants substantially interfered with the property of Plaintiffs and Aggrieved Employees 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.

86. Plaintiffs and the Aggrieved Employees did not consent to the aforementioned conduct by Defendants.

87. Plaintiffs and the Aggrieved Employees were harmed by the aforementioned conduct.

88. Such conduct violates Labor Code sections 350 – 356.

Failure to Timely Pay Wages Upon Termination

89. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required to timely pay all earned and unpaid wages to an employee who is discharged.

90. California Labor Code section 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately.

91. California Labor Code section 202 mandates that if an employee quits, 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.

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

93. At the time that Plaintiffs and Aggrieved Employees' employment with Defendants ended, Defendants knowingly and willfully failed to pay Plaintiffs and the Aggrieved Employees all

wages owed to them pursuant to California Labor Code sections 201 and 202, including, without limitation, minimum wages or regular rate/straight time wages, overtime wages, accrued and vested vacation and sick pay at the correct rate of pay, meal and rest period premium wages, or any other remuneration, wages, pay, or monies due, e.g., accrued gratuities, bonuses, commissions, etc.

94. Such conduct violates Labor Code sections 201, 202 and 203.

Failure to Provide Compliant Wage Statements

95. California Labor Code section 226(a) provides that every employer shall furnish each of its employees an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, 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 his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

96. Defendants intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to state all correct rates of pay, all hours worked, all accrued and vested vacation and sick pay at the correct rate of pay, all meal period premium wages earned, and all rest period premium wages earned.

97. Such conduct violates Labor Code section 226.

Failure to Keep Requisite Payroll Records

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

///

99. Defendants intentionally and willfully failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Plaintiffs and the Aggrieved Employees.

100. As a result of Defendants' violation of California Labor Code section 1174(d), Plaintiffs and the Aggrieved Employees have suffered injury and damage to their statutorily protected rights.

101. More specifically, Plaintiffs and the Aggrieved Employees have been injured by Defendants' intentional and willful violation of California Labor Code section 1174(d) because they were denied both their legal right and protected interest, in having available, accurate and complete payroll records pursuant to California Labor Code sections 1174(d) and 1198.5.

Failure to Reimburse Necessary Business Expenses

102. Pursuant to California Labor Code sections 2800 and 2802, an employer must 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 job duties or in direct consequence of his or her obedience to the directions of the employer.

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

104. Defendants intentionally and willfully failed to reimburse Plaintiffs and the Aggrieved Employees for all necessary business-related expenses and costs.

105. Such conduct violates Labor Code sections 2802.

Failure to Provide Paid Sick Leave and Notice Thereof

106. California Labor Code sections 245 – 248.5 provide various protections regarding sick leave for California employees, including accrual of sick leave, notice that California employers must provide to their employees regarding sick leave, etc.

107. Plaintiff and Aggrieved Employees were not properly paid sick leave at the correct rate of pay nor noticed of paid sick leave

accrual.

108. Such conduct violates Labor Code sections 246-248.5.

Failure to Pay Accrued Vacation Wages

109. Pursuant to California Labor Code section 227.3, an employer must pay a separating employee all accrued vacation pay.

110. Plaintiff and the Aggrieved Employees were not paid all accrued vacation pay at the correct rate of pay upon separation of employment from Defendants.

111. Such conduct violates Labor Code section 227.3.

PRAYER FOR RELIEF

Plaintiffs pray for relief and judgment against Defendants, jointly and severally, as follows:

1. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 226, 226.3, 227.3, 246-248.5, 1174.5, 1197.1 and all other penalties allowed by the California Labor Code and/or other applicable statutes;

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

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

Dated: March 12, 2026

BLACKSTONE LAW, APC

By: ______________________
Barbara DuVan-Clarke, Esq.
Danielle Ling GruppChang, Esq.
P.J. Van Ert, Esq.
Alexandra Rose, Esq.
James S. Winn Jr., Esq.

Attorneys for Plaintiffs CAMILLE GUERIN and CAMILLE TORRES, individually, and on behalf of Aggrieved Employees pursuant to the California Private Attorneys General Act

EXHIBIT A

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Barbara DuVan-Clarke, Esq.
BDC@blackstonepc.com

November 8, 2023

<u>PAGA Claim Notice Via Online Electronic Submission</u>
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

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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

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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 (5^{th}) hour of work, and/or to take their second meal periods after their tenth (10^{th}) hour of work. Meal periods, when provided, were oftentimes interrupted or cut short.

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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, 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).

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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.

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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.

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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

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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 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

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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 65 calendar days, the employee may file a lawsuit invoking the provisions under Labor Code §

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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.

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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

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

March 12, 2026

<u>PAGA Claim Notice Via Online Electronic Submission</u>
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.

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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

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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 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 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

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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 (5^{th}) hour of work, and/or to take their second meal periods after their tenth (10^{th}) 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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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).

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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

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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.

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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,*

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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.

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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 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.

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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.

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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.

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James Winn
James S. Winn Jr., Esq.

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

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