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

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

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

Plaintiffs,

vs.

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

Defendants.

Case No.: 24STCV00784

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

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

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**(7) Violation of Cal. Labor Code § 226(a)
(Failure to Provide Accurate Wage
Statements);**

**(8) Violation of Cal. Labor Code §§ 201,
202 and 203 (Final Wages Not Timely
Paid);**

**(9) Violation of Cal. Labor Code §§ 2800
and 2802 (Failure to Reimburse
Necessary Business Expenses); and**

**(10) Violation of Cal. Business &
Professions Code § 17200, *et seq.***

DEMAND FOR JURY TRIAL

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

6 **JURISDICTION AND VENUE**

7 1. This is a class action brought pursuant to California Code of Civil Procedure section
8 382.

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

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

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

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

26 **THE PARTIES**

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

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

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

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

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

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

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

23 13. Plaintiffs are informed and believe, and thereon allege, that each and all of the acts and
24 omissions alleged herein were performed by, or are attributable to O & A LINE MANAGEMENT,
25 LLC and/or DOES 1 through 25, each acting as the agent, employee, alter ego, and/or joint venturer
26 of, or working in concert with, each of the other co-Defendants and within the course and scope of
27 such agency, employment, joint venture, or concerted activity with legal authority to act on the others'
28 behalf. The acts of any and all Defendants represent and were in accordance with Defendants' official

1 policies.

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

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

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

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

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

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

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

23 **GENERAL ALLEGATIONS**

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

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

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

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

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

24 **CLASS ACTION ALLEGATIONS**

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

1 27. The proposed class is defined as follows:

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

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

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

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

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

- 18 i. Whether Defendants had a policy and practice of failing to pay minimum wages to
19 Plaintiffs and the other class members for all hours worked;
20 ii. Whether Defendants had a policy and practice of failing to pay overtime wages to
21 Plaintiffs and the other class members for all overtime hours worked;
22 iii. Whether Defendants had a policy and practice of failing to provide meal periods to
23 Plaintiffs and the other class members;
24 iv. Whether Defendants had a policy and practice of failing to provide rest periods to
25 Plaintiffs and the other class members;
26 v. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in
27 the State of California for all hours worked, and for all missed, short, late, and/or
28 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

1 *inter alia:*

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

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

16 39. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiffs
17 and the other class members for all hours they worked in violation of California Labor Code sections
18 1194, 1197, and 1197.1.

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

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

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

1 and interest thereon.

2 **SECOND CAUSE OF ACTION**

3 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

4 **Unpaid Overtime**

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

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

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

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

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

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

25 48. Plaintiffs and the other class members regularly worked in excess of eight (8) hours in
26 a day, in excess of twelve (12) hours in a day, in excess of forty (40) hours in a week and/or seven (7)
27 consecutive days in a workweek. However, Defendants did not record Plaintiffs and the other class
28 members’ actual hours worked and intentionally and willfully failed to pay all overtime wages owed

1 to Plaintiffs and the other class members. Defendants' failure to pay correct overtime wages included,
2 *inter alia*: (a) when the combined total of the off-the-clock work discussed *supra* and the on-the-clock
3 work exceed the number of hours that trigger the payment of overtime wages under Labor Code
4 sections 510 and 1198 and/or the applicable Wage Order; (b) when Defendants intentionally, willfully
5 and/or negligently mischaracterized overtime as regular rate/straight time or minimum wage, or
6 similarly mischaracterized double time as time-and-a-half, regular rate/straight time, or minimum
7 wage; (c) when Defendants assigned more work than could reasonably be completed in a workday or
8 workweek to Plaintiffs and class members, but refused to authorize the overtime necessary for them
9 to complete the assigned work; and (d) when Defendants failed to include all required wages and
10 renumeration when calculating setting the overtime rate.

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

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

17 **THIRD CAUSE OF ACTION**

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

19 **Meal Break Violations**

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

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

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

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

27 54. The applicable IWC Wage Order and California Labor Code section 512(a) provide
28 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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1 60. During the relevant time period, Defendants failed to pay Plaintiffs and the other class
2 members all meal period premiums due pursuant to California Labor Code section 226.7 and 512 and
3 the applicable Wage Order.

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

6 62. Pursuant to the applicable IWC Wage Order and California Labor Code section
7 226.7(b), Plaintiffs and the other class members are entitled to recover from Defendants one additional
8 hour of pay at their regular rate of compensation for each workday that a compliant meal
9 period was not provided.

10 **FOURTH CAUSE OF ACTION**

11 **VIOLATION OF LABOR CODE SECTION 226.7**

12 **Rest Break Violations**

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

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

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

18 65. California Labor Code section 226.7 provides that no employer shall require an
19 employee to work during any rest period mandated by an applicable order of the California IWC.

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

25 67. Defendants routinely required Plaintiffs and the other class members to work three and
26 one-half (3 ½) or more hours without authorizing or permitting a compliant ten (10) minute rest period
27 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.

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

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

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

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

16 **SIXTH CAUSE OF ACTION**

17 **CONVERSION**

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

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

21 80. At all times herein set forth, California Labor Code sections 350 *et seq.* regulate the
22 circumstances under which employees including Plaintiffs and the class members are entitled to
23 portions of gratuities left by patrons of Defendants. Cal. Lab. Code section 351 states in part: "Every
24 gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid,
25 given, or left for." Various courts and the California Labor Commissioner have considered the issue
26 of distribution of tips in a tipping pool, and while they have found that a tipping pool must be "fair
27 and reasonable" (*see generally, e.g., Leighton v. Old Heidelberg, Ltd.* (1990) 219 Cal. App. 3d 1062,
28 no court has interpreted Cal. Lab Code section 351 to allow for a tipping pool with distribution above

1 15% of the direct recipient's gratuities into a tip pool). *See, e.g., Avidor v. Sutters Place, Inc.* (2013)
2 212 Cal.App.4th 1439, 1454-1454.

3 81. Defendants wrongfully exercised dominion over gratuities through their practices of
4 withholding gratuities and putting an improperly large portion of them in tipping pools. Specifically,
5 Defendants employed a points system that, as applied, resulted in an improperly large portion of
6 Plaintiffs' and class members' tips being withheld. As a result of the practices described herein,
7 Defendants have converted gratuities that belonged to Plaintiffs and the class members.

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

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

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

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

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

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

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

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

26 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

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

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

8 **EIGHTH CAUSE OF ACTION**

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

10 **Final Wages Not Timely Paid**

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

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

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

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

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

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

11 101. As a result, Plaintiffs and the other class members are entitled to all available
12 statutory penalties, including the waiting time penalties provided in California Labor Code section
13 203, together with interest thereon, as well as other available remedies.

14 **NINTH CAUSE OF ACTION**

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

16 **Failure to Reimburse Necessary Business Expenses**

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

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

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

24 104. Plaintiffs and the other class members incurred necessary business-related expenses
25 and costs that were not fully reimbursed by Defendants, including, but not limited to the purchase of
26 dress-code compliant clothing and specific shoes required by Defendants, minor tools for Defendants
27 use (*e.g.*, wine keys, lighters, etc), and the usage of personal cell phones and related internet usage for
28 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

1 other class members;

2 6. For general unpaid wages and such general and special damages as may be appropriate;

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

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

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

9 10. For liquidated damages pursuant to California Labor Code section 1194.2;

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

11 **As to the Second Cause of Action**

12 12. That the Court declare, adjudge and decree that Defendants violated California Labor
13 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime
14 wages due to Plaintiffs and the other class members;

15 13. For general unpaid wages at overtime wage rates and such general and special
16 damages as may be appropriate;

17 14. For pre-judgment interest on any unpaid overtime compensation commencing from
18 the date such amounts were due;

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

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

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

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

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

- 1 19. For all actual, consequential, and incidental losses and damages, according to proof;
2 20. For premium wages pursuant to California Labor Code section 226.7(c);
3 21. For pre-judgment interest on any unpaid wages from the date such amounts were due;
4 22. For reasonable attorneys' fees and costs of suit incurred herein;
5 23. For such other and further relief as the Court may deem just and proper.

6 **As to the Fourth Cause Action**

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

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

- 13 26. For all actual, consequential, and incidental losses and damages, according to proof;
14 27. For premium wages pursuant to California Labor Code section 226.7(c);
15 28. For pre-judgment interest on any unpaid wages from the date such amounts were due;
16 29. For such other and further relief as the Court may deem just and proper.

17 **As to the Fifth Cause of Action**

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

- 21 31. For statutory penalties pursuant to California Labor Code section 210;
22 32. For such other and further relief as the Court deems just and proper.

23 **As to the Sixth Cause of Action**

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

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

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

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

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

8 **As to the Seventh Cause of Action**

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

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

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

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

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

17 **As to the Eight Cause of Action**

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

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

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

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

27 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.*

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I, Karina Hernandez, certify and declare as follows:

4 I am over eighteen years of age and not a party to the within action; my business address is
5 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On March 17, 2026, I served a copy
6 of the following document(s):

- 7 • **FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES**

8 On the interested parties as follows:

9 Shareef S. Farag
10 sfarag@bakerlaw.com
11 Nicholas D. Poper
12 npoper@bakerlaw.com
13 **BAKER & HOSTETLER LLP**
14 1900 Avenue of the Stars, Suite 2700
15 Los Angeles, CA 90067-4301
16 Tel: (310) 820-8800 / Fax: (310) 820-8859

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

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

23 State of California, Labor & Workforce Development Agency

24 Web URL:

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

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

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

Executed on March 17, 2026 at Beverly Hills, California.

/s/ *Karina Hernandez*

Karina Hernandez