

ELECTRONICALLY FILED
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 County of Solano
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 SERINA SANTIAGO, and all others similarly situated
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO
(UNLIMITED JURISDICTION)

SERINA SANTIAGO, on behalf of herself and
 all others similarly situated, and the general
 public, and as an “aggrieved employee” on
 behalf of other “aggrieved employees” and the
 State of California under the Labor Code Private
 Attorneys General Act of 2004,

Plaintiff(s),

vs.

GREEN VALLEY COUNTRY CLUB, a
 California nonprofit corporation; and DOES 1–
 50, inclusive,

Defendant(s).

Case No. CU26-08330

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

1. Failure to Pay All Wages Earned for All Hours Worked and Other Compensable Hours at the Correct Rates of Pay (Lab. Code §§ 221, 510, 1194, 1197, and 1198);
2. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
3. Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
4. Failure to Indemnify (Lab. Code §§ 1198 and 2802);
5. Wage Statement Penalties (Lab. Code § 226);
6. Waiting Time Penalties (Lab. Code § 203);
7. Unfair Competition (Bus. & Prof. Code §§ 17200, et seq.); and
8. Civil Penalties (Lab. Code §§ 2898, et seq.)



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JURY TRIAL DEMANDED

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1 Plaintiff, Serina Santiago (hereafter “Plaintiff” or “Santiago”), on behalf of herself and all
2 others similarly situated, the general public, and as an “aggrieved employee” on behalf of other
3 “aggrieved employees” and the State of California under the Labor Code Private Attorneys
4 General Act of 2004, complains and alleges as follows:

5 **I. INTRODUCTION**

6 1. Plaintiff brings this class action and representative for alleged violations of the
7 California Labor Code, Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage
8 Order”), and the California Business and Professions Code against Defendants Green Valley
Country Club and Does 1 through 50, inclusive (collectively, “Defendants”).

9 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to her
10 and other similarly situated workers for unpaid wages, statutory penalties, interest, and related
11 relief. These claims are based on Defendants’ failures to:

12 (A) Pay all wages, including minimum, regular, overtime, and double-time
13 wages, earned for all hours worked at the correct rates of pay;

14 (B) Provide all meal periods;

15 (C) Authorize and permit all rest breaks;

16 (D) Pay premium wages for unprovided meal periods;

17 (E) Pay premium wages for unprovided rest breaks;

18 (F) Indemnify for necessary work-related expenditures;

19 (G) Only deduct wages lawfully;

20 (H) Issue only accurate and complete itemized wage statements;

21 (I) Issue statements of sick leave available; and

22 (J) Timely pay wages upon termination of employment.

23 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
24 restitution, civil and statutory penalties, attorneys’ fees, costs, and related relief through this class
action.

25 **II. THE PARTIES**

26 3. Plaintiff Serina Santiago is a resident of California. At all relevant times, Plaintiff
27 was an “employee” within the meaning of Title 8 California Code of Regulations § 11050 and an
“aggrieved employee” within the meaning of Labor Code § 2699 (c).

28 4. Defendant Green Valley Country Club is a nonprofit corporation organized and



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1 existing under the laws of California and also a citizen of California based on Plaintiff's
2 information and belief.

3 5. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
4 participation in the conduct alleged herein of the Defendants sued as DOES 1-50, inclusive, but
5 is informed and believes and thereon alleges that said Defendants are legally responsible for the
6 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.
7 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE Defendants
8 when ascertained.

9 6. Plaintiff is informed and believes and thereon alleges that, at all relevant times
10 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
11 remaining defendants, and in doing the things hereinafter alleged, were acting or failing to act
12 within the course and scope of such agency, employment, direction and control, and with the
13 approval and ratification of each of the other Defendants.

14 7. At all relevant times, in perpetrating the acts and omissions alleged herein,
15 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack
16 of a practice which resulted in Defendants not compensating Plaintiff and the other Class
17 Members or otherwise complying with their rights in accordance with applicable California labor
18 laws as alleged herein.

19 8. At all relevant times, in perpetrating the acts and omissions alleged herein,
20 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice, or
21 lack thereof, which resulted in Defendants not paying Plaintiff and other members of the below-
22 described class in accordance with applicable laws as alleged herein.

23 III. CLASS ALLEGATIONS

24 9. This action has been brought and may be maintained as a class action pursuant to
25 California Code of Civil Procedure section 382 because there is a well-defined community of
26 interest among the persons who comprise the readily ascertainable class defined below and
27 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as
28 a class action.

10 **Class Definition:** The Class is defined as follows: All persons Defendants
11 employed in California as non-exempt, hourly employees, individuals performing work
12 comparable to the aforementioned, compensated comparably to the aforementioned, and



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1 individuals in similar positions, at any time during the period beginning four years prior to the
2 filing of this action and ending on the date that final judgment is entered in this action (“Class”
3 or “Class Members”).

4 11. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
5 right to amend or modify the class definition with greater specificity, by further division into
6 subclasses and/or by limitation to particular issues.

7 12. **Numerosity:** The Class Members are so numerous that the individual joinder of
8 each individual Class Member is impractical. While Plaintiff does not currently know the exact
9 number of Class Members, Plaintiff is informed and believes that the actual number exceeds the
10 minimum required for numerosity under California laws.

11 13. **Commonality and Predominance:** Common questions of law and fact exist as to
12 all Class Members and predominate over any questions which affect only individual Class
13 Members. These questions include, but are not limited to:

14 A. Whether Defendants failed to pay all wages earned to Class Members for
15 all hours worked at the correct rates of pay, including minimum, regular, overtime, double-time,
16 meal period premium, and rest period premium;

17 B. Whether Defendants unlawfully deducted wages from Class Members;

18 C. Whether Defendants failed to provide the Class Members with all meal
19 periods in compliance with California law;

20 D. Whether Defendants failed to authorize and permit the Class Members to
21 take all rest periods in compliance with California law;

22 E. Whether Defendants failed to indemnify the Class Members for the
23 reasonable expenses they incurred during the course of performing their duties;

24 F. Whether Defendants knowingly and intentionally failed to provide the
25 class with accurate and complete itemized wage statements;

26 G. Whether Defendants willfully failed to provide the class with timely final
27 wages;

28 H. Whether Defendants engaged in unfair competition within the meaning of
Business and Professions Code sections 17200, et seq., with respect to the Class; and

I. Whether Class Members are entitled to restitution of money or property
that Defendants may have acquired from them through alleged Labor Code violations.



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1 14. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims.
2 Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or
3 practice, or lack thereof, which resulted in Defendants failing to comply with the California Labor
4 Code, the Wage Order, and the Business and Professions Code.

5 15. **Adequacy of Class Representative:** Plaintiff is an adequate class representative
6 in that she has no interests that are adverse to, or otherwise in conflict with, the interests of absent
7 Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of Class
8 Members. Plaintiff will fairly and adequately represent and protect the interests of Class

9 16. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that
10 they have no known conflicts of interest with Plaintiff or absent Class Members, are experienced
11 in class action litigation, and are dedicated to vigorously prosecuting this action on behalf of
12 Plaintiff and absent Class Members.

13 17. **Superiority:** A class action is vastly superior to other available means for fair and
14 efficient adjudication of Class Members' claims and would be beneficial to the parties and the
15 Court. Class action treatment will allow a number of similarly situated persons to simultaneously
16 and efficiently prosecute their common claims in a single forum without the unnecessary
17 duplication of effort and expense that numerous individual actions would entail. In addition, the
18 monetary amounts due to many individual Class Members are likely to be relatively small and
19 would thus make it difficult, if not impossible, for individual Class Members to both seek and
20 obtain relief. Moreover, a class action will serve an important public interest by permitting Class
21 Members to effectively pursue the recovery of monies owed to them. Further, a class action will
22 prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

23 **IV. STATEMENT OF FACTS**

24 18. The Wage Order applies to "all persons employed in the public housekeeping
25 industry whether paid on a time, piece rate, commission, or other basis." Wage Order, § 1. The
26 Wage Order defines "Public Housekeeping Industry" to mean

27 any industry, business, or establishment which provides meals, housing, or
28 maintenance services whether operated as a primary business or when incidental
to other operations in an establishment not covered by an industry order of the
Commission, and includes, but is not limited to the following:



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- (1) Restaurants, night clubs, taverns, bars, cocktail lounges, lunch counters, cafeterias, boarding houses, clubs, and all similar establishments where food in either solid or liquid form is prepared and served to be consumed on the premises;
- (2) Catering, banquet, box lunch service, and similar establishments which prepare food for consumption on or off the premises;
- (3) Hotels, motels, apartment houses, rooming houses, camps, clubs, trailer parks, office or loft buildings, and similar establishments offering rental of living, business, or commercial quarters;
- (4) Hospitals, sanitariums, rest homes, child nurseries, child care institutions, homes for the aged, and similar establishments offering board or lodging in addition to medical, surgical, nursing, convalescent, aged, or child care;
- (5) Private schools, colleges, or universities, and similar establishments which provide board or lodging in addition to educational facilities;
- (6) Establishments contracting for development, maintenance or cleaning of grounds; maintenance or cleaning of facilities and/or quarters of commercial units and living units; and
- (7) Establishments providing veterinary or other animal care services.

Wage Order, § 2(P). Defendants, Santiago, and all of the Class Members were covered by the Wage Order because Defendants operated, and Santiago and all of the Class Members worked for, one or more clubs and establishments where food was sold. Accordingly, Santiago and all of the other Class Members are entitled to the protections the Wage Order provides.

19. On or about October 20, 2021, Defendants began to employ Santiago in Fairfield, California, in the position of hourly, non-exempt bartender and server. Defendants continuously employed her in that capacity until on or about November 15, 2025, when her employment ended.

20. At all relevant times, Defendants issued wages to Santiago and all of the other Class Members on a semimonthly (24 paychecks/year) basis and paid them by the hour. At all relevant times, Defendants classified Santiago and all of the other Class Members as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

21. Defendants failed to compensate Santiago and all of the other Class Members for all hours worked at the applicable minimum or regular rates of pay. Defendants required Santiago and the Class Members to work off the clock without compensation. Defendants required



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1 Santiago and the Class Members to clock out during their meal periods and continue working off
2 the clock and without compensation. Defendants often updated their menus and wine lists and
3 required Santiago and the Class Members to review and memorize them. Defendants, however,
4 did not provide Santiago and the Class Members time to review these menus on the clock and
5 during their scheduled shifts. Therefore, Santiago and the Class Members had no choice but to
6 review and memorize these menus and wine lists off the clock and without compensation.

7 22. Defendants failed to compensate Santiago and all of the other Class Members at
8 the correct rates of pay for all hours worked over eight in a day, over 40 in a week, and for the
9 first eight hours of the seventh day of the workweek. Defendants required Santiago and the Class
10 Members to work off the clock and without compensation. This often resulted in unpaid overtime
11 wages.

12 23. At all relevant times, Defendants failed to provide Santiago and all of the other
13 Class Members with all timely 30-minute, off-duty meal periods. Due to their workload,
14 Defendants required Santiago and the Class Members to either clock out for their meal periods
15 and continue working off the clock or to take late meal periods. Further, if the employees tried to
16 take their meal periods inside the club, they were often interrupted by the customers. Defendants
17 required Santiago and the Class Members to attend to the customers and respond to their inquiries
18 at all times even if they were clocked out during their meal periods. Defendants also failed to pay
19 premium wages for days on which they failed to provide Santiago and all of the other Class
20 Members with meal periods as required by law.

21 24. At all relevant times, Defendants failed to authorize and permit Santiago and all
22 of the other Class Members to take ten-minute, off-duty, paid rest breaks every four hours worked
23 or major portion thereof. Due to their workload, Defendants never provided Santiago and the
24 Class Members with rest breaks. Defendants also failed to pay premium wages for days on which
25 they failed to authorize and permit Santiago and all of the other Class Members to take rest breaks
26 as required by law.

27 25. At all relevant times, Defendants required Santiago and all of the other Class
28 Members to incur certain business expenses in the course of performing their duties. Defendants
required Santiago and all of the other Class Members to supply mobile phones to perform their
job duties. However, Defendants did not provide these items and did not reimburse Santiago and
the other Class Members for these items.



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1 26. Defendants unlawfully deducted wages belonging to Santiago and all of the other
2 Class Members. Due to their workload, Defendants required Santiago and the Class Members to
3 clock out for their meal periods and continue working off the clock.

4 27. At all relevant times, Defendants failed to issue to Santiago and all of the other
5 Class Members complete and accurate wage statements that state all hours worked at the correct
6 rates of pay, and all wages earned. Defendants knowingly and intentionally failed to state on the
7 wage statements they issued to Santiago and all of the other Class Members the unpaid wages
8 discussed above. The wage statements fail to state all regular wages earned, all minimum wages
9 earned, all overtime wages earned, all meal period premium wages earned, all rest break premium
10 wages earned, all unlawfully deducted wages, and other required information.

11 28. For the period after June 15, 2024, Defendants failed to provide Santiago and all
12 of the other Class Members with statements of sick leave available, or paid time off in lieu of sick
13 leave.

14 29. Defendants also failed to timely pay Santiago and all of the other Class Members
15 all earned wages as described above during and at the conclusion of employment.

16 30. For the reasons stated herein, Plaintiff alleges that as a result of Defendants'
17 unlawful practices and policies, Plaintiff and the Class Members were:

- 18 A. Not provided with all off-duty meal periods;
- 19 B. Not authorized and permitted to take all rest break periods;
- 20 C. Not paid one hour's pay for each workday in which Defendants failed to
21 authorize and permit them to take one or more timely rest periods;
- 22 D. Not paid one hour's pay for each workday in which Defendants failed to
23 provide them with one or more timely meal periods;
- 24 E. Not paid all wages earned, including, but not limited to, minimum, regular,
25 overtime, and double-time wages for work performed while clocked out;
- 26 F. Not indemnified for all necessary business expenditures incurred during
27 the discharge of their duties;
- 28 G. Not provided with accurate and complete wage statements; and
- H. Not timely paid all earned and unpaid wages at the time their employment
ended.

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1 **FIRST CAUSE OF ACTION**

2 **FAILURE TO PAY, DEDUCTING, OR WITHHOLDING ALL WAGES AT THE**
3 **CORRECT RATES**

4 **Lab. Code §§ 221, 510, 1194, 1197, and 1198**

5 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

6 31. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

7 32. At all relevant times, Plaintiff and the Class Members have been non-exempt
8 employees entitled to the protections of both the Labor Code and the Wage Order.

9 **A. FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED AT**
10 **THE CORRECT RATES OF PAY**

11 33. Section 2 of the Wage Order defines “hours worked” as “the time during which an
12 employee is subject to the control of an employer, and includes all the time the employee is
13 suffered or permitted to work, whether or not required to do so.”

14 34. Section 3 of the Wage Order states:

15 (A) Daily Overtime - General Provisions

16 (1) The following overtime provisions are applicable to
17 employees 18 years of age or over and to employees 16 or
18 17 years of age who are not required by law to attend
19 school and are not otherwise prohibited by law from
20 engaging in the subject work. Such employees shall not be
21 employed more than eight (8) hours in any workday or
22 more than 40 hours in any workweek unless the employee
23 receives one and one-half (1 ½) times such employee’s
24 regular rate of pay for all hours worked over 40 hours in
25 the workweek. Eight (8) hours of labor constitutes a day’s
26 work. Employment beyond eight (8) hours in any workday
27 or more than six (6) days in any workweek is permissible
28 provided the employee is compensated for such overtime
at not less than:

(a) One and one-half (1 ½) times the employee’s
regular rate of pay for all hours worked in excess of
eight (8) hours up to and including 12 hours in any
workday, and for the first eight (8) hours worked on
the seventh (7th) consecutive day of work in a
workweek.



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(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one-fortieth (1/40) of the employee's weekly salary.

35. Section 4 of the Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consists of all hours that an employer has actual or constructive knowledge that employees are working.

36. Labor Code section 510 states:

Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee. Nothing in this section requires an employer to combine more than one rate of overtime compensation in order to calculate the amount to be paid to an employee for any hour of overtime work.

37. Labor Code section 1194 invalidates any agreement between an employer and an employee to work for less than the minimum wage required under the applicable Wage Order.

38. Labor Code section 1197 makes it unlawful for an employer to pay an employee less than the minimum wage required under the applicable Wage Order for all hours worked during a payroll period.

39. Labor Code section 1198 makes it unlawful for an employer to employ an employee under conditions that violate the Wage Order.

40. In conjunction, these provisions of the Labor Code require employers to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including unrecorded hours when the employer knew or reasonably should have known



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1 that employees were working during those hours (see *Morillion v. Royal Packing Co.* (2000) 22
2 Cal.4th 575, 585.)

3 41. As discussed above, at all relevant times during the applicable limitations period,
4 Defendants failed to compensate Plaintiff and the Class Members for all hours worked, including,
5 but not limited to, minimum, regular, overtime, and double-time wages for all minimum, regular,
6 overtime, and double-time hours, respectively, that they worked at the correct rates of pay.

7 42. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
8 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
9 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
10 rates of pay as required by California law.

11 43. As a result of Defendants' unlawful conduct, Plaintiff and the other Class
12 Members have suffered damages in an amount, subject to proof, to the extent they were not paid
13 the full amount of wages earned during each pay period during the applicable limitations period.

14 44. Pursuant to Labor Code section 1194, Plaintiff, on behalf of herself and Class
15 Members, seeks to recover unpaid wages, liquidated damages in amounts equal to the amounts of
16 unpaid wages, interest thereon, and awards of reasonable costs and attorneys' fees, all in amounts
17 subject to proof.

18 **B. UNLAWFUL WAGE DEDUCTIONS**

19 45. Under Labor Code § 221, "It shall be unlawful for any employer to collect or
20 receive from an employee any part of wages theretofore paid by said employer to said employee."
21 The Defendants deducted wages from the wages earned by Santiago and all of the other Class
22 Members for hours spent working or in on-duty meal periods in violation of Labor Code § 221.

23 46. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
24 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
25 deduction of wages belonging to Plaintiff and the other Class Members in violation of California
26 law.

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SECOND CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS

Lab. Code §§ 226.7 and 512

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

47. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

48. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 226.7, 512, and 1198, and the Wage Order.

49. In relevant part, California Labor Code § 1198 states:

The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.

50. In relevant part, California Labor Code § 512 states:

An employer shall not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee.

An employer shall 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.

51. In relevant part, Section 11 of the Wage Order states:

Meal Periods

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved



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1 of all duty during a 30 minute meal period, the meal period
2 shall be considered an 'on duty' meal period and counted
3 as time worked. An 'on duty' meal period shall be
4 permitted only when the nature of the work prevents an
5 employee from being relieved of all duty and when by
6 written agreement between the parties an on-the-job paid
7 meal period is agreed to. The written agreement shall state
8 that the employee may, in writing, revoke the agreement at
9 any time.

10 (B) If an employer fails to provide an employee a meal period
11 in accordance with the applicable provisions of this Order,
12 the employer shall pay the employee one (1) hour of pay at
13 the employee's regular rate of compensation for each work
14 day that the meal period is not provided.

15 52. In relevant part, California Labor Code § 226.7 states:

16 (b) An employer shall not require an employee to work during
17 a meal or rest period mandated pursuant to an applicable
18 statute, or applicable regulation, standard, or order of the
19 Industrial Welfare Commission, the Occupational Safety
20 and Health Standards Board, or the Division of
21 Occupational Safety and Health.

22 (c) If an employer fails to provide an employee a meal period
23 or rest period in accordance with a state law, including, but
24 not limited to, an applicable statute or applicable
25 regulation, standard, or order of the Industrial Welfare
26 Commission, the Occupational Safety and Health
27 Standards Board, or the Division of Occupational Safety
28 and Health, the employer shall pay the employee one
additional hour of pay at the employee's regular rate of
compensation for each work day that the meal or rest
period is not provided.

53. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the
Class Members were entitled to uninterrupted meal periods of at least 30 minutes for each day
they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled
to a second 30-minute meal period when they worked more than 10 hours in a workday.

54. As discussed above, at all relevant times, Defendants failed to provide Plaintiff
and the Class Members with all timely rest and meal periods. Defendants denied Plaintiff and the
other Class Members their 30-minute off-duty meal period within the first five hours of work.



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1 Furthermore, Defendants failed to pay premium wages for days on which they failed to provide
2 Plaintiff and the other Class Members with timely meal periods.

3 55. Defendants intentionally failed to provide Plaintiff and the Class Members with
4 all required 30-minute, duty-free meal periods in accordance with the Wage Order.

5 56. Plaintiff is informed and believes and thereon alleges that, at all relevant times
6 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
7 which resulted in Defendants not providing Plaintiff and the Class Members with all off-duty
8 meal periods required by California law.

9 57. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
10 suffered damages in amounts subject to proof to the extent they were not paid additional wages
11 owed for all meal periods not provided to them.

12 58. By reason of the above, Plaintiff and the Class Members are entitled to premium
13 wages for workdays in which one or more meal periods were not provided to them pursuant to
14 California Labor Code § 226.7.

15 **THIRD CAUSE OF ACTION**

16 **FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**

17 **Lab. Code § 226.7**

18 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

19 59. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

20 60. At all relevant times during the applicable limitations period, Plaintiff and the
21 Class Members have been employees of Defendants and entitled to the benefits and protections
22 of California Labor Code §§ 226.7 and 1198, and the Wage Order.

23 61. In relevant part, California Labor Code § 1198 states:

24 The maximum hours of work and the standard conditions of labor
25 fixed by the commission shall be the maximum hours of work and
26 the standard conditions of labor for employees. The employment
27 of any employee for longer hours than those fixed by the order or
28 under conditions of labor prohibited by the order is unlawful.

62. In relevant part, Section 12 of the Wage Order states:

Rest Periods



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(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized 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. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If 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 work day that the rest period is not provided.

63. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal period or rest 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 Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

64. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be authorized and permitted to take net rest breaks of at least ten minutes for each four-hour period of work, or major fraction thereof.

65. Defendants intentionally failed to authorize and permit Plaintiff and the Class Members to take all 10-minute rest periods free from any work duties in accordance with the Wage Order.

66. As discussed above, at all relevant times, Defendants failed to authorize and permit



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1 Plaintiff and the Class Members to take all timely rest periods. Furthermore, Defendants failed to
2 pay premium wages to Plaintiff and the Class Members for days on which they failed to authorize
3 and permit Plaintiff and the other Class Members to take timely rest periods.

4 67. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
5 Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or major
6 fraction thereof. Defendants did not seek an exemption from the rest period protections of the
7 Wage Order from the California Division of Labor Standards Enforcement. Moreover,
8 Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they failed
9 to authorize and permit them to take 10-minute rest periods every four hours worked or major
fraction thereof.

10 68. Plaintiff is informed and believes and thereon alleges that, at all relevant times
11 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
12 which resulted in Defendants not authorizing and permitting Plaintiff and the Class Members to
13 take all rest breaks required by California law.

14 69. Defendants failed to provide Plaintiff with all required rest breaks in accordance
15 with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at relevant times
16 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
17 which resulted in Defendants not providing the Class Members with all rest breaks required by
California law.

18 70. Defendants failed to pay Plaintiff the additional wages required by California
19 Labor Code § 226.7 for all rest breaks not provided to her. Plaintiff is informed and believes and
20 thereon alleges that, at relevant times within the applicable limitations period, Defendants have
21 maintained a policy, practice, or a lack of a policy which resulted in Defendants not providing the
22 Class Members with additional wages for all rest breaks not provided to them as required by
California Labor Code § 226.7.

23 71. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
24 suffered damages in amounts subject to proof to the extent they were not paid additional wages
25 owed for all rest breaks not provided to them.

26 72. By reason of the above, Plaintiff and the Class Members are entitled to premium
27 wages for workdays in which one or more rest breaks were not provided to them pursuant to
28 California Labor Code § 226.7.



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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO INDEMNIFY**

3 **Lab. Code § 2802**

4 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

5 73. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

6 74. In pertinent part, California Labor Code § 2802(a) states: “An employer shall
7 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct
8 consequence of the discharge of his or her duties.”

9 75. California Labor Code § 1198 prohibits employers from employing their
10 employees under conditions prohibited by the Wage Order.

11 76. At all relevant times, Defendants required Plaintiff and the Class Members to incur
12 certain business expenses in the course of performing their duties.

13 77. As described above, Defendants required Santiago and all of the other Class
14 Members to incur certain business expenses in the course of performing their duties. Defendants
15 required Santiago and all of the other Class Members to supply mobile phones to perform their
16 job duties. However, Defendants did not provide these items and did not reimburse Santiago and
17 the other Class Members for these items.

18 78. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
19 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants’
20 failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred
21 during the course of performing their duties.

22 79. By reason of the above, Plaintiff and the Class Members are entitled to
23 reimbursement for all necessary expenditures and losses and interest due and owing within four
24 (4) years of the date of the filing of the Complaint until the date of entry of judgment pursuant to
25 California Labor Code § 2802(b). Further, Plaintiff, on behalf of herself and the members of the
26 Class, seeks reasonable attorneys’ fees pursuant to Labor Code § 2802(c).

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FIFTH CAUSE OF ACTION

FAILURE TO ISSUE ACCURATE AND COMPLETE WAGE STATEMENTS

Lab. Code §§ 226 and 226.2

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

A. FAILURE TO PROVIDE ACCURATE AND COMPLETE WRITTEN WAGE STATEMENTS

80. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

81. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement showing:

A. Gross wages earned;

B. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

C. The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;

D. All deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item;

E. Net wages earned;

F. The inclusive dates of the period for which the employee is paid;

G. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;

H. The name and address of the legal entity that is the employer; and

I. All applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

82. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if the employer fails to provide accurate and complete information as required by California Labor Code § 226(a) and the employee cannot “promptly and easily determine” from the wage statement



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1 alone one or more of the following:

2 A. The amount of the gross wages or net wages paid to the employee during
3 the pay period or any of the other information required to be provided on the itemized wage
4 statement pursuant to California Labor Code § 226(a);

5 B. Which deductions the employer made from gross wages to determine the
6 net wages paid to the employee during the pay period;

7 C. The name and address of the employer and, if the employer is a farm labor
8 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
9 and address of the legal entity that secured the services of the employer during the pay period;

10 D. The name of the employee and only the last four digits of his or her social
11 security number or an employee identification number other than a social security number; and

12 E. The number of piece-rate units earned and the piece rate.

13 83. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
14 means a reasonable person would be able to readily ascertain the information without reference
15 to other documents or information.

16 84. As alleged herein, at all relevant times during the applicable limitations period,
17 Defendants violated California Labor Code section 226 because they did not properly and
18 accurately itemize each employee’s gross wages earned, net wages earned, the total hours worked,
19 the corresponding number of hours worked at each rate by the employee and other requirements
20 of California Labor Code section 226. Defendants failed to state in the wage statements they
21 issued to Plaintiff and the other Class Members all their hours worked and wages earned,
22 including, but not limited to, regular and overtime wages for work they performed off the clock
23 (as described above). Defendants knowingly and intentionally did not issue either as a detachable
24 part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid
25 by personal check or cash, statements to Plaintiff and the Class Members that state all regular
26 wages earned, all minimum wages earned, all overtime wages earned, all meal period premium
27 wages earned, all rest break premium wages earned, all unlawfully deducted wages.

28 85. Defendants’ failure to provide Plaintiff and the other Class Members with accurate
wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and
the other Class Members with accurate wage statements but intentionally provided wage
statements that Defendants knew were not accurate.



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1 86. As a result of being provided with inaccurate wage statements by Defendants,
2 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive accurate
3 wage statements were violated and they were misled about the amount of wages they had actually
4 earned and were owed. In addition, the absence of accurate information on their wage statements
5 prevented immediate challenges to Defendants' unlawful pay practices, has required discovery
6 and mathematical computations to determine the amounts of wages owed, has caused difficulty
7 and expense in attempting to reconstruct time and pay records and/or has led to the submission of
8 inaccurate information about wages to state and federal government agencies. Further, Plaintiff
9 and the other Class Members were not able to ascertain from the wage statements whether
10 Defendants complied with their obligations under California Labor Code section 226(a).

11 **B. FAILURE TO PROVIDE NOTICE OF AVAILABLE SICK LEAVE**

12 87. Labor Code § 246 states

13 An employer shall provide an employee with written notice that sets forth the
14 amount of paid sick leave available, or paid time off leave an employer provides
15 in lieu of sick leave, for use on either the employee's itemized wage statement
16 described in Section 226 or in a separate writing provided on the designated pay
17 date with the employee's payment of wages.

18 Lab. Code § 246(h) (effective July 1, 2015).

19 89. As discussed above, as a matter of policy and practice, Defendants failed to
20 provide Santiago and all of the other Class Members with an itemized wage statement or separate
21 writing that set forth the amount of paid sick leave available.

22 88. Pursuant to California Labor Code § 226(e), Plaintiff and the other Class Members
23 are entitled to recover the greater of actual damages, or penalties of fifty dollars (\$50) for the
24 initial pay period in which a violation of California Labor Code § 226(a) occurred and one
25 hundred dollars for each violation of California Labor Code § 226(a) in a subsequent pay period,
26 not to exceed an aggregate penalty of four thousand dollars (\$4,000) per Class Member, and are
27 also entitled to an award of costs and reasonable attorneys' fees.

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SIXTH CAUSE OF ACTION

WILLFUL FAILURE TO TIMELY PAY FINAL WAGES

Lab. Code §§ 201, 202, and 203

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

89. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

90. At all relevant times during the applicable limitations period, Plaintiff and the Class have been non-exempt employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 201, 202, and 203, and the Wage Order.

91. Labor Code § 201 provides that all earned and unpaid wages of an employee who is discharged are due and payable immediately at the time of discharge.

92. Labor Code § 202 provides that all earned and unpaid wages of an employee who quits after providing at least 72 hours' notice before quitting are due and payable at the time of quitting and that all earned and unpaid wages of an employee who quits without providing at least 72 hours' notice before quitting are due and payable within 72 hours.

93. Defendants failed to pay Santiago and all of the other Class Members whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Santiago, including minimum wages, regular wages, overtime wages, unprovided meal period premium wages, unprovided rest break premium wages, and deducted wages.

94. By failing to pay such earned wages to Plaintiff and the Class Members, Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code § 201 or § 202.

95. Plaintiff is informed and believes that Defendants' failures to timely pay Plaintiff and the Class Members all of their earned and unpaid wages (described above) have been willful in that, at all relevant times, Defendants have deliberately maintained policies and practices that violate the requirements of the Labor Code and the Wage Order, even though at all relevant times, they have had the ability to comply with those legal requirements.

96. Pursuant to Labor Code § 203, Plaintiff seeks waiting time penalties on behalf of herself and the Class, in amounts subject to proof not to exceed 30 days of waiting time penalties for each Class Member.

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SEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

Bus. & Prof. Code §§ 17200, *et seq.*

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

97. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

98. At all relevant times during the applicable limitations period, Plaintiff and the Class Members have been employees of Defendants and entitled to the benefits and protections of the Business and Professions Code §§ 17200, *et seq.*

99. The unlawful conduct of Defendants alleged herein amounts to and constitutes unfair competition within the meaning of California Business & Professions Code §§ 17200, *et seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly gained a competitive advantage over other comparable companies doing business in California that comply with their legal obligations to compensate employees for all earned wages.

100. As a result of Defendants' unfair competition as alleged herein, Plaintiff and the Class Members have suffered injuries in fact and lost money or property. Plaintiff and the Class Members were deprived of minimum wages, regular wages, overtime wages, double-time wages, missed meal period premium wages, missed rest period premium wages, phone expenses, unlawfully deducted wages, and comparable money and property.

101. Pursuant to California Business & Professions Code § 17203, Plaintiff and the Class Members are entitled to restitution of all monies rightfully belonging to them that Defendants did not pay them or otherwise retained by means of their unlawful and unfair business practices.

102. Plaintiff and the Class Members are entitled to reasonable attorneys' fees in connection with their unfair competition claims pursuant to California Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

EIGHTH CAUSE OF ACTION

CIVIL PENALTIES

Lab. Code §§ 2698, *et seq.*

**(By Plaintiff, on behalf of herself, the Aggrieved Employees, and the State of California,
against all Defendants)**

103. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.



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104. The “Aggrieved Employees” are all members of the Class defined above who Defendants employed during the period beginning June 29, 2025, and ending on the date that final judgment is entered in this action.

105. Labor Code § 204 states

(a) All wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. ...

(b) (1) Notwithstanding any other provision of this section, 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.

(2) An employer is in compliance with the requirements of subdivision (a) of Section 226 relating to total hours worked by the employee, if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in a subsequently issued paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.

(c) However, when employees are covered by a collective bargaining agreement that provides different pay arrangements, those arrangements shall apply to the covered employees.

(d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

106. Defendants paid wages to employees on regular intervals. Defendants, however, failed to pay Plaintiff on such intervals for all wages earned and all hours worked. On information and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved Employees on such intervals for all wages earned and all hours worked.

107. During the applicable time period, Defendants violated California Labor Code §§ 201, 202, 203, 204, 221, 226, 226.7, 246, 510, 512, 1194, 1197, 1198, and 2802.

108. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on behalf of themselves and other current or former employees, to bring a civil action to recover civil



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1 penalties pursuant to the procedures specified in California Labor Code § 2699.3.

2 109. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff, the State, and the
3 Aggrieved Employees, are entitled to recover civil penalties for each of the Defendants' violations
4 of California Labor Code §§ 201, 202, 203, 204, 221, 226, 226.7, 246, 510, 512, 1194, 1197,
5 1198, and 2802 during the applicable limitations period in the following amounts:

- 6 a) For violations of California Labor Code § 204, one hundred dollars (\$100.00) for
7 each Aggrieved Employee for each initial violation and two hundred dollars
8 (\$200.00) for each Aggrieved Employee for each subsequent, willful or intentional
9 violation (penalty amounts established by California Labor Code § 210).
- 10 b) For violations of California Labor Code § 221, one hundred dollars (\$100.00) for
11 each Aggrieved Employee for each initial violation of Labor Code § 221, and two
12 hundred dollars (\$200.00) for each Aggrieved Employee for each subsequent
13 violation, or any willful or intentional violation of Labor Code § 221, plus 25% of
14 the amount unlawfully withheld from each aggrieved employee (penalties set by
15 Labor Code § 225.5)
- 16 c) For violations of California Labor Code § 226(a), two hundred fifty dollars
17 (\$250.00) for each Aggrieved Employee for initial violation and one thousand
18 dollars (\$1,000.00) for each Aggrieved Employee for each subsequent violation
19 (penalty amounts established by California Labor Code § 226.3); Alternatively,
20 one hundred dollars (\$100) for each aggrieved employee per pay period;
21 Alternatively, twenty-five dollars (\$25) for each aggrieved employee per pay
22 period if the employee could promptly and easily determine from the wage
23 statement alone the accurate information specified by subdivision (a) of Section
24 226; and Alternatively, fifty dollars (\$50) for each aggrieved employee per pay
25 period if the alleged violation resulted from an isolated, nonrecurring event that
26 did not extend beyond the lesser of 30 consecutive days or four consecutive pay
27 periods.
- 28 d) For violations of California Labor Code §§ 510 and 512, fifty dollars (\$50.00) for
each Aggrieved Employee for initial violation and one hundred dollars (\$100.00)
for each Aggrieved Employee for each subsequent violation, per pay period
(penalty amounts established by California Labor Code § 558).



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1 e) For violations of California Labor Code § 1197, one hundred dollars (\$100.00) for
2 each Aggrieved Employee for each initial and intentional violation and two
3 hundred fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent
4 violation, per pay period (regardless of whether the initial violations were
5 intentionally committed) (penalty amounts established by California Labor Code
6 § 1197.1).

7 f) For violations of California Labor Code §§ 201, 202, 203, 226.7, 246, 1194, 1198,
8 and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay
9 period for each initial violation and two hundred dollars (\$200.00) for each
10 Aggrieved Employee per pay period for each subsequent violation (penalty
11 amounts established by California Labor Code § 2699(f)(2)).

12 110. Plaintiff has complied with the procedures for bringing suit specified in California
13 Labor Code § 2699.3. By letter dated June 29, 2026, Plaintiff filed written notice online with the
14 Labor and Workforce Development Agency (“LWDA”) and gave written notice by certified mail
15 to Defendants of the specific provisions of the California Labor Code alleged to have been
16 violated, including the facts and theories to support the alleged violations. A true and correct copy
17 of the notice to the LWDA dated June 29, 2026 is attached as Exhibit A. Plaintiff submitted her
18 LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to take action in response
19 within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff anticipates that the LWDA
20 will provide written notice to Plaintiff informing her that it does not intend to investigate these
21 allegations.

22 111. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
23 Employees are entitled to an award of civil penalties, reasonable attorney’s fees and costs in
24 connection with their claims for civil penalties.

25 **V. PRAYER FOR RELIEF**

26 112. WHEREFORE, Plaintiff, on behalf of herself and the Class Members, prays for
27 relief and judgment against Defendants as follows:

- 28 A. An order that the action be certified as a class action with respect to
Plaintiff’s claims for violations of California law;
B. An order that Plaintiff be appointed class representative;
C. An order that counsel for Plaintiff be appointed class counsel;



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1 D. Unpaid wages, including minimum, regular, overtime, double-time, split
2 shift, vacation, missed meal period, missed rest period, nonproductive time, rest and recovery
3 time, and reporting time wages;

4 E. Liquidated damages;

5 F. Statutory penalties, including waiting time penalties;

6 G. Civil penalties;

7 H. Restitution;

8 I. Declaratory relief;

9 J. Actual damages;

10 K. Pre-judgment interest;

11 L. Costs of suit;

12 M. Reasonable attorneys' fees; and

13 N. Such other relief as the Court deems just and proper.

14 **VI. DEMAND FOR JURY TRIAL**

15 Plaintiff, on behalf of herself and all other Class Members, hereby demands a jury trial on
16 all issues so triable.

17 Respectfully submitted,

18 THE SPIVAK LAW FIRM

19 Dated: September 9, 2026

20 By: 

21 DAVID G. SPIVAK
22 CAROLINE TAHMASSIAN,
23 Attorneys for Plaintiff(s), SERINA
24 SANTIAGO, and all others similarly
25 situated



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EXHIBIT A



THE SPIVAK LAW FIRM

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SENT BY ELECTRONIC SUBMISSION, CERTIFIED MAIL, AND EMAIL

June 29, 2026

Attn: PAGA Administrator
Labor and Workforce Development Agency
<http://dir.tflaforms.net>
Via Electronic Submission

Re: Serina Santiago / Green Valley Country Club

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Serina Santiago (hereafter “Santiago” or “Complainant”) provides notice that Green Valley Country Club, a California nonprofit corporation, and related entities (collectively “the Green Valley Employers” or “the Green Valley Employers”) violated her rights and those of all other individuals the Green Valley Employers have employed or otherwise contracted with in California as non-exempt, hourly employees, individuals performing work comparable to the aforementioned, and individuals in similar positions (hereafter the “Aggrieved Employees”) under Labor Code sections 201, 202, 203, 204, 226.7, 226, 246, 510, 512, 1197, 1198, 2802, and other Labor Code statutes. On behalf of herself and all other Aggrieved Employees, Santiago hereby provides this notice to the Labor & Workforce Development Agency and the Green Valley Employers and their agents and representatives.

At all relevant times, the Green Valley Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Santiago and all of the other Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage Order”) section 2, subdivision (F) and “Aggrieved Employees” within the meaning of Labor Code section 2699(c).

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Statement of Facts

On approximately October 20, 2021, the Green Valley Employers began to employ Santiago in Fairfield, California in the position of hourly, non-exempt bartender and server. The Green Valley Employers continuously employed her in that capacity until on or about November 15, 2025 when her employment ended.

At all relevant times, the Green Valley Employers issued wages to Santiago and all of the other Aggrieved Employees on a semimonthly (24 paychecks/year) basis and paid them by the hour. At all relevant times, the Green Valley Employers classified Santiago and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

The Green Valley Employers failed to compensate Santiago and all of the other Aggrieved Employees for all hours worked at the applicable minimum or regular rates of pay. The Green Valley Employers required Santiago and the Aggrieved Employees to work off the clock without compensation. The Green Valley Employers required Santiago and the Aggrieved Employees to clock out during their meal periods and continue working off the clock and without compensation. The Green Valley Employers often updated their menus and wine lists and required Santiago and the Aggrieved Employees to review and memorize them. The Green Valley Employers, however, did not provide Santiago and the Aggrieved Employees time to review these menus on the clock and during their scheduled shifts. Therefore, Santiago and the Aggrieved Employees had no choice but to review and memorize these menus and wine lists off the clock and without compensation.

The Green Valley Employers failed to compensate Santiago and all of the other Aggrieved Employees at the correct rates of pay for all hours worked over eight in a day, over 40 in a week, and for the first eight hours of the seventh day of the workweek. Green Valley Employer required Santiago and the Aggrieved Employees to work off the clock and without compensation. This often resulted in unpaid overtime wages.

At all relevant times, the Green Valley Employers failed to provide Santiago and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal periods. Due to their workload, the Green Valley Employers required Santiago and the Aggrieved Employees to either clock out for their meal periods and continue working off the clock or to take late meal periods. Further, if the employees tried to take their meal periods

inside the club, they were often interrupted by the customers. The Green Valley Employers required Santiago and the Aggrieved Employees to attend to the customers and respond to their inquiries at all times even if they were clocked out during their meal periods. The Green Valley Employers also failed to pay premium wages for days on which they failed to provide Santiago and all of the other Aggrieved Employees with meal periods as required by law.

At all relevant times, the Green Valley Employers failed to authorize and permit Santiago and all of the other Aggrieved Employees to take ten-minute, off-duty, paid rest breaks every four hours worked or major portion thereof. Due to their workload, the Green Valley Employers never provided Santiago and the Aggrieved Employees with rest breaks. The Green Valley Employers also failed to pay premium wages for days on which they failed to authorize and permit Santiago and all of the other Aggrieved Employees to take rest breaks as required by law.

At all relevant times, the Green Valley Employers required Santiago and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The Green Valley Employers required Santiago and all of the other Aggrieved Employees to supply mobile phones to perform their job duties. However, the Green Valley Employers did not provide these items and did not reimburse Santiago and the other Aggrieved Employees for these items.

The Green Valley Employers unlawfully deducted wages belonging to Santiago and all of the other Aggrieved Employees. Due to their workload, the Green Valley Employers required Santiago and the Aggrieved Employees to either clock out for their meal periods and continue working off-the-clock.

At all relevant times, the Green Valley Employers failed to issue to Santiago and all of the other Aggrieved Employees complete and accurate wage statements that state all hours worked at the correct rates of pay, and all wages earned. The Green Valley Employers knowingly and intentionally failed to state on the wage statements they issued to Santiago and all of the other Aggrieved Employees the unpaid wages discussed above. The wage statements fail to state all regular wages earned, all minimum wages earned, all overtime wages earned, all meal period premium wages earned, all rest break premium wages earned, all unlawfully deducted wages, and other required information.

For the period after June 15, 2024, The Green Valley Employers failed to provide Santiago and all of the other Aggrieved Employees with statements of sick leave available, or paid time off in lieu of sick leave.

The Green Valley Employers also failed to timely pay Santiago and all of the other Aggrieved Employees all earned wages as described above during and at the conclusion of employment.

For the reasons stated herein, Santiago alleges the following violations of the Labor Code and the Wage Order on behalf of herself and all of the other Aggrieved Employees:

- (a) The Green Valley Employers failed to pay Santiago and all of the other Aggrieved Employees all wages earned for all hours worked at the correct rates of pay, including minimum, regular, overtime, and doubletime wages;
- (b) The Green Valley Employers failed to provide Santiago and all of the other Aggrieved Employees all meal periods in compliance with California law;
- (c) The Green Valley Employers failed to authorize and permit Santiago and all of the other Aggrieved Employees to take rest breaks in compliance with California law;
- (d) The Green Valley Employers failed to compensate Santiago and all of the other Aggrieved Employees at one hour's pay for each day in which the Green Valley Employers failed to provide them with one or more meal periods as required by law;
- (e) The Green Valley Employers failed to compensate Santiago and all of the other Aggrieved Employees at one hour's pay for each day in which the Green Valley Employers failed to authorize and permit them to take one or more rest breaks as required by law;
- (f) The Green Valley Employers failed to indemnify Santiago and all of the other Aggrieved Employees for all necessary business expenditures incurred during the discharge of their duties;

- (g) The Green Valley Employers unlawfully deducted wages belonging to Santiago and all of the other Aggrieved Employees;
- (h) The Green Valley Employers knowingly and intentionally failed to provide Santiago and all of the other Aggrieved Employees with complete and accurate wage statements;
- (i) The Green Valley Employers failed to provide Santiago and all of the other Aggrieved Employees with statements of sick leave available, or paid time off in lieu of sick leave; and
- (j) The Green Valley Employers willfully failed to timely pay Santiago and all of the other Aggrieved Employees all earned and unpaid wages during their employment with the Green Valley Employers and when their employment ended.

Accordingly, Santiago now seeks civil penalties on behalf of herself and all of the other Aggrieved Employees based on the Green Valley Employers' alleged violations of the Labor Code and the Wage Order.

The Wage Order

The Wage Order applies to "all persons employed in the public housekeeping industry whether paid on a time, piece rate, commission, or other basis." Wage Order, § 1. The Wage Order defines "Public Housekeeping Industry" to mean

any industry, business, or establishment which provides meals, housing, or maintenance services whether operated as a primary business or when incidental to other operations in an establishment not covered by an industry order of the Commission, and includes, but is not limited to the following:

- (1) Restaurants, night clubs, taverns, bars, cocktail lounges, lunch counters, cafeterias, boarding houses, clubs, and all similar establishments where food in either sold or liquid form is prepared and served to be consumed on the premises;

- (2) Catering, banquet, box lunch service, and similar establishments which prepare food for consumption on or off the premises;
- (3) Hotels, motels, apartment houses, rooming houses, camps, clubs, trailer parks, office or loft buildings, and similar establishments offering rental of living, business, or commercial quarters;
- (4) Hospitals, sanitariums, rest homes, child nurseries, child care institutions, homes for the aged, and similar establishments offering board or lodging in addition to medical, surgical, nursing, convalescent, aged, or child care;
- (5) Private schools, colleges, or universities, and similar establishments which provide board or lodging in addition to educational facilities;
- (6) Establishments contracting for development, maintenance or cleaning of grounds; maintenance or cleaning of facilities and/or quarters of commercial units and living units; and
- (7) Establishments providing veterinary or other animal care services.

Wage Order, § 2(P). At all relevant times during the applicable limitations period, the Green Valley Employers, Santiago, and all of the Aggrieved Employees were covered by the Wage Order because the Green Valley Employers operated, and Santiago, and all of the Aggrieved Employees, worked for one or more clubs and establishments where food was sold. Accordingly, Santiago and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

Failure To Pay Wages For All Hours Worked At The Correct
Rates of Pay
(Lab. Code §§ 510, 1194, 1197, and 1198)

Under Labor Code section 1197, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

In relevant part, section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so[.]

In relevant part, Labor Code section 1194 states:

- (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

In relevant part, Labor Code section 510 states:

Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

In relevant part, Section 3 of the Wage Order states:

The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 in a workweek unless the employee receives one and one half (1½) times such employee’s regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day’s work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

- (a) One and one-half ($1\frac{1}{2}$) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek;
- (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek; and
- (c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth ($1/40$) of the employee's weekly salary.

Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

In conjunction, these provisions of the Labor Code require employers to pay employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including hours spent working "off-the-clock" (before punching in or after punching out on a time clock) when the employer knew or reasonably should have known that employees were working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

The Green Valley Employers required Santiago and the Aggrieved Employees to work off the clock and without compensation. During closing shifts, the employees had to clock out at the end of their shifts and continue working off the clock to complete their closing shift tasks, such as shutting down the facility. The Green Valley Employers also required Santiago and the Aggrieved Employees to clock out during their meal periods and continue working off the clock and without compensation. This often resulted in unpaid overtime wages.

At all relevant times during the applicable limitations period, the Green Valley Employers failed to compensate Santiago and all of the other Aggrieved Employees for all hours worked, including, but not limited to minimum, regular, overtime, and doubletime wages for all hours they worked at the correct rates of pay. Accordingly, Santiago now seeks civil penalties on behalf of herself and all of the other Aggrieved Employees as follows:

1. \$50 for each aggrieved employee for each initial violation of Labor Code § 510, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code § 558);
2. \$100 for each aggrieved employee for each initial violation of Labor Code § 1194, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2));
3. \$100 for each underpaid aggrieved employee for each initial violation of Labor Code § 1197, and \$250 for each underpaid aggrieved employee for each subsequent violation per pay period (regardless of whether the initial violations were intentionally committed), in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203 (penalties set by Labor Code § 1197.1); and
4. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

Failure to Provide Meal Periods
(Lab. Code §§ 226.7, 512, and 1198)

In relevant part, section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states, “The employment of any employee ... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Labor Code section 512 states:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period

of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. 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.

In relevant part, section 11 of the Wage Order states:

Meal Periods:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. . . .
- (B) If 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.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

- (c) If 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 Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

At all relevant times, the Green Valley Employers failed to provide Santiago and all of the other Aggrieved Employees with all timely meal periods. The Green Valley Employers denied Santiago and all of the other Aggrieved Employees their 30-minute off-duty meal period within the first five hours of work. Due to their workload, the Green Valley Employers required Santiago and the Aggrieved Employees to either clock out for their meal periods and continue working off the clock or to take late meal periods. Further, if the employees tried to take their meal periods inside the club, they were often interrupted by the customers. The Green Valley Employers required Santiago and the Aggrieved Employees to attend to the customers and respond to their inquiries at all times even if they were clocked out during their meal periods. Furthermore, the Green Valley Employers failed to pay premium wages for days on which they failed to provide Santiago and all of the other Aggrieved Employees with timely meal periods. Accordingly, Santiago now seeks civil penalties for these Labor Code violations that the Green Valley Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2));
2. \$50 for each aggrieved employee for each initial violation of Labor Code section 512, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code section 558); and

3. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Authorize and Permit Rest Periods
(Lab. Code §§ 226.7 & 1198)

Section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states,

The employment of any employee . . . under conditions of labor prohibited by the [Wage Order] is unlawful.

Section 12 of the Wage Order provides, in relevant part:

Rest Periods:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized 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. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.
- (B) If 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.

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If 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 Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

The Green Valley Employers failed to authorize and permit Santiago and all of the other Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every four hours worked or major fraction thereof. The Green Valley Employers did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. Due to their workload, Defendants never provided Santiago and the Aggrieved Employees with rest breaks. Moreover, the Green Valley Employers failed to pay Santiago and all of the other Aggrieved Employees premium wages on workdays the Green Valley Employers failed to provide Santiago and all of the other Aggrieved Employees with 10-minute rest periods every four hours worked or major fraction thereof. Accordingly, Santiago now seeks civil penalties for these Labor Code violations that the Green Valley Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and

2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Reimburse for Expenses
(Lab. Code §§ 1198 and 2802)

In pertinent part, Labor Code § 2802(a) states, “An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.”

Additionally, the Wage Order states,

- (A) When uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.

...

- (B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.

Wage Order, § 9(B).

Labor Code Section 1198 prohibits an employer from employing any person under conditions that violate the Wage Order.

As described above, the Green Valley Employers required Santiago and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The Green Valley Employers required Santiago and all of the other Aggrieved Employees to supply mobile phones to perform their job duties. However, the Green Valley Employers did not provide these items and did not reimburse Santiago and the other Aggrieved Employees for these items. Accordingly, Santiago seeks civil

penalties for these Labor Code violations that the Green Valley Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 2802, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Unlawful Deductions
(Lab. Code § 221)

Under Labor Code § 221, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” The Green Valley Employers deducted wages from the wages earned by Santiago and all of the other Aggrieved Employees for hours spent working during on-duty meal periods in violation of Labor Code § 221. Accordingly, Santiago seeks civil penalties on behalf of herself and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code § 221, and \$200 for each aggrieved employee for each subsequent violation, or any willful or intentional violation of Labor Code § 221, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code § 225.5).

Failure to Provide Accurate Wage Statements
(Lab. Code § 226)

Labor Code section 226(a) requires an employer to provide an employee, either semi-monthly or at the time of each wage payment, with an accurate and itemized written wage statement that shows:

1. Gross wages earned;
2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment

of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

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, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;
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.

At all relevant times during the applicable limitations period, the Green Valley Employers violated Labor Code section 226 because they did not properly and accurately itemize each Aggrieved Employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the Aggrieved Employee and other requirements of Labor Code section 226. The Green Valley Employers failed to state in the wage statements they issued to Santiago and all of the other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, regular and overtime wages for work they performed off the clock after clocking-out (as described above). The Green Valley Employers knowingly and intentionally failed to state on the wage statements they issued to Santiago and all of the other Aggrieved Employees the earned but unpaid wages described above. The wage statements do not state all regular wages earned, all minimum wages earned, all overtime

wages earned, all meal period premium wages earned, all rest break premium wages earned, all unlawfully deducted wages, and other required information.

Labor Code § 2699(f)(2)(A) states:

- (i) If, at the time of the alleged violation, the person employs one or more employees, and the alleged violation is a violation of paragraphs (1) to (7), inclusive, or paragraph (9) of subdivision (a) of Section 226, the only civil penalty applicable under this part is twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee could promptly and easily determine from the wage statement alone the accurate information specified by subdivision (a) of Section 226. If the alleged violation is a violation of paragraph (8) of subdivision (a) of Section 226 [failure to state the name and address of the legal entity that is the employer], the civil penalty applicable under this part for the violation is twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee would not be confused or misled about the correct identity of their employer or, if their employer is a farm labor contractor, the legal entity that secured the services of that employer. This subdivision does not apply if the employer has failed to provide an itemized payroll statement during any of the pay periods at issue.
- (ii) The civil penalty is fifty (\$50) for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

Accordingly, Santiago seeks civil penalties for the Labor Code violations that the Green Valley Employers have committed against Santiago and all of the other Aggrieved Employees as follows:

- (1) \$250 for each aggrieved employee for each initial violation of Labor Code section 226(a), and \$1,000 for each aggrieved employee for each subsequent violation (penalties set by Labor Code section 226.3);
- (2) Alternatively, one hundred dollars (\$100) for each aggrieved employee per pay period;

- (3) Alternatively, twenty-five dollars (\$25) for each aggrieved employee per pay period if the employee could promptly and easily determine from the wage statement alone the accurate information specified by subdivision (a) of Section 226; and
- (4) Alternatively, fifty dollars (\$50) for each aggrieved employee per pay period if the alleged violation resulted from an isolated, nonrecurring event that did not extend beyond the lesser of 30 consecutive days or four consecutive pay periods.

Failure To Provide Notice of Available Sick Leave
(Labor Code § 246)

Labor Code § 246 states,

An employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages.

Lab.Code § 246(h) (effective July 1, 2015). The Green Valley Employers failed to provide Santiago and all of the other Aggrieved Employees with an itemized wage statement or separate writing that set forth the amount of paid sick leave available. Accordingly, Santiago seeks civil penalties on behalf of herself and all of the other Aggrieved Employees as follows: For violations of Labor Code § 246, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 246 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 246 occurred (penalties set by Labor Code § 2699(f)(2)).

Failure to Timely Pay Wages During Employment
(Lab. Code § 204)

Labor Code section 204 states all wages (other than those mentioned in Labor Code sections 201 and 202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any

calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

The Green Valley Employers failed to compensate Santiago and all of the other Aggrieved Employees for wages earned, including minimum wages, regular wages, overtime wages, unprovided meal period premium wages, unprovided rest break premium wages, deducted wages, and other compensation, at the intervals stated above. As a result, the Green Valley Employers failed to timely pay all earned wages due during employment within the time periods set by Labor Code section 204. Accordingly, Santiago now seeks civil penalties for the Labor Code violations that the Green Valley Employers have committed against her and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code section 204, and \$200 for each aggrieved employee for each subsequent violation, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code section 210).

Failure to Timely Pay Wages Upon Termination of Employment
(Lab. Code §§ 201, 202, and 203)

Under Labor Code § 201, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under § 202, if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous 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. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting. *Id.*

Under Labor Code § 203, if an employer willfully fails to pay without abatement or reduction, in accordance with §§ 201 and 202, the 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 therefor is commenced; but the wages shall not continue for more than 30 days.

The Green Valley Employers failed to pay Santiago and all of the other Aggrieved Employees whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Santiago, including minimum wages, regular wages, overtime wages, unprovided meal period premium wages, unprovided rest break premium wages, deducted wages, and other compensation. Additionally, the Green Valley Employers failed to issue to Santiago and all of the other Aggrieved Employees whose employment ended their final paychecks until the next regular pay day following the termination. By failing to pay Santiago and all of the other Aggrieved Employees as set forth above at the end of employment, the Green Valley Employers are liable for violations of Labor Code §§ 201, 202, and 203. Accordingly, on behalf of herself and all of the other Aggrieved Employees, Santiago seeks civil penalties from the Green Valley Employers as follows:

1. For violations of Labor Code § 201, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 201 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 201 occurred (penalties set by Labor Code § 2699(f)(2));
2. For violations of Labor Code § 202, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 202 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 202 occurred (penalties set by Labor Code § 2699(f)(2)); and
3. For violations of Labor Code § 203, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 203 occurred, and \$200 for per aggrieved employee per pay period in which subsequent violations of § 203 occurred (penalties set by Labor Code § 2699(f)(2)).

Conclusion

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Serina Santiago will seek both reasonable attorneys' fees and costs under Labor Code section 2699(g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a

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Re: Serina Santiago

June 29, 2026

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formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



David Spivak, Esq.

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cc: Serina Santiago

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Green Valley Country Club

c/o Rosha Jones, Esq.

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