

Ronald H. Bae (SBN 186826)
rbae@AequitasLegalGroup.com
Olivia D. Scharrer (SBN 291470)
oscharrer@AequitasLegalGroup.com
Carson M. Turner (SBN 345992)
cturner@AequitasLegalGroup.com
AEQUITAS LEGAL GROUP
A Professional Law Corporation
1156 E. Green Street, Suite 200
Pasadena, California 91106
Telephone: (213) 674-6080
Facsimile: (213) 674-6081

Attorneys for Plaintiff MARK WISE

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO

MARK WISE, individually, and on behalf of
other aggrieved employees pursuant to the
Private Attorneys General Act,

Plaintiff,

vs.

INTERCONTINENTAL HOTELS GROUP
RESOURCES, LLC, a Delaware limited
liability company; IHG MANAGEMENT
(MARYLAND) LLC, a Maryland limited
liability company; INTERCONTINENTAL
HOTELS OF SAN FRANCISCO, INC., a
Delaware corporation; SIX CONTINENTS
HOTELS, INC., a Delaware corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.

CGC-24-614959

**COMPLAINT AND ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

ELECTRONICALLY
FILED

*Superior Court of California,
County of San Francisco*

05/23/2024
Clerk of the Court

BY: AUSTIN LAM
Deputy Clerk

1 Plaintiff MARK WISE, individually and on behalf of all other aggrieved employees
2 pursuant to the Private Attorneys General Act, alleges as follows:

3
4 **THE PARTIES**

5 1. Plaintiff MARK WISE (“Plaintiff”) is at least 18 years of age and is a resident of
6 the State of California.

7 2. Defendant INTERCONTINENTAL HOTELS GROUP RESOURCES, LLC was
8 and is, upon information and belief, a Delaware limited liability company, and at all times
9 hereinafter mentioned, an employer whose employees are engaged throughout this county and in
10 the State of California.

11 3. Defendant IHG MANAGEMENT (MARYLAND) LLC, was and is upon
12 information and belief, a Delaware limited liability company, and at all times hereinafter
13 mentioned, an employer whose employees are engaged throughout this county and in the State of
14 California.

15 4. Defendant INTERCONTINENTAL HOTELS OF SAN FRANCISCO, INC. was
16 and is, upon information and belief, a Delaware corporation, and at all times hereinafter
17 mentioned, an employer whose employees are engaged throughout this county and in the State of
18 California.

19 5. Defendant SIX CONTINENTS HOTELS, INC. was and is, upon information and
20 belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose
21 employees are engaged throughout this county and in the State of California.

22 6. Plaintiff is unaware of the true names or capacities of defendants sued herein under
23 the fictitious names DOES 1 through 100, but prays for leave to amend and serve such fictitiously
24 named defendants pursuant to California Code of Civil Procedure § 474 once their names and
25 capacities become known.

26 7. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100
27 are the partners, agents, owners, shareholders, managers or employees of INTERCONTINENTAL
28 HOTELS GROUP RESOURCES, LLC, IHG MANAGEMENT (MARYLAND) LLC,

1 INTERCONTINENTAL HOTELS OF SAN FRANCISCO, INC., and SIX CONTINENTS
2 HOTELS, INC. and were acting on behalf of INTERCONTINENTAL HOTELS GROUP
3 RESOURCES, LLC, IHG MANAGEMENT (MARYLAND) LLC, INTERCONTINENTAL
4 HOTELS OF SAN FRANCISCO, INC., and SIX CONTINENTS HOTELS, INC. at all relevant
5 times.

6 8. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
7 and omissions alleged herein were performed by, or are attributable to INTERCONTINENTAL
8 HOTELS GROUP RESOURCES, LLC, IHG MANAGEMENT (MARYLAND) LLC,
9 INTERCONTINENTAL HOTELS OF SAN FRANCISCO, INC., and SIX CONTINENTS
10 HOTELS, INC. and DOES 1 through 100 (collectively “Defendants”), each acting as the agent for
11 the other, with legal authority to act on the other’s behalf. The acts of any and all Defendants
12 were in accordance with, and represent the official policy of Defendants.

13 9. Plaintiff is informed and believes, and thereon alleges, that all named Defendants
14 herein are joint employers and/or are part of an integrated enterprise whereby there exists a
15 common ownership or financial control, common management, centralized control of labor
16 relations, and interrelation of operations of the entities.

17 10. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
18 and omissions alleged herein were performed by, or are attributable to all named Defendants and
19 DOES 1 through 100 as joint employers and/or as an integrated enterprise. The acts of any and all
20 Defendants were in accordance with, and represent the official policy of Defendants.

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

25 12. Plaintiff is informed and believes, and thereon alleges, that each of said
26 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
27 omissions, occurrences, and transactions alleged herein.

28 ///

JURISDICTION AND VENUE

13. This representative enforcement action is brought pursuant to California Labor Code §§ 2698, *et seq.* for the recovery of civil penalties thereunder. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the Superior Court “original jurisdiction in all causes except those given by statute to other courts.” The statutes under which this action is brought do not specify any other basis for jurisdiction.

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

15. There is no federal jurisdiction because the claims in this case are based solely on California law and the amount in controversy for Plaintiff’s individual claim is less than \$75,000. The value of the aggrieved employees’ claims may not be aggregated to meet the amount in controversy requirement for removal jurisdiction. *Urbino v. Orkin Servs. of California, Inc.*, 726 F.3d 1118, 1122-1123 (9th Cir. 2013). Further, a claim under the Private Attorneys General Act is not a class action and may not be removed pursuant to the Class Action Fairness Act (28 U.S.C. § 1332(d)). *Canela v. Costco Wholesale Corp.*, 971 F.3d 845, 851-852 (9th Cir. 2020).

16. Venue is proper in this Court because, upon information and belief, one or more of the named Defendants reside, transact business, or have offices in this county and the acts and omissions alleged herein took place in this county.

GENERAL ALLEGATIONS

17. At all relevant times set forth herein, Defendants employed Plaintiff and other aggrieved employees as non-exempt employees throughout the State of California. As used herein, the term “aggrieved employees” refers to all of Defendant’s non-exempt employees in the State of California between December 14, 2022 and the present.

18. Defendants have employed Plaintiff MARK WISE as a non-exempt, hourly-paid

1 employee from approximately February 2008 to the present. Plaintiff's job duties include
2 preparing banquet food at the InterContinental San Francisco.

3 19. At all relevant times set forth herein, Defendants have systematically failed to pay
4 regular wages, vacation wages, and minimum wage to Plaintiff and other aggrieved employees.

5 20. Defendants require and/or suffer or permit Plaintiff and aggrieved employees to
6 don and doff their uniforms while off the clock. Employees are required to wear uniforms, which
7 they are not allowed to take home. The uniforms are kept at the hotel. Before the shift starts,
8 employees pick up their uniforms from a machine that they open by swiping their employee ID
9 card. After the shift is over, the uniforms are dropped in a laundry chute. Employees are required
10 and expected to clock in and out in uniform and on time for their scheduled shift. Being late is
11 defined as clocking in at any time after the scheduled start time. The process of picking up the
12 uniform, changing into and out of uniform, and dropping off the uniform is done off the clock and
13 employees are not paid for this time. This process takes approximately 20 to 30 minutes per day.
14 The off-the-clock time described herein includes regular and overtime hours. Plaintiff and the
15 aggrieved employees are entitled to be paid for this time at their regular rate of pay or the
16 applicable minimum wage.

17 21. Further, Defendants unlawfully round employees' time. Employees record their
18 time using a time clock that captures the exact clock in and clock out times (for example, by
19 swiping an employee ID card or using a fingerprint). Defendants do not pay employees for the
20 exact times recorded by the time clock (or the off-the-clock time described above). Instead,
21 Defendants round employees' hours to the nearest 15 minutes. This rounding policy/practice
22 causes employees to lose time, including because Defendants use a 7-minute grace period and
23 expects employees to work their full scheduled shift. Plaintiff and the aggrieved employees are
24 entitled to be paid for this time at their regular rate of pay or the applicable minimum wage.

25 22. Moreover, employees are not paid for all of their earned wages because Defendants
26 pay vacation time at an improperly low rate. Defendants use a formula to calculate the vacation
27 rate. As a result of the formula, the vacation rate is less than employees' regular rate of pay, and
28 at times less than minimum wage.

1 23. At all relevant times set forth herein, Defendants have failed to provide Plaintiff
2 and other aggrieved employees with accurate itemized wage statements, as required by California
3 Labor Code § 226(a). The number of hours worked and/or the corresponding hourly rates are
4 inaccurate as a consequence of Defendants' failure to pay regular and vacation wages and
5 minimum wage, as set forth herein. In addition, there are wage statements where only vacation
6 wages are paid, and these wage statements do not show the number of vacation hours or the hourly
7 rate.

8 24. At all relevant times set forth herein, Defendants have failed to reimburse Plaintiff
9 and other aggrieved employees for necessary business expenses, including, but not limited to,
10 using their personal cell phones for work (for example, to communicate with supervisors or to call
11 someone for help if the machine that dispensed the uniforms is not working). Defendants' pattern
12 and practice is to unlawfully shift the costs of doing business onto Plaintiff and other aggrieved
13 employees by requiring them to pay these necessary work-related expenses out of their own
14 pockets.

15 25. At all relevant times set forth herein, Defendants failed to pay Plaintiff and other
16 aggrieved employees all wages owed upon the separation of their employment, including the
17 unpaid regular wages, minimum wages, and vacation wages described herein.

18 26. At all relevant times set forth herein, Defendants failed to timely pay Plaintiff and
19 other aggrieved employees all wages owed during their employment.

20 27. Plaintiff is informed and believes, and thereon alleges, that at all times herein
21 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
22 advisors knowledgeable about California labor and wage law, employment and personnel
23 practices, and about the requirements of California law.

24 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and other aggrieved employees were entitled to be paid at least
26 their regular rate and/or the applicable minimum wage for all hours worked, and that Plaintiff and
27 other aggrieved employees worked hours for which they were not paid at their regular rate and/or
28 the applicable minimum wage.

1 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and other aggrieved employees were entitled to receive complete
3 and accurate wage statements in accordance with California law, and that such wage statements
4 were not provided.

5 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and other aggrieved employees were entitled to reimbursement
7 for necessary business expenses in accordance with California law, and that they were not
8 reimbursed.

9 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and aggrieved employees are entitled to timely payment of all
11 vested vacation wages upon termination or discharge in accordance with California law, and that
12 they did not receive such wages.

13 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and other aggrieved employees were entitled to timely payment
15 of all wages—including, without limitation, regular and minimum wages—due upon termination
16 or discharge in accordance with California law, and that they were not timely paid such wages.

17 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and other aggrieved employees were entitled to timely payment
19 of all wages—including, without limitation, regular and minimum wages—during employment in
20 accordance with California law, and that they were not timely paid such wages.

21 34. Plaintiff is informed and believes, and thereon alleges, that at all times herein
22 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
23 and other aggrieved employees, and that Defendants had the financial ability to pay such
24 compensation, but willfully, knowingly and intentionally failed to do so, and falsely represented to
25 Plaintiff and other aggrieved employees that they were properly denied wages, all in order to
26 increase Defendants' profits.

27 ///

28 ///

FIRST CAUSE OF ACTION

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

Private Attorneys General Act

(Against All Defendants)

35. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 34.

36. At all relevant times set forth herein, the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* (“PAGA”) was applicable to Plaintiff’s employment and the aggrieved employees’ employment by Defendants.

37. At all relevant times set forth herein, PAGA provides that any civil penalties under the California Labor Code which may be assessed and collected by the Labor and Workforce Development Agency may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other aggrieved employees pursuant to the procedures set forth in California Labor Code § 2699.3.

38. A civil action under PAGA may be brought by an aggrieved employee, which is defined as any person who was employed by the alleged violator and against whom one or more of the alleged violations was committed.

39. Plaintiff was employed by Defendants and the alleged violations were committed against him during his employment. Therefore, Plaintiff is an aggrieved employee as defined by California Labor Code § 2699(c).

40. Pursuant to California Labor Code § 2699.3 and 2699.5, an aggrieved employee may pursue a PAGA action after the following requirements have been met:

- a. The aggrieved employee shall give written notice by online filing with the Labor and Workforce Development Agency (“LWDA”) and by certified mail to the employer of the specific provisions of this code alleged to have been violated, including the facts and theories to support the alleged violation.
- b. The LWDA shall provide notice to the employer and the aggrieved

1 employee by certified mail that it does not intend to investigate the alleged
2 violation within sixty (60) days of the postmark date of the employee's
3 notice. Upon receipt of this notice, or if this notice is not provided within
4 sixty-five (65) calendar days of the postmark date of the employee's notice,
5 the aggrieved employee may commence a civil action pursuant to California
6 Labor Code § 2699 to recover civil penalties in addition to any other
7 penalties to which the employee may be entitled.

8 c. On December 14, 2023, Plaintiff provided the requisite written notice by
9 online filing to the LWDA and by certified mail to Defendants, informing
10 them of the specific provisions of the California Labor Code alleged to have
11 been violated, including the facts and theories to support the alleged
12 violations. As of the filing date of this complaint, the LWDA has not
13 responded to Plaintiff's PAGA notice.

14 41. Plaintiff has satisfied the administrative prerequisites under California Labor Code
15 § 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies, for
16 violations of California Labor Code §§ 201, 202, 203, 204, 226, 227.3, 510, 558, 1194, 1197,
17 1197.1, 1198, 2800, and 2802.

18 42. Defendants' conduct, as alleged herein, violates the following sections of the
19 California Labor Code:

- 20 a. Violation of California Labor Code §§ 510, 1194, 1197, 1197.1, and 1198
21 (Failure to Pay Regular and Minimum Wages);
- 22 b. Violation of California Labor Code § 226(a) (Failure to Provide Compliant
23 Wage Statements);
- 24 c. Violation of California Labor Code §§ 2800 and 2802 (Failure to
25 Reimburse for Necessary Business Expenses);
- 26 d. Violation of California Labor Code § 227.3 (Failure to Pay Vested Vacation
27 Wages);
- 28 e. Violation of California Labor Code §§ 201, 202, and 203 (Failure to Pay

Wages Timely Upon Termination); and

f. Violation of California Labor Code § 204 (Failure to Pay Wages Timely During Employment).

43. California Labor Code § 1197 provides that the minimum wage for employees fixed by any applicable state or local law is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.

44. California Labor Code §§ 1194 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at the legal minimum wage, notwithstanding any agreement to work for less.

45. California Labor Code § 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of 8 hours in a day or 40 hours in a week or for the first 8 hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of 12 hours in a day or in excess of 8 hours in a day on the seventh day of work. Pursuant to California Labor Code § 514 and applicable case law, including *Gutierrez v. Brand Energy Servs. of Calif., Inc.*, 50 Cal.App.5th 786 (2020), union members are entitled to be paid no less than their regular rate of pay and/or the applicable minimum wage for all hours worked, including overtime hours.

46. During the relevant time period, Defendants willfully failed to pay all wages, including regular wages, minimum wages, and vacation wages owed to Plaintiff and aggrieved employees.

47. Defendants require and/or suffer or permit Plaintiff and aggrieved employees to don and doff their uniforms while off the clock. Employees are required to wear uniforms, which they are not allowed to take home. The uniforms are kept at the hotel. Before the shift starts, employees pick up their uniforms from a machine that they open by swiping their employee ID card. After the shift is over, the uniforms are dropped in a laundry chute. Employees are required and expected to clock in and out in uniform and on time for their scheduled shift. Being late is defined as clocking in at any time after the scheduled start time. The process of picking up the uniform, changing into and out of uniform, and dropping off the uniform is done off the clock and

1 employees are not paid for this time. This process takes approximately 20 to 30 minutes per day.
2 The off-the-clock time described herein includes regular and overtime hours. Plaintiff and the
3 aggrieved employees are entitled to be paid for this time at their regular rate of pay or the
4 applicable minimum wage.

5 48. Further, Defendants unlawfully round employees' time. Employees record their
6 time using a time clock that captures the exact clock in and clock out times (for example, by
7 swiping an employee ID card or using a fingerprint). Defendants do not pay employees for the
8 exact times recorded by the time clock (or the off-the-clock time described above). Instead,
9 Defendants round employees' hours to the nearest 15 minutes. This rounding policy/practice
10 causes employees to lose time, including because Defendants use a 7-minute grace period and
11 expects employees to work their full scheduled shift. Plaintiff and the aggrieved employees are
12 entitled to be paid for this time at their regular rate of pay or the applicable minimum wage.

13 49. Moreover, employees are not paid for all of their earned wages because Defendants
14 pay vacation time at an improperly low rate. Defendants use a formula to calculate the vacation
15 rate. As a result of the formula, the vacation rate is less than employees' regular rate of pay, and
16 at times less than minimum wage.

17 50. Defendants' failure to pay Plaintiff and aggrieved employees the applicable regular,
18 minimum, and vacation wage rates violates the provisions of California Labor Code §§ 510, 1194,
19 1197, 1197.1, and 1198.

20 51. At all material times set forth herein, California Labor Code § 226(a) provides that
21 every employer shall furnish each of his or her employees an accurate itemized wage statement in
22 writing showing the following information: (1) gross wages earned; (2) total hours worked by the
23 employee, except for any employee whose compensation is solely based on a salary and who is
24 exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of
25 the Industrial Welfare Commission; (3) the number of piece-rate units earned and any applicable
26 piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all
27 deductions made on written orders of the employee may be aggregated and shown as one item; (5)
28 net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the

1 name of the employee and his or her social security number, except that by January 1, 2008, only
2 the last four digits of his or her social security number or an employee identification number other
3 than a social security number may be shown on the itemized statement; (8) the name and address
4 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
5 period and the corresponding number of hours worked at each hourly rate by the employee.

6 52. Defendants have intentionally and willfully failed to provide Plaintiff and other
7 aggrieved employees with complete and accurate wage statements because the number of hours
8 worked and the corresponding hourly rates are inaccurate as a consequence of Defendants' failure
9 to pay regular, minimum, and vacation wages, as set forth herein.

10 53. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff
11 and other aggrieved employees have suffered injury and damage to their statutorily-protected
12 rights.

13 54. Specifically, Plaintiff and other aggrieved employees have been injured by
14 Defendants' intentional violation of California Labor Code § 226(a) because they were denied
15 both their legal right to receive, and their protected interest in receiving, accurate, itemized wage
16 statements under California Labor Code § 226(a). Plaintiff and other aggrieved employees have
17 been injured by Defendants' intentional violation of California Labor Code § 226(a) in that it has
18 caused confusion over whether they received all of the wages owed them, in addition to their
19 difficulty and expense in reconstructing pay records and making mathematical computations to
20 analyze whether the wages paid them did in fact compensate them for all hours worked

21 55. Furthermore, Labor Code § 226(e)(2)(B) provides that an employee is deemed to
22 suffer injury if the wage statement fails to accurately and completely provide certain pieces of
23 information and the employee cannot promptly and easily determine such information from the
24 wage statement alone. In relevant part, Labor Code § 226(e)(2)(B) provides that an employee is
25 deemed to suffer injury if the wage statement does not accurately and completely state the total
26 number of hours worked by the employee, and all applicable hourly rates in effect during the pay
27 period and the corresponding number of hours worked at each hourly rate.

28 56. At all relevant times herein set forth, California Labor Code §§ 2800 and 2802

1 were applicable to Plaintiff's and other aggrieved employees' employment by Defendants.

2 57. At all relevant times, California Labor Code § 2800 provides that an employer shall
3 in all cases indemnify his employee for losses caused by the employer's want of ordinary care.

4 58. At all relevant times, California Labor Code § 2802 provides that an employer shall
5 indemnify its employees for all necessary expenditures or losses incurred by the employees in
6 direct consequence of the discharge of their duties, or of their obedience to the directions of the
7 employer.

8 59. At all relevant times set forth herein, Defendants have failed to reimburse Plaintiff
9 and other aggrieved employees for necessary business expenses, including, but not limited to,
10 using their personal cell phones for work (for example, to communicate with supervisors or to call
11 someone for help if the machine that dispensed the uniforms is not working). Defendants' pattern
12 and practice is to unlawfully shift the costs of doing business onto Plaintiff and other aggrieved
13 employees by requiring them to pay these necessary work-related expenses out of their own
14 pockets.

15 60. Defendants' conduct violates the applicable IWC Wage Orders and California
16 Labor Code §§ 2800 and 2802.

17 61. At all material times set forth herein, California Labor Code § 227.3 provides that,
18 unless otherwise stipulated by a collective bargaining agreement, whenever a contract of
19 employment or employer policy provides for paid vacations, all vested vacation must be paid to
20 the employee upon the end of the employment relationship.

21 62. Defendants failed to pay accrued vacation wages to aggrieved employees upon
22 separation of their employment with Defendants in violation of California Labor Code § 227.3.
23 Defendants used a formula to calculate aggrieved employees' vacation rate that resulted in a
24 vacation rate less than employees' regular rate of pay, and at times less than minimum wage.

25 63. Because Defendants paid vacation wages at less than the regular rate and/or less
26 than the minimum wage, employees who were terminated with unused vacation time were not
27 paid for all accrued vacation wages.

28 64. Defendants' conduct violates the applicable IWC Wage Orders and California

1 Labor Code § 227.3.

2 65. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if
3 an employer discharges an employee, the wages earned and unpaid at the time of discharge are
4 due and payable immediately, and that if an employee voluntarily leaves his or her employment,
5 his or her wages shall become due and payable not later than seventy-two (72) hours thereafter,
6 unless the employee has given seventy-two (72) hours previous notice of his or her intention to
7 quit, in which case the employee is entitled to his or her wages at the time of quitting.

8 66. The unpaid wages owed to aggrieved employees at the time of termination of their
9 employment include unpaid regular, minimum, and vacation wages, as set forth herein.

10 67. Defendants' failure to pay other aggrieved employees who are no longer employed
11 by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72)
12 hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201, 202
13 and 203.

14 68. All California employers know or should know that employees must be paid for all
15 time spent under the employer's control and that employees must be paid no less than their regular
16 rate and/or the applicable minimum wage for all hours worked. Defendant's failure to abide by
17 these well-established laws is willful and not in good faith.

18 69. California Labor Code § 203 provides that if an employer willfully fails to pay
19 wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as
20 a penalty from the due date, and at the same rate until paid or until an action is commenced; but
21 the wages shall not continue for more than thirty (30) days.

22 70. The aggrieved employees who are no longer employed by Defendants are entitled
23 to recover from Defendants the statutory penalty wages for each day they were not paid, up to a
24 thirty (30) day maximum pursuant to California Labor Code § 203.

25 71. At all material times set forth herein , California Labor Code § 204 provides that
26 the wages earned by any person in any employment (other than final wages, the wages of
27 temporary employees, commissions, and the salaries of some exempt employees) are due and
28 payable twice during each calendar month. Labor performed between the 1st and 15th days of the

1 calendar month must be paid for between the 16th and 26th days of the calendar month, and labor
2 performed between the 16th and last days of the calendar month must be paid for between the 1st
3 and 10th days of the following month.

4 72. During the relevant time period, Defendants failed to pay Plaintiff and other
5 aggrieved employees in a timely manner for all wages earned during their employment. This
6 occurred as a result of Defendants' failure to pay regular and minimum wages, as set forth above.

7 73. As a result of Defendants' violation of California Labor Code § 204, Plaintiff and
8 other aggrieved employees have suffered injury and damage to their statutorily-protected rights.

9 74. California Labor Code §§ 558 and 558.1 provide that an employer or "other person
10 acting on behalf of an employer" who violates, or causes to be violated, a provision of Labor Code
11 §§ 500 through 558, or a provision of the IWC Wage Orders regarding hours and days of work, is
12 liable for civil penalties of \$50 to \$100 per pay period to each underpaid employee, in addition to
13 other civil penalties provided for by law. As set forth herein, Defendants have violated provisions
14 of the California Labor Code and IWC Wage Order 5-2001, and is thus liable for penalties under
15 Labor Code § 558.

16
17 **PRAYER FOR RELIEF**

18 Plaintiff, on behalf of himself and other aggrieved employees, prays for relief and
19 judgment against Defendants, jointly and severally, as follows:

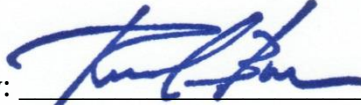
- 20 1. For civil penalties pursuant to California Labor Code § 2699(f) & (g) in the
21 amount of \$100 for each aggrieved employee per pay period for initial violations
22 and \$200 for each aggrieved employee per pay period for subsequent violations,
23 plus attorneys' fees and costs;
- 24 2. For civil penalties pursuant to California Labor Code § 558 in the amount of \$50
25 per pay period for each initial violation and \$100 per pay period for each
26 subsequent violation, for all affected employees, in addition to an amount
27 sufficient to recover underpaid wages; and

28 ///

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

Dated: May 22, 2024

AEQUITAS LEGAL GROUP

By: 
RONALD H. BAE
OLIVIA D. SCHARRER
CARSON M. TURNER
Attorneys for Plaintiff MARK WISE