

Lilit Tunyan (SBN 329351)  
[ltunyan@tunyanlaw.com](mailto:ltunyan@tunyanlaw.com)  
 Artur Tunyan (SBN 349174)  
[atunyan@tunyanlaw.com](mailto:atunyan@tunyanlaw.com)  
**TUNYAN LAW, APC**  
 535 N. Brand Blvd., Suite 285  
 Glendale, California 91203  
 Telephone: (323) 410-5050

Attorneys for Plaintiff KIMBERLY M. WILHELM as an individual  
 and on behalf of all employees similarly situated

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**SOUTHERN DIVISION**

KIMBERLY M. WILHELM, as an individual  
 and on behalf of all employees similarly  
 situated,

Plaintiff,

v.

KEMPER SPORTS MANAGEMENT, LLC, a  
 Delaware Limited Liability Company;  
 KEMPER SPORTS MANAGEMENT  
 HOLDINGS, LLC, a Delaware Limited  
 Liability Company, and DOES 1 through 50,  
 inclusive,

Defendants.

Case No. 8:24-cv-00501-CJC-DFM

Assigned to Honorable Cormac J. Carney  
 Courtroom 9B

**FIRST AMENDED COMPLAINT**

1. Violation of Labor Code §§ 204, 510, 1194, 1198 (Failure to Pay All Wages);
2. Violation of Labor Code §§ 226.7, 512 (Failure to Provide Meal Periods);
3. Violation of Labor Code § 226.7 (Failure to Provide Rest Periods);
4. Violation of Labor Code § 226, (Failure to Keep Accurate Itemized Wage Statements);
5. Violation of Labor Code §§ 201-203, (Failure to Pay Wages Upon Termination of Employment);
6. Violation of Labor Code § 2802 (Failure to Reimburse for Necessary Expenditures);
7. Violation of Bus. & Prof. Code § 17200 et seq. (Unfair Business Practices); and
8. Violation of the Private Attorneys General Act, Labor Code sections 2698, et seq

**DEMAND FOR JURY TRIAL**

1 Plaintiff KIMBERLY M. WILHELM (hereinafter referred to as “Plaintiff”) on behalf of  
2 himself and all others similarly situated, and as representative of the State of California and the  
3 Labor and Workforce Development Agency (“LWDA”), based upon facts that either have  
4 evidentiary support or are likely to have evidentiary support after a reasonable opportunity for  
5 further investigation and discovery, complains and alleges as follows:

6 **INTRODUCTION**

7 1. This is a class action brought on behalf of Plaintiff and the class she seeks to  
8 represent (“Class” or “Class Members”). Class Members consist of all non-exempt, hourly-paid  
9 employees currently and/or formerly employed by KEMPER SPORTS MANAGEMENT, LLC,  
10 and KEMPER SPORTS MANAGEMENT HOLDINGS, LLC in the State of California during  
11 the Class Period. The term “Class Period” is defined as four (4) years prior to the filing of this  
12 Complaint through the date final judgment is entered. Plaintiff reserves the right to amend this  
13 Complaint to reflect a different “Class Period” or “Class” as further discovery is conducted.

14 2. Plaintiff, individually and on behalf of the class she seeks to represent, seeks relief  
15 against KEMPER SPORTS MANAGEMENT, LLC, a Delaware Limited Liability Company;  
16 KEMPER SPORTS MANAGEMENT HOLDINGS, LLC (“Defendants”) for Defendants’ failure  
17 to pay all wages due in violation of Labor Code Sections 204, 510 and 1194, including regular  
18 and overtime wages; failure to provide meal periods or compensation in lieu thereof pursuant to  
19 Labor Code Sections 226.7 and 512, the applicable Industrial Welfare Commission Wage Orders,  
20 and Code of Regulations, Title 8, Section 11000 et seq.; failure to provide rest periods or  
21 compensation in lieu thereof pursuant to Labor Code Sections 226.7 and 512, the applicable  
22 Industrial Welfare Commission Wage Orders, and Code of Regulations, Title 8, Section 11000 et  
23 seq.; failure to provide accurate itemized wage statements upon payment of wages pursuant to  
24 Labor Code Sections 226, subdivision (a), 1174, and 1175; failure to reimburse for necessary  
25 expenditures pursuant to Labor Code Section 2802; and failure to pay wages of terminated or  
26 resigned employees pursuant to Labor Code Sections 201, 202, 203.

1           3.       Plaintiff seeks equitable remedies in the form of declaratory relief and injunctive  
2 relief, and relief under Business and Professions Code Section 17200 et seq. for unfair business  
3 practices.

4           4.       At all relevant times herein, Defendants have consistently maintained and enforced  
5 against Plaintiff and Class the following unlawful practices and policies:

6                   (a)   willfully refusing to pay Plaintiff and Class for all hours worked, including  
7 regular and overtime;

8                   (b)   willfully refusing to permit Plaintiff and Class from taking meal periods or  
9 compensation in lieu thereof;

10                  (c)   willfully refusing to permit Plaintiff and Class from taking rest periods or  
11 compensation in lieu thereof;

12                  (d)   willfully refusing to maintain accurate records and to furnish to Plaintiff and  
13 Class accurate itemized wage statements upon payment of wages;

14                  (e)   willfully refusing to compensate certain members of the Class wages due and  
15 owing at the time of Class Members' employment with Defendants ended;  
16 and;

17                  (f)   willfully refusing to reimburse Plaintiff and Class for necessary  
18 expenditures.

19           5.       On information and belief, Defendants were on actual and constructive notice of  
20 the improprieties alleged herein and intentionally refused to rectify their unlawful policies.  
21 Defendants' violations, as alleged above, during all relevant times herein were willful and  
22 deliberate.

23           6.       At all relevant times, Defendants were and are legally responsible for all of the  
24 unlawful conduct, policies, practices, acts and omissions as described in each and all of the  
25 foregoing paragraphs as the employer of Plaintiff and Class. Further, Defendants are  
26 responsible for each of the unlawful acts or omissions complained of herein under the doctrine  
27 of "respondeat superior".  
28

7. Plaintiff further brings this action as a representative of the State of California and the Labor and Workforce Development Agency (“LWDA”) to recover civil penalties pursuant to the Private Attorneys General Act (“PAGA”), Labor Code sections 2698, et seq., for violations of numerous Labor Code provisions, including, but not limited to, sections 201-203, 204, 226, 226.7, 510, 512, 1174, 1194, 1198 and 2802, as well as violations of the applicable Wage Order.

## JURISDICTION AND VENUE

8. Venue is proper in this judicial district and in the County of Orange, California because Defendants maintained its location and/or transacted business in this county, the obligations and liability arise in this county, and work was performed by members of the proposed class made the subject of this action in this county.

9. The wages, statutory penalties, monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. This Court has jurisdiction over this action pursuant to the California Constitution, article VI, Section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

10. The California Superior Court has jurisdiction in the matter because the individual claims are under the seventy-five thousand dollars (\$75,000.00) jurisdictional threshold for Federal Court and the five million dollars (\$5,000,000.00) aggregate jurisdictional threshold for Federal Court and, upon information and belief, Plaintiff and Defendants are residents of, domiciled in, or otherwise subject to jurisdiction in the State of California. Further, there is no federal question at issue as the issues herein are based solely on California statutes and law including the Labor Code, Industrial Welfare Commission (“IWC”) Wage Orders, the Code of Civil Procedure, the Rules of Court, and the Business and Professions Code.

## THE PARTIES

### A. Plaintiff

11. Plaintiff, at all relevant times herein, was Defendants' employee and was entitled to compensation for all hours worked, including regular time and overtime compensation, and

1 penalties from Defendants. Plaintiff was employed by Defendants as a non-exempt, hourly paid  
2 employee during the Class Period. Specifically, Plaintiff worked as a bartender/server from  
3 approximately May 2017 to December 1, 2023, primarily in Orange County. Each of the Class  
4 Members are identifiable, current and/or former similarly situated persons who were employed  
5 in non-exempt hourly positions in California by Defendants during the Class Period.

6 **B. Defendants**

7 12. Plaintiff is informed and believes, and based thereon alleges, that Defendants are  
8 limited liability companies doing business in California. On information and belief, Defendants  
9 were and/or are the employers of Plaintiff and Class during the Class Period. Plaintiff also alleges  
10 that Defendants are conducting business in good standing in California.

11 13. Plaintiff is ignorant of the true names, capacities, relationships and extent of  
12 participation in the conduct herein alleged of the Defendants sued herein as DOES 1 through 50,  
13 inclusive, but on information and belief alleges that these Defendants are legally responsible for  
14 the payment of overtime compensation, rest and meal period compensation, and wages to Plaintiff  
15 and Class by virtue of their unlawful practices, and therefore sues these Defendants by such  
16 fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of  
17 each DOE Defendants when ascertained.

18 14. Plaintiff is informed and believes, and based thereon alleges, that each Defendants  
19 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint  
20 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants  
21 are legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as  
22 the employer and/or joint employer of Plaintiff and Class.

23 15. Plaintiff is informed and believes, and based thereon alleges, that each Defendants  
24 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,  
25 managing agent, and/or principal of the Defendants, and in performing the actions mentioned  
26 below was acting, at least in part, within the course and scope of that authority as such agent,  
27 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with  
28

1 permission and consent of the Defendants. Plaintiff also alleges the acts of each Defendants are  
2 legally attributable to the other Defendants.

3 16. Plaintiff is informed and believes, and based thereon alleges, that each of the  
4 Defendants sued herein was, at all times relevant hereto, the employer, owner, shareholder,  
5 principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing  
6 agent, joint employer and/or alter-ego of the remaining Defendants, and was acting, at least in  
7 part, within the course and scope of such employment and agency, with the express and implied  
8 permission, consent, and knowledge, approval and/or ratification of the other Defendants.

9 17. California courts have recognized that the definition of “employer” for purposes  
10 of enforcement of the California Labor Code goes beyond the concept of traditional employment  
11 to reach irregular working arrangements for the purpose of preventing evasion and subterfuge of  
12 California’s labor laws. *Martinez v. Combs* (2010) 49 Cal.4th 35, 65. As such, anyone who  
13 directly or indirectly, or through an agent or any other person, engages, suffers, or permits any  
14 person to work or exercises control over the wages, hours, or working conditions of any person  
15 may be liable for violations of the California Labor Code as to that person.

16 18. California law also permits and recognizes the piercing of a corporate veil between  
17 sister companies under the single enterprise rule. *Hasso v. Hapke* (2014) 227 Cal.App.4th 107,  
18 155; *Greenspan v. LADT, LLC* (2010) 191 Cal.App.4th 486, 512. The single enterprise rule  
19 applies where “there are two or more personalities, there is but one enterprise; and that this  
20 enterprise has been so handled that it should respond, as a whole, for the debts of certain  
21 component elements of it.” *Hasso*, supra, 227 Cal.App.4th at p. 155; *Greenspan*, supra, 191  
22 Cal.App.4th at p. 512.

### 23 **ADMINISTRATIVE PREREQUISITE**

24 19. On January 30, 2024, prior to filing this complaint, Plaintiff gave written notice  
25 by electronically filing the notice with the Labor Workforce Development Agency (“LWDA”)  
26 (LWDA Case No. LWDA-1008069-24) and by certified mail to Defendants of the specified  
27 provisions alleged to have been violated, including the facts and theories to support the alleged  
28 violations as required by Labor Code Section 2699.3.

20. A true and correct copy of Plaintiff's letter sent to the LWDA dated January 30, 2024, is attached hereto as "**Exhibit A**". As of the filing of this complaint, LWDA has not responded to the written notice.

21. Under Labor Code Section 2699.3 subsection (a), a plaintiff may bring a cause of action under PAGA only after giving notice to the Labor Workforce Development Agency ("LWDA") and the employer of the Labor Code Sections alleged to have been violated, and after receiving notice from the LWDA of its intention not to investigate, or after 65 days have passed without notice.

22. More than sixty-five (65) days have passed without notice from the LWDA. Accordingly, all administrative prerequisites to filing this First Amended Complaint have been fulfilled.

### **GENERAL ALLEGATIONS**

23. Plaintiff was employed as a bartender/server from approximately May 2017 to December 1, 2023.

24. Labor Code Section 1194 provides that notwithstanding any agreement to work for a lesser wage, an employee receiving less than the legal overtime compensation is entitled to recover in a civil action the unpaid balance of his or her overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit.

25. Labor Code Section 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as regular paydays. Pursuant to Labor Code Section 204 (a) 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. Pursuant to Labor Code Section 204 (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. Plaintiff and Class were also entitled to be paid twice a month at their regular rates, including all

1 meal period premium wages owed, rest period premium wages owed, and wages owed for hours  
2 worked. Defendants systematically failed and refused to pay the employees all wages due, and  
3 failed to pay those wages twice a month, in that employees were not paid all wages for all meal  
4 periods not provided by Defendants, all wages for all rest periods not authorized and permitted  
5 by Defendants, and all wages for all hours worked.

6 26. Further, Business and Professions Code Section 17203 provides that any person  
7 who engages in unfair competition may be enjoined in any court of competent jurisdiction.  
8 Business and Professions Code Section 17204 provides that any person who has suffered actual  
9 injury and has lost money or property as a result of the unfair competition may bring an action in  
10 a court of competent jurisdiction.

11 27. During all, or a portion of the Class Period, Plaintiff and each member of the Class  
12 was employed by Defendants in the State of California.

13 28. Plaintiff and Class Members were non-exempt employees covered under one or  
14 more IWC Wage Order(s), and Labor Code Section 510, and/or other applicable Wage Orders,  
15 regulations and statutes, and each Class Member was not subject to an exemption for executive,  
16 administrative or professional employees, which imposed obligations on the part of Defendants  
17 to pay Plaintiff and Class Members lawful overtime compensation.

18 29. Plaintiff and Class were covered by one or more IWC Wage Order(s), and Labor  
19 Code Section 226.7 and other applicable Wage Orders, regulations and statutes which imposed  
20 an obligation on the part of Defendants to pay Plaintiff and Class rest and meal period  
21 compensation.

22 30. During the Class Period, Defendants were obligated to pay Plaintiff and Class  
23 Members overtime compensation for all hours worked in excess of eight (8) hours of work in one  
24 (1) day or forty (40) hours in one (1) week and double-time compensation for hours worked in  
25 excess of twelve (12) in one (1) day. However, often times Plaintiff and Class Members were  
26 required to work overtime in excess of eight (8) hours per workday and in excess of forty (40)  
27 hours per workweek but were not paid at the proper overtime rate of pay.  
28

1           31. During the Class Period, Defendants were obligated to pay Plaintiff and Class  
2 Members for all hours worked. Defendants maintained a policy and practice of requiring  
3 Plaintiff and Class Members to perform work “off-the-clock”. During the Class Period  
4 Defendants regularly required Plaintiff and Class Members to arrive early to stay in line to  
5 clock in to work but did not compensate for that time. Plaintiff and Class Members were often  
6 times also required to clock out for meal periods but continue working off-the-clock.  
7 Additionally, Plaintiff and Class Members were required to check their next shift schedules  
8 using an application on their personal cell phones after the scheduled shift hours. In  
9 maintaining a practice of not paying all wages owed, Defendants failed to maintain accurate  
10 records of the hours Plaintiff and Class Members worked. In doing so, Defendants also failed  
11 to maintain accurate records of the hours Plaintiff and Class Members worked.  
12

13           32. During the Class Period, Defendants were obligated to provide Plaintiff and Class  
14 with a work-free meal period within the first five (5) hours of a shift no later than the start of  
15 sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-  
16 free meal period no later than the start of the eleventh hour of work in the workday. Here,  
17 Defendants wrongfully failed to provide Plaintiff and Class Members with legally compliant meal  
18 periods. Defendants regularly required Plaintiff and Class Members to work in excess of five  
19 consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free  
20 meal period for every five hours of work, or without compensating Plaintiff and Class Members  
21 for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work.  
22 Plaintiff and Class Members would often times miss or have late, interrupted or short meal periods  
23 because of the lack of coverage by other employees during the meal periods. Plaintiff and Class  
24 Members would often times clock out for meal periods but continue working. Accordingly,  
25 Defendants’ policy and practice was to not provide meal periods to Plaintiff and Class Members  
26 in compliance with California law.

27           33. Additionally, Defendants were obligated to provide Plaintiff and Class Members  
28 with a ten (10) minute rest break for every four (4) hours, or major fraction thereof, worked each

1 day. Defendants prevented Plaintiff and Class Members from taking rest breaks throughout their  
2 shifts. Defendants, however, wrongfully failed to authorize and permit Plaintiff and Class  
3 Members to take timely and duty-free rest periods. Defendants regularly required Plaintiff and  
4 Class Members to work in excess of four consecutive hours a day without Defendants authorizing  
5 and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four  
6 hours of work (or major fraction of four hours), or without compensating Plaintiff and Class  
7 Members for rest periods that were not authorized or permitted. Plaintiff and Class Members  
8 would often times miss their first and second rest periods or have interrupted or short rest periods.  
9 Accordingly, Defendants' policy and practice was for Plaintiff and Class Members to work  
10 through rest periods and to not authorize or permit them to take any rest periods.

11 34. Furthermore, Defendants failed and/or refused to pay Plaintiff and Class Members  
12 one (1) hour's pay at the employees' regular rate of pay as premium compensation for  
13 Defendants' failure to provide lawful thirty (30) minute, off-duty meal periods and failure to  
14 provide lawful ten (10) minute rest periods within the statutory time frames.

15 35. Defendants also failed to indemnify Plaintiff and Class Members all necessary  
16 expenditures incurred in direct discharge of their duties without reimbursement. During the Class  
17 Period, Plaintiff and Class Members were required to use their personal vehicles to drive from  
18 Defendants' one worksite to another worksite but were not reimbursed for mileage. Plaintiff and  
19 Class Members were also required to use their personal cell phones to download an application  
20 on their personal cell phones to check their next shift schedules and to communicate with  
21 supervisors regarding schedules and work but were not compensated for that. Plaintiff and Class  
22 Members would also use their personal cell phones to look for recipes. Plaintiff and Class  
23 Members incurred these substantial expenses as a direct result of performing their job duties for  
24 Defendants, and Defendants has failed to indemnify Plaintiff and Class Members for these  
25 employment-related expenses.

26 36. Defendants continue to employ non-exempt, hourly-paid employees within  
27 California.  
28

1           37. Plaintiff and Class Members primarily performed non-exempt work, often in  
2 excess of the maximum regular rate hours set forth in the applicable IWC Wage Order(s),  
3 regulations or statutes, and therefore entitled the Plaintiff and Class Members to overtime  
4 compensation at the rate of one and a half times their regular rate of pay and, when applicable,  
5 double time compensation as set forth by the applicable IWC Wage Order(s), regulations and/or  
6 statutes.

7           38. During the Class Period, Defendants required Plaintiff and Class Members to work  
8 regular hours, off the clock hours, and overtime hours without lawful compensation in violation  
9 of the applicable IWC Wage Order(s), regulations and statutes, and Defendants: (1) willfully  
10 failed and refused, and continue to fail and refuse to pay compensation for all hours worked,  
11 including lawful regular time and overtime compensation, to Class Members; and (2) willfully  
12 failed and refused, and continue to fail and refuse to pay due and owing wages promptly upon  
13 termination of employment to Plaintiff and affected Class Members.

14           39. Class Members who ended their employment with Defendants during the Class  
15 Period but were not paid the above due compensation for all hours worked timely upon the  
16 termination of their employment as required by Labor Code Sections 201, 202, and 203 are  
17 entitled to penalties as provided by Labor Code Section 203.

18           40. During the Class Period, Defendants failed to furnish Plaintiff and Class Members  
19 with accurate, itemized wage statements showing all applicable hourly rates, and all gross and  
20 net wages earned (including correct hours worked, correct wages earned for hours worked,  
21 correct overtime hours worked, correct wages for meal periods that were not provided in  
22 accordance with California law, correct wages for rest periods that were not authorized and  
23 permitted to take in accordance with California law). As a result of these violations of  
24 California Labor Code § 226(a), Plaintiff and Class Members are owed the amounts provided  
25 for in California Labor Code § 226(e), including actual damages.  
26  
27  
28



(d) All persons who are employed or have been employed by Defendants in the State of California, and who, within the four (4) years of the filing of this Complaint to the present, have worked as non-exempt employees and have not been reimbursed expenditures in discharge of their duties;

(e) All persons who are employed or have been employed by Defendants in the State of California, and who, within the three (3) years of the filing of this Complaint to the present, have worked as non-exempt employees and have been terminated or resigned, and have not been paid wages pursuant to Labor Code Section 203 and are owed restitution and waiting time penalties for unpaid wages;

(f) All persons who are employed or have been employed by Defendants in the State of California, and who, within the one (1) year of the filing of this Complaint to the present have worked as non-exempt employees and were not provided an accurate payroll record or wage statement as required under Labor Code Sections 226 and 1174;

(g) All persons who are employed or have been employed by Defendants in the State of California, and who, within the four (4) years of the filing of this Complaint to the present, have worked as non-exempt employees and were subjected to unlawful and unfair business practices within the meaning of California's Unfair Competition Law and who suffered injury, including lost money, as a result of Defendants' unlawful and unfair business practices.

44. Throughout discovery in this litigation, Plaintiff may find it appropriate and/or necessary to amend the definition of the Class. Plaintiff will formally define and designate a class definition at such time when Plaintiff seeks to certify the Class alleged in this Complaint.

45. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure Section 382 because there is a well-defined common interest of many persons and it is impractical to bring them all before the court.

1           46.     The Court should permit this action to be maintained as a class action pursuant to  
2 Code of Civil Procedure Section 382 because:

- 3           (a)    The questions of law and fact common to Class predominate over any  
4                   question affecting only individual class members;
- 5           (b)    A class action is superior to any other available method for the fair and  
6                   efficient adjudication of the claims of the Class members;
- 7           (c)    Class is so numerous that it is impractical to bring all members of the  
8                   Class before the Court;
- 9           (d)    Plaintiff and Class Members will not be able to obtain effective and  
10                  economic legal redress unless the action is maintained as a class action;
- 11          (e)    There is a community of interest in obtaining appropriate legal and  
12                  equitable relief for the common law and statutory violations and other  
13                  improprieties and in obtaining adequate compensation for the damages  
14                  and injuries which Defendants' actions have inflicted upon Class;
- 15          (f)    There is a community of interest in ensuring that the combined assets and  
16                  available insurance of the Defendants are sufficient to adequately  
17                  compensate Class Members for the injuries sustained;
- 18          (g)    Without class certification, the prosecution of separate actions by  
19                  individual members of the Class would create a risk of:
- 20                  (1) Inconsistent or varying adjudications with respect to individual  
21                       members of the Class which would establish an incompatible  
22                       standard of conduct for Defendants; and/or
- 23                  (2) Adjudications with respect to the individual members which  
24                       would, as a practical matter, be dispositive of the interests of other  
25                       members not parties to the adjudications, or would substantially  
26                       impair or impede their ability to protect their interests, including  
27                       but not limited to the potential for exhausting the funds available  
28                       from those parties who are, or may be, responsible Defendants; and

1 (h) Defendants have acted or refused to act on grounds generally applicable  
2 to Class, thereby making final injunctive relief appropriate with respect to  
3 Class as a whole.

4 47. There is a well-defined community of interest in the litigation and Class is  
5 readily ascertainable:

- 6 (a) Numerosity: The members of Class (and each subclass, if any) are so  
7 numerous that joinder of all members would be unfeasible and impractical.  
8 The membership of the entire Class is unknown to Plaintiff at this time,  
9 however, the Class is estimated to be greater than 100 individuals and the  
10 identity of such membership is readily ascertainable by inspection of  
11 Defendants' records.
- 12 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the  
13 interests of each Class Member with whom there is a shared, well-defined  
14 community of interest, and Plaintiff's claims (or defenses, if any) are typical  
15 of all Class Members' claims as demonstrated herein.
- 16 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect  
17 the interests of each Class Member with whom there is a shared, well-  
18 defined community of interest and typicality of claims, as demonstrated  
19 herein. Plaintiff has no conflicts with or interests antagonistic to any Class  
20 Member. Plaintiff's attorneys, the proposed class counsel, are versed in the  
21 rules governing class action discovery, certification, and settlement.  
22 Plaintiff has incurred, and throughout the duration of this action, will  
23 continue to incur costs and attorneys' fees that have been, are, and will be  
24 necessarily expended for the prosecution of this action for the substantial  
25 benefit of each class member.
- 26 (d) Superiority: A Class Action is superior to other available methods for the  
27  
28

1 fair and efficient adjudication of the controversy, including consideration of:

- 2 1. The interests of the members of the Class in individually
- 3 controlling the prosecution or defense of separate actions;
- 4 2. The extent and nature of any litigation concerning the
- 5 controversy already commenced by or against members of the
- 6 Class;
- 7 3. The desirability or undesirability of concentrating the
- 8 litigation of the claims in the particular forum; and
- 9 4. The difficulties likely to be encountered in the management of
- 10 a class action.

11 (e) Public Policy Considerations: The public policy of the State of California is  
 12 to resolve the California Labor Code claims of many employees through a  
 13 class action. Indeed, current employees are often afraid to assert their rights  
 14 out of fear of direct or indirect retaliation. Former employees are also  
 15 fearful of bringing actions because they believe their former employers  
 16 might damage their future endeavors through negative references and/or  
 17 other means. Class actions provide the class members who are not named in  
 18 the complaint with a type of anonymity that allows for the vindication of  
 19 their rights at the same time as their privacy is protected.  
 20

21 48. Plaintiff contemplates the eventual issuance of notice to the proposed members of  
 22 the Class that would set forth the subject and nature of the instant action. Defendants' own  
 23 business records may be utilized for assistance in the preparation and issuance of the  
 24 contemplated notices. To the extent that any further notices may be required, Plaintiff would  
 25 contemplate the use of additional techniques and forms commonly used in class actions, such as  
 26 published notice, e-mail notice, website notice, first-class mail, or combinations thereof, or by  
 27 other methods suitable to Class and deemed necessary and/or appropriate by the Court.

28 ///

**FIRST CAUSE OF ACTION**

**Failure to Pay All Wages for All Hours Worked and Sick Pay**

**(Against Defendants, DOES 1 through 50, and each of them)**

49. Plaintiff and Class Members re-allege and incorporate by reference all preceding paragraphs of this complaint as though fully set forth herein.

50. Labor Code Section 510, subdivision (a) states in pertinent part: “Any work in excess of eight hours in one workday and any work in excess of 40 hours 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 any employee.”

51. Labor Code Section 1194, subdivision (a) states: “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.”

52. Further, pursuant to Labor Code Section 1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

53. Pursuant to Labor Code Section 1198, it is unlawful to employ persons for longer than the hours set by the Industrial Welfare Commission or under conditions prohibited by the IWC Wage Order(s).

54. Pursuant to the IWC Wage Order(s), Defendants is required to pay Plaintiff and Class Members for all hours worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work, whether or not required to do so.

55. Labor Code Section 204 requires employers to pay employees all earned wages two times per month on days designated in advance by the employer as regular paydays. Pursuant to Labor Code Section 204 (a) 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

1 day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the  
2 following month. Pursuant to Labor Code Section 204 (d) the requirements of this Section shall  
3 be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if  
4 the wages are paid not more than seven calendar days following the close of the payroll period.  
5 Plaintiff and Class were also entitled to be paid twice a month at their regular rates, including all  
6 meal period premium wages owed, rest period premium wages owed, and wages owed for hours  
7 worked. However, during Class period, Defendants systematically failed and refused to pay the  
8 employees all wages due, and failed to pay those wages twice a month, in that employees were  
9 not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods  
10 not authorized and permitted by Defendants, and all wages for all hours worked.

11 56. During the Class Period, Defendants were obligated to pay Plaintiff and Class  
12 Members for all hours worked. During the Class Period Defendants regularly required Plaintiff  
13 and Class Members to arrive early to stay in line to clock in to work but did not compensate for  
14 that time. Plaintiff and Class Members were often times also required to clock out for meal periods  
15 but continue working off-the-clock. Additionally, Plaintiff and Class Members were required to  
16 check their next shift schedules using an application on their personal cell phones after the  
17 scheduled shift hours. In maintaining a practice of not paying all wages owed, Defendants failed  
18 to maintain accurate records of the hours Plaintiff and Class Members worked. In doing so,  
19 Defendants also failed to maintain accurate records of the hours Plaintiff and Class Members  
20 worked.

21 57. Plaintiff and Class Members were required to work overtime in excess of eight (8)  
22 hours per workday and in excess of forty (40) hours per workweek but were not paid at the proper  
23 overtime rate of pay.

24 58. Defendants' pattern, practice and uniform administration of corporate policy  
25 regarding illegal employee compensation as described herein is unlawful and creates an  
26 entitlement, pursuant to Labor Code Section 218, to recovery by Plaintiff and the members of the  
27 Class, in a civil action, of the unpaid balance of the full amount of wages owing, calculated at the  
28 appropriate rate.

59. Pursuant to Labor Code Section 1194.2(a) (which provides that in any action under Labor Code § 1194, an employee shall be entitled to recover liquidated damages), the members of Class seek recovery of liquidated damages on the straight-time portion of uncompensated hours of work (not including the overtime portion thereof) in an amount equal to the wages unlawfully unpaid and interest thereon.

60. That calculation of individual damages for Class Members may at some point be required does not foreclose the possibility of taking common evidence on questions regarding their entitlement to overtime compensation. *Collins v. Rocha* (1972) 7 Cal.3d 232; *Hypolite v. Carleson* (1975) 52 Cal.App.3d 566; *Employment Development Dept. v. Superior Court* (1981) 30 Cal.3d 256).

61. Pursuant to Labor Code Sections 218.6 and 1194(a) and Civil Code Section 3287, Class Members seek recovery of pre-judgment interest on all amounts recovered herein.

62. Pursuant to Labor Code Sections 218.5 and/or 1194, Class Members request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

## **SECOND CAUSE OF ACTION**

### **Failure to Provide Meal Periods or Compensation in Lieu Thereof**

#### **(Against Defendants, DOES 1 through 50, and each of them)**

63. Plaintiff and Class Members re-allege and incorporate by reference all preceding paragraphs of this complaint as though fully set forth herein.

64. Labor Code Sections 226.7 and 512 provide that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes within the fifth (5th) hour of work, or employ any person for a work period of more than ten (10) hours without a second (2nd) meal period of not less than thirty (30) minutes.

65. Labor Code Section 226.7 provides that if an employer fails to provide an employee a meal period in accordance with this Section, 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 accordance with this Section.

66. Defendants failed to schedule Plaintiff and Class Members in a manner as to reasonably ensure that Plaintiff and Class Members could take such meal periods within the statutory timeframe. As a result, Plaintiff and Class were often forced to forego their meal periods, work during their meal periods and/or take meal periods after the fifth (5th) hour of their shifts. In so doing, Defendants has intentionally and improperly denied meal periods to Plaintiff and Class Members in violation of Labor Code Sections 226.7 and 512, and other regulations and statutes.

67. At all times relevant hereto, Plaintiff and Class have worked more than five (5) hours in a workday.

68. By virtue of Defendants' failure to schedule Plaintiff and Class Members in such a way as to provide a timely and/or work free meal period to Plaintiff and Class Members, Plaintiff and Class Members have suffered, and will continue to suffer, damages in an amount which is presently unknown, but which exceed the jurisdictional limits of this Court and which will be ascertained according to proof at trial.

69. Plaintiff, individually and on behalf of Class Members, requests recovery of meal period compensation pursuant to Labor Code Section 226.7 for the four (4) years prior to filing this complaint, as well as the assessment of any statutory penalties against Defendants in a sum as provided by the Labor Code and/or other statutes.

### **THIRD CAUSE OF ACTION**

#### **Failure to Provide Rest Periods or Compensation in Lieu Thereof**

#### **(Against Defendants, DOES 1 through 50, and each of them)**

70. Plaintiff and Class Members re-allege and incorporate by reference all preceding paragraphs of this complaint as though fully set forth herein.

71. The IWC Wage Orders and Labor Code Section 226.7 provides that employers must authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours or major fraction thereof.

72. Labor Code Section 226.7, subdivision (b) provides that if an employer fails to provide an employee rest period in accordance with this Section, the employer shall pay the

1 employee one (1) hour of pay at the employee's regular rate of compensation for each workday  
2 that the rest period is not provided.

3 73. Defendants failed and/or refused to implement a policy by which Plaintiff and  
4 Class Members could receive rest periods and/or work free rest periods. By and through its  
5 actions, Defendants intentionally and improperly denied rest periods to Plaintiff and Class  
6 Members in violation of Labor Code Sections 226.7 and 512.

7 74. At all times relevant hereto, Plaintiff and Class have worked more than four (4)  
8 hours in a workday.

9 75. By virtue of the Defendants' unlawful failure to provide rest periods to Plaintiff  
10 and Class Members, Plaintiff and Class Members have suffered, and will continue to suffer,  
11 damages, in amounts which are presently unknown, but which exceed the jurisdictional limits of  
12 this Court and which will be ascertained according to proof at trial.

13 76. Plaintiff, individually and on behalf of employees similarly situated, requests  
14 recovery of rest period compensation pursuant to Labor Code Section 226.7 for the four (4) years  
15 prior to filing this Complaint, as well as the assessment of any statutory penalties against  
16 Defendants, and each of them, in a sum as provided by the Labor Code and/or any other statute.

#### 17 **FOURTH CAUSE OF ACTION**

##### 18 **Failure to Provide Accurate Itemized Wage Statements**

##### 19 **(Against Defendants, DOES 1 through 50, and each of them)**

20 77. Plaintiff and Class re-allege and incorporate by reference all preceding paragraphs  
21 of this complaint as though fully set forth herein.

22 78. Labor Code Section 1174, subdivision (d) requires an employer to keep at a central  
23 location in California, or at the plant or establishment at which the employee is employed, payroll  
24 records showing the hours worked daily by, and the wages paid to, each employee.

25 79. Labor Code Section 226, subdivision (a) requires an employer to provide  
26 employees—either as a detachable part of the check, draft, or voucher paying the employee's  
27 wages, or separately when wages are paid by personal check or cash—an accurate itemized wage  
28 statement in writing showing

(1) gross wages earned, (2) total hours worked by the employee . . . , (4) all deductions . . . , (5) net wages, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (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 corresponding number of hours worked at each hourly rate by the employee . . . .

80. Moreover, the IWC Wage Orders require that every employer shall keep accurate information with respect to each employee, including time records showing when each employee begins and ends each work period, when each employee takes a meal period, the total daily hours worked by each employee and the total hours worked in each payroll period, and applicable rates of pay.

81. Plaintiff is informed and believes that Defendants willfully and intentionally failed to make and/or keep records which accurately reflect the hours worked by Plaintiff and Class. Specifically, Plaintiff believes that Defendants' records do not accurately reflect when Plaintiff and Class worked during their meal and rest periods and/or took untimely meal periods or worked for hours not paid.

82. Labor Code Section 226, subdivision (e) provides that if an employer knowingly and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned, the total hours worked by the employee, causing the employee injury, then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and believes that Defendants willfully failed to make or keep accurate records for Plaintiff and Class.

83. Plaintiff is informed and believes that Defendants' failure to keep accurate payroll records, as described above, violated Labor Code Section 1174, subdivision (d) and Section 226, subdivision (a), and the applicable IWC Wage Order(s). Pursuant to Labor Code Section 2699,

subdivision (f)(2), Plaintiff and Class are entitled to penalties of \$100.00 and for the initial violation and \$200.00 for each subsequent violation for every pay period during which these records and information were not kept by Defendants.

84. Plaintiff is informed and believes that Defendants' failure to keep and maintain accurate records and information, as described above, was willful, and Plaintiff and Class are entitled to statutory penalties pursuant to Labor Code Section 1174.5.

### **FIFTH CAUSE OF ACTION**

#### **Failure to Pay Wages upon Termination of Employment**

#### **(Against Defendants, DOES 1 through 50, and each of them)**

85. Plaintiff and Class re-allege and incorporate by reference all preceding paragraphs of this complaint as though fully set forth herein.

86. Plaintiff and certain Class Members who ended their employment with Defendants during the Class Period, were entitled to be promptly paid for all hours worked, including lawful regular time compensation, overtime compensation, double-time compensation, and other premiums, as required by Labor Code Sections 201 through 203. They are also entitled to meal period and rest period premium pay in accordance with Labor Code Sections 226 and 226.7.

87. Plaintiff and Class Members were not compensated for their unlawful and/or missed meal periods and/or rest periods, and were not paid proper regular time compensation, overtime compensation or double-time compensation in accordance with law.

88. To date, Class Members who ended their employment with Defendants during the Class Period have not been compensated for all hours worked.

89. Plaintiff and Class Members seek the payment of penalties pursuant to Labor Code Section 203, according to proof.

90. Plaintiff is also entitled to attorneys' fees and costs, pursuant to Labor Code Section 1194, and prejudgment interest.

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**SIXTH CAUSE OF ACTION**

**Failure to Reimburse for Necessary Business Expenditures**

**(Against Defendants, DOES 1 through 50, and each of them)**

91. Plaintiff and Class re-allege and incorporate by reference all the above paragraphs of this complaint as if fully alleged herein.

92. California Labor Code §2802, states "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties."

93. Plaintiff and Class incurred expenses as a direct result of performing their job duties for Defendants, and Defendants has failed to indemnify Plaintiff and Class for these employment-related expenses.

94. Defendants knowingly, willingly and intentionally attempted to offset the cost of doing business on the Plaintiff and Class.

95. Defendants had a corporate practice and policy of requiring Plaintiff and Class to shoulder the burden of Defendants' cost of doing business by failing to reimburse Plaintiff and Class for necessary expenditures.

96. Accordingly, Plaintiff and Class are entitled to an award of "necessary expenditures or losses" shall include all reasonable costs, including, but not limited to, attorney's fees and interest.

**SEVENTH CAUSE OF ACTION**

**Unfair Business Practices**

**(Against Defendants, DOES 1 through 50, and each of them)**

97. Plaintiff and Class re-allege and incorporate by reference all preceding paragraphs of this complaint as though fully set forth herein.

98. Business and Professions Code Section 17200 et seq. (also referred to herein as the "Unfair Business Practices Act" or "Unfair Competition Law") prohibits unfair competition in the form of any unlawful, unfair or fraudulent business act or practice.

1           99. Business and Professions Code Section 17204 allows “a person who has suffered  
2 injury in fact and has lost money or property as a result of the unfair competition” to prosecute a  
3 civil action for violation of the Unfair Competition Law (“UCL”).

4           100. Labor Code Section 90.5, subdivision (a) states that it is the public policy of  
5 California to vigorously enforce minimum labor standards in order to ensure employees are not  
6 required to work under substandard and unlawful conditions, and to protect employers who  
7 comply with the law from those who attempt to gain competitive advantage at the expense of their  
8 workers by failing to comply with minimum labor standards.

9           101. Beginning at an exact date unknown to Plaintiff, but at least since the date four (4)  
10 years prior to the filing of this lawsuit, Defendants has committed acts of unfair competition as  
11 defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair and fraudulent  
12 business practices and acts described in this Complaint including but not limited to violations of  
13 Labor Code Sections 201-204, 226, 226.7, 510, 558, 1174.5, 1197.1, 2802, 2699(f)(2) as well as  
14 other statutes.

15           102. The violations of these laws and regulations, as well as of the fundamental  
16 California public policies protecting workers, serve as unlawful predicate acts and practices for  
17 purposes of Business and Professions Code Section 17200 et seq.

18           103. The acts and practices described above constitute unfair, unlawful and fraudulent  
19 business practices, and unfair competition, within the meaning of Business and Professions Code  
20 Section 17200 et seq. Among other things, the acts and practices have forced Plaintiff and other  
21 similarly situated employees to labor for many consecutive hours without receiving the meal and  
22 rest periods and overtime compensation to which they are entitled by law, while enabling  
23 Defendants to gain an unfair competitive advantage over law-abiding employers and competitors.

24           104. As a result of Defendants’ acts, Plaintiff and Class Members have suffered injury  
25 in fact in being denied their statutorily entitled meal and rest periods and full compensation for  
26 hours worked.

27           105. As a direct and proximate result of the aforementioned acts and practices, Plaintiff  
28 and Class have suffered lost wages in an amount to be proven at trial.

1           106. Business and Professions Code Section 17203 provides that a court may make  
2 such orders or judgments as may be necessary to prevent the use or employment by any person  
3 of any practice which constitutes unfair competition. Injunctive relief is necessary and  
4 appropriate to prevent Defendants from repeating its unlawful, unfair and fraudulent business acts  
5 and business practices alleged above.

6           107. Business and Professions Code Section 17203 provides that the Court may restore  
7 to any person in interest any money or property that may have been acquired by means of such  
8 unfair competition. Plaintiff and Class are entitled to restitution pursuant to Business and  
9 Professions Code Section 17203 for all wages and payments unlawfully withheld from  
10 employees, including the fair value of the meal and rest periods taken away from them during the  
11 four-year period prior to the filing of this Complaint, as well as for all expenses or losses incurred  
12 by Plaintiff and Class in direct consequence of the discharge of his or her duties, or of his or her  
13 obedience to the directions of the employer.

14           108. Business and Professions Code Section 17202 provides, “Notwithstanding Section  
15 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,  
16 forfeiture, or penal law in a case of unfair competition.” Plaintiff and Class are entitled to enforce  
17 all applicable penalty provisions of the Labor Code pursuant to Business and Professions Code  
18 Section 17202.

19           109. Plaintiff’s success in this action will enforce important rights affecting public  
20 interest, and in that regard, Plaintiff sues on behalf of the general public, as well as herself and  
21 other similarly situated employees. Plaintiff and Class seek and are entitled to restitution, civil  
22 penalties, declaratory and injunctive relief, and all other equitable remedies owing them.

23           110. Plaintiff herein takes upon himself enforcement of these laws and lawful claims.  
24 There is a financial burden involved in pursuing this action. The action is seeking to vindicate a  
25 public right, and it would be against the interests of justice to penalize Plaintiff by forcing her to  
26 pay attorneys’ fees from the recovery in this action. Attorneys’ fees are appropriate pursuant to  
27 Code of Civil Procedure Section 1021.5 and otherwise.

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**EIGHTH CAUSE OF ACTION**

**Violation of California Private Attorneys General Act of 2004, Labor Code §§ 2698 *et seq.*  
(Against Defendants, DOES 1 through 50, and each of them)**

111. Plaintiff re-alleges and incorporates by reference all preceding paragraphs herein, as if fully alleged herein.

112. Plaintiff seeks recovery of penalties under the Labor Code Private Attorney General Act of 2004 (“PAGA.”) (Labor Code sections 2698 *et seq.*)

113. PAGA permits an “aggrieved employee” to recover penalties on behalf of himself/herself and other employees subject to violations of the Labor Code, including violations of sections 201-204, 226, 226.7, 227.3, 510, 512, 1174, 1194, and 2802, as well as the applicable Wage Order.

114. Plaintiff is informed and believes Defendants at all relevant times employed one or more employees.

115. For those code sections that provide for the recovery of civil penalties, Plaintiff will seek on behalf of all aggrieved employees those penalties. For those sections of the Labor Code that do not specifically provide for civil penalties, Plaintiff will seek civil penalties of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation pursuant to Labor Code section 2699, subdivision (f).

116. Section 2699, subdivision (a) provides that civil penalties may be “recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees.” (Code Civ. Proc., § 2699, subd. (a).) Section 2699, subdivision (g), provides that an employee who prevails in a civil action under section 2699 shall be entitled to an award of reasonable attorneys’ fees and costs.

117. The State of California, Plaintiff and aggrieved employees are, therefore, entitled to civil penalties, attorneys’ fees and costs, according to proof.

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**PRAYER FOR RELIEF**

Plaintiff, individually, and on behalf of all others similarly situated only with respect to the class claims, prays for relief and judgment against Defendants as follows:

**Class Certification**

1. That this action be certified as a class action with respect to the First, Second, Third, Fourth, Fifth, Sixth and Seventh Causes of Action;

2. That Plaintiff be appointed as the representative of the Class; and

3. That counsel for Plaintiff be appointed as Class Counsel.

**As to the First Cause of Action**

4. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 204, 510, 1194, 1198 and applicable IWC Wage Orders by willfully failing to pay all wages due;

5. For general unpaid wages as may be appropriate;

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

7. For liquidated damages;

8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and,

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

**As to the Second Cause of Action**

10. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

11. For unpaid meal period premium wages as may be appropriate;

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

1           13. For reasonable attorneys' fees under California Code of Civil Procedure §  
2           1021.5, and for costs of suit incurred herein; and

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

5                           As to the Third Cause of Action

6           15. That the Court declare, adjudge and decree that Defendants violated California  
7           Labor Code §§ 226.7 and 512, and the IWC Wage Orders;

8           16. For unpaid rest period premium wages as may be appropriate;

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

11          18. For reasonable attorneys' fees under California Code of Civil Procedure §  
12          1021.5, and for costs of suit incurred herein; and

13          19. For such other and further relief as the Court may deem equitable and  
14          appropriate.

15                           As to the Fourth Cause of Action

16          20. That the Court declare, adjudge and decree that Defendants violated the record  
17          keeping provisions of California Labor Code § 226(a) and applicable IWC Wage Orders,  
18          and willfully failed to provide accurate itemized wage statements thereto;

19          21. For penalties and actual damages pursuant to California Labor Code § 226(e);

20          22. For injunctive relief to ensure compliance with this Section, pursuant to  
21          California Labor Code § 226(h);

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

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

25                           As to the Fifth Cause of Action

1           25. That the Court declare, adjudge and decree that Defendants violated California  
2 Labor Code §§ 201, 202, 203 by willfully failing to pay all compensation owed at the time  
3 of termination of the employment;

4           26. For statutory wage penalties pursuant to California Labor Code § 203 for former  
5 employees who have left Defendants' employ;

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

8           28. For reasonable attorneys' fees and for costs of suit incurred herein; and

9           29. For such other and further relief as the Court may deem equitable and  
10 appropriate.

11                           As to the Sixth Cause of Action

12           30. That the Court declare, adjudge and decree that Defendants violated Labor Code  
13 § 2802 and the IWC Wage Orders;

14           31. For general unpaid wages and reimbursement of business expenses as may be  
15 appropriate;

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

18           33. For reasonable attorneys' fees and for costs of suit incurred herein; and

19           34. For such other and further relief as the Court may deem equitable and  
20 appropriate.  
21

22                           As to the Seventh Cause of Action

23           35. That the Court declare, adjudge and decree that Defendants violated California  
24 Business & Professions Code §§ 17200, *et seq.* by failing to pay wages for all hours worked,  
25 failing to provide meal periods, failing to maintain accurate records of meal periods, failing  
26 to authorize and permit rest periods, and failing to maintain accurate records of all hours  
27  
28

1 worked and meal periods, failing to furnish accurate wage statements, and failing to  
2 indemnify necessary business expenses;

3 36. For restitution of unpaid wages to Plaintiff and all Class Members and  
4 prejudgment interest from the day such amounts were due and payable;

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

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

11 39. For injunctive relief to ensure compliance with this Section, pursuant to  
12 California Business & Professions Code §§ 17200, *et seq.*; and,

13 40. For such other and further relief as the Court may deem equitable and  
14 appropriate.  
15

16 As to the Eighth Cause of Action

17 41. That the Court declare, adjudge and decree that Defendants violated the  
18 California Labor Code by failing to pay wages for all hours worked, failing to provide meal  
19 periods, failing to maintain accurate records of meal periods, failing to authorize and permit  
20 rest periods, failing to maintain accurate records of all hours worked and meal periods,  
21 failing to indemnify necessary business expenses, failing to pay final wages at termination,  
22 and failing to furnish accurate wage statements;

23 42. For all civil penalties pursuant to California Labor Code § 2699, *et seq.*, and all  
24 other applicable Labor Code provisions;

25 43. For reasonable attorneys' fees and costs of suit incurred herein pursuant to  
26 California Labor Code § 2699;  
27  
28

1           44. For such other and further relief as the Court may deem equitable and  
2 appropriate.

3                               As to all Causes of Action

4           45. For any additional relief that the Court deems just and proper.

5  
6 Dated: May 1, 2024

**TUNYAN LAW, APC**

7  
8 A handwritten signature in blue ink, appearing to read 'L. Tunyan', is written over a horizontal line.

9  
10 Lilit Tunyan  
Artur Tunyan

11 Attorneys for Plaintiff KIMBERLY M. WILHELM  
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**DEMAND FOR JURY TRIAL**

Plaintiff KIMBERLY M. WILHELM hereby demands a jury trial on all issues so triable.

Dated: May 1, 2024

**TUNYAN LAW, PAC**



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Lilit Tunyan  
Artur Tunyan

Attorneys for Plaintiff KIMBERLY M.  
WILHELM

**Exhibit “A”**



535 N Brand Blvd. Suite 285  
Glendale, CA 91203  
Tel: (323) 410-5050  
[ltunyan@tunyanlaw.com](mailto:ltunyan@tunyanlaw.com)

January 30, 2024

**VIA ONLINE SUBMISSION**

Labor & Workforce Development Agency  
Attn. PAGA Administrator  
1515 Clay Street, Ste. 801  
Oakland, CA 94612  
[PAGAFilings@dir.ca.gov](mailto:PAGAFilings@dir.ca.gov)

**VIA CERTIFIED MAIL**

**Return Receipt Requested**

Kemper Sports Management, LLC  
Kemper Sports Management Holdings, LLC  
500 Skokie Boulevard, Suite 444  
Northbrook, IL 60062

**VIA CERTIFIED MAIL**

**Return Receipt Requested**

Agent for Service of Process for  
Kemper Sports Management, LLC  
Kemper Sports Management Holdings, LLC  
CSC-Lawyers Incorporating Service  
Registered Corporate 1505 Agent  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, California 95833-3505

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO  
LABOR CODE SECTION § 2698 ET SEQ.**

*Re: Wilhelm v. Kemper Sports Management, LLC, et al.*

To Whom It May Concern:

Please be advised that The Sentinel Firm, APC has been retained by Kimberly M. Wilhelm ("Plaintiff") to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against her former employers Kemper Sports Management, LLC and Kemper Sports Management Holdings, LLC ("Defendants"). Pursuant to the joint prosecution and fee sharing agreement entered between Tunyan Law, APC and The Sentinel

Firm, APC and Plaintiff's written consent to joint prosecution and fee sharing agreement, Tunyan Law, APC and The Sentinel Firm, APC will be jointly prosecuting Plaintiff's action against Defendants. The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Plaintiff alleges Defendants engaged in with respect to Plaintiff and all of Defendants' aggrieved employees.

Plaintiff wishes to pursue a PAGA representative action on behalf of herself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Defendants in California as an hourly paid, non-exempt employee at any time within the applicable statutory period ("the Aggrieved Employees").

Plaintiff and the Aggrieved Employees of Defendants suffered the Labor Code violations described below.

### **Factual Background Regarding Plaintiff's Employment with Defendants**

Defendants own and operate an industry, business, and establishment within the State of California, including Orange County. As such, Defendants are subject to the California Labor Code and the Wage Orders issued by the Industrial Welfare Commission ("IWC").

Plaintiff worked for Defendants as a bartender/server from approximately May 2017 to December 1, 2023, primarily in Orange County. Defendants classified Plaintiff as non-exempt from overtime. During the time period that Plaintiff was employed by Defendants, Plaintiff typically worked 5 days per week and over 8 hours each workday.

Throughout Plaintiff's employment, Defendants committed numerous labor code violations under state law. As discussed below, Plaintiff's experience working for Defendants was typical and illustrative.

### **Failure to Pay for All Hours Worked, Including Overtime**

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is 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 addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the

employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Throughout the statutory time period, Defendants maintained a policy and practice of failing to pay Plaintiff and the Aggrieved Employees for all hours worked. Defendants maintained a policy and practice of requiring Plaintiff and the Aggrieved Employees to perform work “off-the-clock”. During the statutory period Defendants regularly required Plaintiff and the Aggrieved Employees to arrive early to stay in line to clock in to work but did not compensate for that time. Plaintiff and the Aggrieved Employees were often times also required to clock out for meal periods but continue working off-the-clock. Additionally, Plaintiff and the Aggrieved Employees were required to check their next shift schedules using an application on their personal cell phones after the scheduled shift hours. In maintaining a practice of not paying all wages owed, Defendants failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked. In doing so, Defendants also failed to maintain accurate records of the hours Plaintiff and the Aggrieved Employees worked.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

### **Failure to Provide Meal Periods**

Under California law, employers have an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Defendants wrongfully failed to provide Plaintiff and the Aggrieved Employees with legally compliant meal periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Plaintiff and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Plaintiff and the Aggrieved Employees would often times miss or have late, interrupted or short meal periods because of the lack of coverage by other employees during the meal periods. Plaintiff and the Aggrieved Employees would often times clock out for meal periods but continue working. Accordingly, Defendants’ policy and practice was to not provide meal periods to Plaintiff and the Aggrieved Employees in compliance with California law.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Defendants,

however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

### **Failure to Authorize and Permit Rest Periods**

Employers are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws.

Defendants, however, wrongfully failed to authorize and permit Plaintiff and the Aggrieved Employees to take timely and duty-free rest periods. Defendants regularly required Plaintiff and the Aggrieved Employees to work in excess of four consecutive hours a day without Defendants authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Plaintiff and the Aggrieved Employees for rest periods that were not authorized or permitted. Plaintiff and the Aggrieved Employees would often times miss their first and second rest periods or have interrupted or short rest periods. Accordingly, Defendants' policy and practice was for Plaintiff and the Aggrieved Employees to work through rest periods and to not authorize or permit them to take any rest periods.

Plaintiff and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Defendants, however, regularly failed to pay Plaintiff and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

### **Failure to Maintain Accurate Records of Hours Worked**

Plaintiff seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who willfully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records

showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Defendants, however, failed to maintain accurate records of hours worked and meal periods taken or missed by Plaintiff and the Aggrieved Employees.

Defendants' failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and disputing the wage payments paid to them.

As a result, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

### **Failure to Reimburse and Indemnify Expenses**

California Labor Code § 2802 requires employers to reimburse employees for their necessary expenditures and losses incurred as a direct consequence of the discharge of their duties or of their obedience to the directions of the employer.

Throughout the statutory period, Defendants wrongfully required Plaintiff and the Aggrieved Employees to pay expenses that they incurred in direct discharge of their duties for Defendants without reimbursement. Plaintiff and the Aggrieved Employees were required to use their personal vehicles to drive from Defendants' one worksite to another worksite but were not reimbursed for mileage. Plaintiff and the Aggrieved Employees were also required to use their personal cell phones to download an application on their personal cell phones to check their next shift schedules and to communicate with supervisors regarding schedules and work but were not compensated for that. Plaintiff and the Aggrieved Employees would also use their personal cell phones to look for recipes. Plaintiff and the Aggrieved Employees incurred these substantial expenses as a direct result of performing their job duties for Defendants, and Defendants has failed to indemnify Plaintiff and the Aggrieved Employees for these employment-related expenses.

**Failure to Timely Pay All Wages at Termination**

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours 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.

Within the applicable statute of limitations, the employment of Plaintiff and many Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Defendants failed, and continue to fail to pay to Plaintiff and the Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ. These unpaid wages include wages for unpaid work time, missed meal periods, and missed rest periods.

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

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendants their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 2699(f)(2) for failing to timely pay all wages at termination.

**Failure to Furnish Accurate Itemized Wage Statements**

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each

hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. Lab. Code § 226(e)(2)(B)(iii).

The statute further provides: “An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.” Lab. Code § 226(e)(1).

Defendants intentionally and willfully failed to provide employees with complete and accurate wage statements. The deficiencies include, among other things, the failure to correctly list gross wages earned, the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to take in accordance with California law, and correct wages earned for all hours worked.

As a result of Defendants violating Labor Code § 226, Plaintiff and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Plaintiff and the Aggrieved Employees are entitled to recover from Defendants the greater of their actual damages caused by Defendants’ failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

### **Failure to Pay All Earned Wages Twice Per Month**

Based on its failure to pay Plaintiff and the Aggrieved Employees for all wages as discussed above, Defendants also violated Labor Code § 204.

Labor Code § 204 requires employers to pay employees all earned wages two times per 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. Lab. Code § 204(a). 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. Lab. Code § 204(d).

Throughout the statute of limitations period applicable to this cause of action, employees were also entitled to be paid twice a month at their regular rates, including all meal period premium

wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Defendants systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Defendants, all wages for all rest periods not authorized and permitted by Defendants, and all wages for all hours worked. As a result, Defendants owe employees the legally required wages for unpaid wages, and Plaintiff and the Aggrieved Employees suffered damages in those amounts.

Moreover, Defendants are liable to Plaintiff and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

### **Action for Civil Penalties Under PAGA**

In light of the above, Plaintiff alleges that Defendants violated the following provisions of the Labor Code with respect to the Aggrieved Employees:

1. Labor Code § 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum wages, straight time wages and overtime wages;
2. Labor Code § 226.7, 512 and applicable Wage Orders by failing to provide meal periods;
3. Labor Code § 226.7 and applicable Wage Orders by failing to authorize and permit rest periods;
4. Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of hours worked and meal periods taken or missed;
5. Labor Code § 2802 by failing to reimburse and indemnify employees for expenses and losses in the direct consequence and discharge of their duties;
6. Labor Code §§ 201 to 203 by willfully failing to pay all wages owed at termination;
7. Labor Code § 226 by failing to provide accurate itemized wage statements;
8. Labor Code § 204 by failing to pay all earned wages two times per month.

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 558, 1174.5, 1197.1, 2802, 2699(f)(2).

Plaintiff has placed Defendants on notice by mailing a certified copy of this correspondence to its corporate address and address of the agent for service as indicated on the first page.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Plaintiff becomes aware of

additional compensation owed or losses incurred by Plaintiff or by any other aggrieved employee of Defendants or any additional facts, Plaintiff expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,



**Lilit Tunyan, Esq.**  
**TUNYAN LAW, APC**

**From:** [noreply@salesforce.com](mailto:noreply@salesforce.com) on behalf of [LWDA DO NOT REPLY](#)  
**To:** [ltunyan@tunyanlaw.com](mailto:ltunyan@tunyanlaw.com)  
**Subject:** Thank you for submission of your PAGA Case.  
**Date:** Tuesday, January 30, 2024 9:20:23 AM

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1/30/2024

LWDA Case No. LWDA-CM-1008069-24  
Law Firm : Tunyan Law, APC  
Plaintiff Name : Kimberly M. Wilhelm  
Employer: Kemper Sports Management, LLC  
Filing Fee : \$75.00  
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website: [http://labor.ca.gov/Private\\_Attorneys\\_General\\_Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

**USPS TRACKING#**



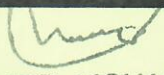
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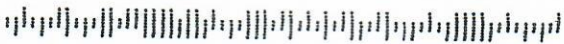
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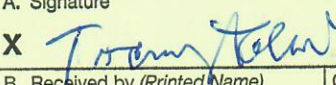
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535 N. Brand Blvd. STE 285  
Glendale, CA 91203

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| <p>■ Complete items 1 and 3.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>                                                                                                                                                                                               | <p>A. Signature  <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <b>SHAMEEL MOHAMMED</b> C. Date of Delivery</p>                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <p>1. Article Address</p> <p><b>SCS-LAW INCORPORATING SERVICE<br/>REGISTERED CORPORATE 1505 AGENT<br/>AGENT SERVICE OF PROCESS FOR<br/>KEMPER SPORTS MANAGEMENT, LLC<br/>KEMPER SPORTS MANAGEMENT HOLDING, LLC<br/>2710 GATEWAY OAKS DRIVE, SUITE 150N<br/>SACRAMENTO, CA 95833-3505</b></p>  <p>9590 9402 8114 2349 9463 97</p> | <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br/>If YES, enter delivery address below:</p> <p><b>FEB 02 2024</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>2. Article Number (Transfer from service label)</p> <p><b>9589 0710 5270 0112 6459 74</b></p>                                                                                                                                                                                                                                                                                                                    | <p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®<br/> <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™<br/> <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery<br/> <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™<br/> <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery<br/> <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Mail Restricted Delivery (00)</p> |

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

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| <b>United States<br/>Postal Service</b>                                            | • Sender: Please print your name, address, and ZIP+4® in this box•<br><div style="text-align: center;"> <br/> <b>TUNYAN LAW, APC</b><br/>         535 N. Brand Blvd. STE 285<br/>         Glendale, CA 91203       </div> |                                                                                   |                                                                    |
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| 1. Article Addressed to:<br><div style="text-align: center;">           KEMPER SPORTS MANAGEMENT, LLC<br/>           KEMPER SPORTS MANAGEMENT HOLDING, LLC<br/>           500 SKOKIE BLVD, SUITE 444<br/>           NORTHBROOK, IL 60062         </div>                                                                                                                                             |  | B. Received by (Printed Name)<br>T Telan                                                                                                                                                                                                                                                | C. Date of Delivery<br>2/5/24 |
| 2. Article Number (Transfer from service label)<br>9589 0710 5270 0112 6459 67                                                                                                                                                                                                                                                                                                                      |  | D. Is delivery address different from item 1? <input type="checkbox"/> Yes<br>If YES, enter delivery address below: <input type="checkbox"/> No                                                                                                                                         |                               |
| 3. Service Type<br><input type="checkbox"/> Adult Signature<br><input type="checkbox"/> Adult Signature Restricted Delivery<br><input type="checkbox"/> Certified Mail®<br><input type="checkbox"/> Certified Mail Restricted Delivery<br><input type="checkbox"/> Collect on Delivery<br><input type="checkbox"/> Collect on Delivery Restricted Delivery<br><input type="checkbox"/> Insured Mail |  | <input type="checkbox"/> Priority Mail Express®<br><input type="checkbox"/> Registered Mail™<br><input type="checkbox"/> Registered Mail Restricted Delivery<br><input type="checkbox"/> Signature Confirmation™<br><input type="checkbox"/> Signature Confirmation Restricted Delivery |                               |
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