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individually, and on behalf of other similarly
situated employees and aggrieved employees
pursuant to the California Private Attorneys
General Act

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

LAURA ABARCA, individually, and on behalf of
other similarly situated employees and aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiff,

vs.

SKIRBALL CULTURAL CENTER; and DOES
1 through 25, inclusive,

Defendants.

Case No.: 24STCV07567

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE ACTION
COMPLAINT**

- (1) Violation of Cal. Labor Code §§ 1194, 1197, and 1197.1 (Minimum Wages)
- (2) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (3) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Meal Break Violations)
- (4) Violation of Cal. Labor Code § 226.7 (Rest Break Violations)
- (5) Violation of Cal. Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (6) Violation of Cal. Labor Code §§ 350 and 351 (Conversion)
- (7) Violation of Cal. Labor Code § 226(a) (Wage Statement Violations)
- (8) Violation of Cal. Labor Code §§ 201, 202, and 203 (Untimely Final Wages)
- (9) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)

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- (10) Violation of Cal. Business & Professions Code §§ 17200, *et seq.* (Unfair and Unlawful Business Practices)**
- (11) Violation of Cal. Labor Code §§ 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004)**

DEMAND FOR JURY TRIAL

1 Plaintiff LAURA ABARCA (“Plaintiff”), individually, and on behalf of other similarly
2 situated employees and aggrieved employees pursuant to the California Private Attorney General Act
3 (“PAGA”), alleges as follows against defendant(s) SKIRBALL CULTURAL CENTER, and DOES 1
4 through 25, inclusive (“Defendants”):

5 INTRODUCTION

6 1. This is a class action to recover damages on behalf of Plaintiff and all current and
7 former hourly-paid and/or non-exempt employees who worked for Defendants in the State of
8 California at any time during the period from four years prior to the date of the filing of the original
9 Complaint through final judgment (“Class Members”).

10 2. This is also an enforcement action under PAGA to recover civil penalties on behalf of
11 Plaintiff, the State of California, and all current and former hourly-paid and/or non-exempt employees
12 who worked for Defendants in the State of California at any time from one year prior to Plaintiff’s
13 submission of written notice of Defendants’ alleged violations of the California Labor Code to the
14 Labor & Workforce Development Agency (“LWDA”) through final judgment (“Aggrieved
15 Employees”).

16 3. Plaintiff alleges that Defendants hired Plaintiff, Class Members, and the Aggrieved
17 Employees but, among other things, failed to properly pay them all wages owed for all time worked
18 (including minimum wages, straight time wages, and overtime wages), failed to provide them with all
19 meal periods and rest periods and associated premium wages to which they were entitled, failed to
20 timely pay them all wages due during their employment, failed to timely pay them all wages due upon
21 termination of their employment, failed to pay them all accrued gratuities, failed to provide them with
22 accurate itemized wage statements, and failed to reimburse them for necessary business expenses.

23 4. As a result, Defendants violated, *inter alia*, California Labor Code sections 201, 202,
24 203, 204, 210, 226(a), 226.7, 350, 351, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and
25 the applicable Industrial Welfare Commission (“IWC”) Wage Order. Through this action, Plaintiff
26 seeks to recover all available remedies including but not limited to actual and liquidated damages and
27 attorney’s fees and costs.

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1 **JURISDICTION AND VENUE**

2 5. This is a class action lawsuit brought pursuant to California Code of Civil Procedure
3 section 382 and a PAGA action brought pursuant to California Labor Code sections 2698, *et seq.*

4 6. The monetary damages, restitution, statutory penalties, and other applicable legal and
5 equitable relief sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and
6 will be established according to proof at trial.

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

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

17 9. Venue is proper in this Court because, upon information and belief, Defendants
18 maintain offices, have agents, employ individuals, and/or transact business in the State of California,
19 County of Los Angeles. Many of the acts, events, and violations alleged herein relating to Plaintiff
20 occurred throughout the State of California, including in the County of Los Angeles.

21 **THE PARTIES**

22 10. At all times herein mentioned, Plaintiff LAURA ABARCA is and was an individual
23 residing in Los Angeles County in the State of California.

24 11. At all times herein mentioned, Defendant SKIRBALL CULTURAL CENTER was and
25 is, an employer who does business in California, with locations throughout the State of California, and
26 whose employees are engaged throughout Los Angeles County and the State of California, including
27 at 2701 N Sepulveda Blvd, Los Angeles, CA 90049.

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1 12. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
2 the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the Complaint and
3 serve such fictitiously named Defendants once their names and capacities become known.

4 13. Plaintiff is informed and believes, and thereon alleges, that the acts and omissions
5 alleged herein were performed by, or are attributable to Defendant(s) SKIRBALL CULTURAL
6 CENTER and/or DOES 1 through 25, each acting as the agent, employee, alter ego, and/or joint
7 venturer of, or working in concert with, each of the other co-Defendants and within the course and
8 scope of such agency, employment, joint venture, or concerted activity with legal authority to act on
9 the others' behalf. The acts of Defendants represent and were in accordance with Defendants' official
10 policies.

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

15 15. Defendants had the authority to hire and terminate Plaintiff, Class Members, and the
16 Aggrieved Employees, to set work rules and conditions governing their employment, and to
17 supervise their daily employment activities.

18 16. Defendants exercised sufficient authority over the terms and conditions of Plaintiff,
19 Class Members, and the Aggrieved Employees' employment for them to be their joint employers.

20 17. Defendants directly hired and paid wages to Plaintiff, Class Members, and the
21 Aggrieved Employees.

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

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

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20. Plaintiff is informed and believes, and thereon alleges, that each Defendant is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

21. Plaintiff worked for Defendants from approximately May 2022 to approximately August 2023 as a Waiter. Defendants jointly and severally employed Plaintiff at their location in Los Angeles, California. Plaintiff performed various duties for Defendants including, among other things, setting up tables, polishing silverware, and serving at events.

22. Plaintiff is informed and believes, and thereon alleges, that Defendants engaged in a pattern and practice of wage abuse against their hourly-paid and/or non-exempt employees. As set forth in more detail below, this pattern and practice of wage abuse involved, *inter alia*, requiring Plaintiff, Class Members, and the Aggrieved Employees to work off-the-clock without compensation, failing to properly pay wages for all hours worked, failing to provide all meal and rest breaks to which they were entitled and failing to pay meal and rest break premiums when due, failing to timely pay wages during employment and upon termination of employment, failing to pay all accrued gratuities, failing to provide accurate wage statements, failing to reimburse necessary business-related expenses, and failing to adhere to other related protections afforded by the California Labor Code and the applicable IWC Wage Order.

23. Defendants knew or should have known that they had a duty to compensate Plaintiff, Class Members, and the Aggrieved Employees pursuant to California law. Defendants had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so to increase Defendants' profits.

CLASS ACTION ALLEGATIONS

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

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1 25. The proposed **Class** is defined as follows:

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

6 26. Plaintiff reserves the right to establish additional subclasses as appropriate.

7 27. There is a well-defined community of interest in this litigation and the Class is easily
8 ascertainable. While the exact number and identities of Class Members are currently unknown to
9 Plaintiff, such information can be ascertained through appropriate discovery from records maintained
10 by Defendants and their agents.

11 28. The Class is so numerous that the individual joinder of all its members is impracticable.

12 29. Common questions of fact and law exist as to all Class Members, which predominate
13 over any questions affecting only individual members of the Class. The common legal and factual
14 questions which do not vary from Class Member to Class Member, and which may be determined
15 without reference to the individual circumstances of any Class Member include the following:

16 i. Whether Defendants had a policy and practice of failing to pay minimum wages to
17 Plaintiff and the other Class Members for all hours worked;

18 ii. Whether Defendants had a policy and practice of failing to pay overtime wages to
19 Plaintiff and the other Class Members for all overtime hours worked;

20 iii. Whether Defendants had a policy and practice of failing to provide meal periods to
21 Plaintiff and the other Class Members;

22 iv. Whether Defendants had a policy and practice of failing to provide rest periods to
23 Plaintiff and the other Class Members;

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

27 vi. Whether Defendants engaged in conversion by failing to pay Plaintiff and the other
28 Class Members for all accrued gratuities per California Labor Code sections 350 and

351 *et seq.*;

- vii. Whether Defendants failed to timely pay all wages due to Plaintiff and the other Class Members during their employment;
- viii. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- ix. Whether Defendants failed to pay all wages due to Plaintiff and the other Class Members within the required time upon their discharge or resignation;
- x. Whether Defendants failed to comply with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- xi. Whether Defendants failed to reimburse Plaintiff and the other Class Members for necessary business-related expenses and costs;
- xii. Whether Defendants' conduct was willful or reckless;
- xiii. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, *et seq.*;
- xiv. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and
- xv. Whether Plaintiff and the other Class Members are entitled to compensatory damages pursuant to the California Labor Code.

30. Plaintiff's claims are typical of the claims of the Class, and Plaintiff's interests are coincident with and not antagonistic to those of the other Class Members Plaintiff seeks to represent. Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained attorneys experienced in the prosecution of class actions and Plaintiff intends to prosecute this action vigorously.

31. A class action is superior to other available methods for the fair and efficient adjudication of this controversy since individual litigation of the claims of all Class Members is impracticable. Even if every Class Member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent,

1 and/or contradictory judgments and would magnify the delay and expense to all parties and to the
2 court system resulting from multiple trials of the same factual and legal issues. By contrast, the conduct
3 of this action as a class action presents fewer management difficulties, conserves the resources of the
4 parties and of the court system, and protects the rights of each Class Member.

5 32. Certification of this lawsuit as a class action will advance public policy objectives.
6 Employers of this great state violate employment and labor laws every day. Current employees are
7 often afraid to assert their rights out of fear of direct or indirect retaliation. However, class
8 actions provide the Class Members who are not named in the complaint anonymity that allows for the
9 vindication of their rights.

10 **PAGA ALLEGATIONS**

11 33. PAGA is and was applicable to Defendants' employment of Plaintiff and the Aggrieved
12 Employees.

13 34. PAGA provides that any provision of law under the California Labor Code that
14 provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected
15 by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through
16 a civil action brought by an aggrieved employee on behalf of himself or herself and other current or
17 former employees pursuant to procedures outlined in California Labor Code section 2699.3.

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

21 36. Plaintiff and the other hourly-paid, non-exempt employees are "Aggrieved Employees"
22 as defined by California Labor Code section 2699(c) because they are current or former employees of
23 Defendants against whom one of more of the alleged violations were committed.

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

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- 1 a. The aggrieved employee shall give written notice by certified mail (hereinafter
2 “Employee’s Notice”) to the LWDA and the employer of the specific provisions of the
3 California Labor Code alleged to have been violated, including the facts and theories
4 to support the alleged violations.
- 5 b. The LWDA shall provide notice (“LWDA Response”) to the employer and the
6 aggrieved employee by certified mail that it does not intend to investigate the alleged
7 violation within sixty (60) calendar days of the postmark date of the Employee’s
8 Notice. Upon receipt of the LWDA Response, or if the LWDA Response is not
9 provided within sixty-five (65) calendar days of the postmark date of the Employee’s
10 Notice, the aggrieved employee may commence a civil action pursuant to California
11 Labor Code section 2699 to recover civil penalties in addition to any other penalties to
12 which the employee may be entitled.

13 38. On March 19, 2024, Plaintiff provided notice by electronic submission to the LWDA
14 and by certified mail to Defendants regarding the specific provisions of the California Labor Code
15 alleged to have been violated, including the facts and theories to support the alleged violations,
16 pursuant to California Labor Code section 2699.3. **A true and correct copy of the Employee’s Notice**
17 **is attached hereto as Exhibit A.**

18 39. Plaintiff did not receive a LWDA Response within sixty-five (65) calendar days of
19 providing the Employee’s Notice.

20 40. Therefore, the administrative prerequisites under California Labor Code section
21 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of,
22 inter alia, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 350, 351, 510, 512(a),
23 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 have been satisfied.

24 **FIRST CAUSE OF ACTION**

25 **VIOLATION OF CAL. LABOR CODE §§ 1194, 1197, AND 1197.1**

26 **Minimum Wages**

27 **(Against All Defendants)**

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1 41. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

2 42. California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage
3 for employees fixed by the Industrial Welfare Commission is the minimum wage to be paid to
4 employees, and the payment of a wage less than the minimum so fixed is unlawful. Plaintiff and the
5 other Class Members were frequently suffered or permitted to work “off-the-clock”, such that they
6 were not paid minimum wage for all hours worked.

7 43. Such “off-the-clock” work that Plaintiff and the other Class Members were suffered
8 and/or permitted to work, and for which Plaintiff and the other Class Members did not receive
9 minimum wage include, *inter alia*: (1) running errands prior to clocking in and (2) handling work-
10 related tasks after clocking out, especially those related to event waste disposal.

11 44. Accordingly, Defendants regularly failed to pay at least minimum wages to Plaintiff
12 and the other Class Members for all hours they worked in violation of California Labor Code sections
13 1194, 1197, and 1197.1.

14 45. Defendants knew or should have known that Plaintiff and the other Class Members
15 were performing such work “off-the-clock” because, among other things, Defendants’ management
16 witnessed, authorized, was made aware of, and/or required Plaintiff and Class Members to perform
17 such work.

18 46. Defendants’ failure to pay Plaintiff and the other Class Members the minimum wage
19 as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections,
20 Plaintiff and the other Class Members are entitled to recover the unpaid balance of their minimum
21 wage compensation, as well as interest, costs, and attorney’s fees.

22 47. Pursuant to California Labor Code section 1194.2, Plaintiff and the other Class
23 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
24 unpaid and interest thereon.

25 **SECOND CAUSE OF ACTION**

26 **VIOLATION OF CAL. LABOR CODE §§ 510 AND 1198**

27 **Unpaid Overtime**

28 **(Against All Defendants)**

1 48. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

2 49. California Labor Code section 1198 and the applicable IWC Wage Order provide that
3 it is unlawful to employ persons for extended periods of time without compensating them at a rate of
4 pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number
5 of hours worked by the person on a daily and/or weekly basis.

6 50. Specifically, the applicable IWC Wage Order provides that Defendants were required
7 to pay Plaintiff and the other Class Members at the rate of time-and-one-half for all hours worked in
8 excess of eight (8) hours in a day, in excess of forty (40) hours in a workweek, and/or the first eight
9 (8) hours worked on the seventh consecutive day in a workweek.

10 51. The applicable IWC Wage Order further provides that Defendants were required to pay
11 Plaintiff and the other Class Members overtime compensation at a rate of two (2) times their regular
12 rate of pay for all hours worked in excess of twelve (12) hours in a day and/or for all hours worked in
13 excess of eight (8) hours on the seventh consecutive day in a workweek.

14 52. California Labor Code section 510 codifies the right to overtime compensation at one-
15 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day, forty
16 (40) hours in a week, or for the first eight (8) hours worked on the seventh day of work, and to overtime
17 compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day
18 or in excess of eight (8) hours in a day on the seventh day of work.

19 53. Plaintiff and the other Class Members regularly worked in excess of eight (8) hours in
20 a day, in excess of twelve (12) hours in a day, in excess of forty (40) hours in a week, and/or seven (7)
21 consecutive days in a workweek. However, Defendants did not accurately record Plaintiff and the
22 other Class Members' actual hours worked and intentionally and willfully failed to pay all overtime
23 wages owed to Plaintiff and the other Class Members. Defendants' failure to pay correct overtime
24 wages included, *inter alia*: (a) when the combined total of the off-the-clock work discussed *supra* and
25 the on-the-clock work exceed the number of hours that trigger the payment of overtime wages under
26 California Labor Code sections 510 and 1198 and/or the applicable IWC Wage Order; (b) when
27 Defendants intentionally, willfully, and/or negligently mischaracterized overtime as straight time; (c)
28 when Defendants assigned more work than could reasonably be completed in a workday or workweek

1 to Plaintiff and Class Members, but refused to authorize the overtime necessary for them to complete
2 the assigned work; (d) when Defendants failed to include all required wages and renumeration when
3 calculating setting the overtime rate; and (e) when Defendants forced Plaintiff and the other Class
4 Members to work stacked shifts in a singular work day without providing proper overtime
5 compensation.

6 54. Defendants' failure to pay Plaintiff and the other Class Members as outlined above
7 violates California Labor Code sections 510 and 1198 and the applicable IWC Wage Order and is
8 therefore unlawful.

9 55. Pursuant to California Labor Code section 1194, Plaintiff and the other Class Members
10 are entitled to recover their unpaid overtime compensation, and interest, costs, and attorneys' fees.

11 **THIRD CAUSE OF ACTION**

12 **VIOLATION OF CAL. LABOR CODE §§ 226.7 AND 512(a)**

13 **Meal Break Violations**

14 **(Against All Defendants)**

15 56. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

16 57. California Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order
17 govern Plaintiff and the other Class Members' employment by Defendants.

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

20 59. The applicable IWC Wage Order and California Labor Code section 512(a) provide
21 that an employer may not require, cause, or permit an employee to work for a period of more than five
22 (5) hours per day without providing the employee with a meal period of not less than thirty (30)
23 minutes, except that if the total work period per day of the employee is not more than six (6) hours,
24 the meal period may be waived by mutual consent of both the employer and the employee.

25 60. The applicable IWC Wage Order and California Labor Code section 512(a) further
26 provide that an employer may not require, cause, or permit an employee to work a work period of
27 more than ten (10) hours per day without providing the employee with a second uninterrupted meal
28 period of not less than thirty (30) minutes, except if the total hours worked is no more than twelve (12)

hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

61. Plaintiff and the other Class Members who were scheduled to work for shifts no longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or were required to take their meal breaks at the start of their shifts.

62. Plaintiff and the other Class Members who were scheduled to work for shifts in excess of ten (10) hours but no longer than twelve (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were required to work for periods longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30) minutes and/or were required to take their meal breaks at the start of their shifts.

63. Defendants intentionally and willfully required Plaintiff and the other Class Members to work during meal periods and failed to compensate Plaintiff and the other Class Members for work performed during meal periods. This includes, among other things, requiring Plaintiff and Class Members to work through their lunch breaks, permitting and/or requiring Plaintiff and Class Members to take late lunch breaks, permitting and/or requiring Plaintiff and Class Members to take short lunch breaks, interrupting and/or allowing others to interrupt Plaintiff and Class Members during their lunch breaks, failing to relieve Plaintiff and Class Members of all duties during their lunch breaks, and restricting Plaintiff and Class Members from leaving the premises during their lunch breaks.

64. During the relevant time period, Defendants failed to pay Plaintiff and the other Class Members all meal period premiums due pursuant to California Labor Code section 226.7 and 512 and the applicable IWC Wage Order.

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

66. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other Class Members are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each workday that a compliant meal period was not provided as well as interest thereon.

1 **FOURTH CAUSE OF ACTION**

2 **VIOLATION OF CAL. LABOR CODE § 226.7**

3 **Rest Break Violations**

4 **(Against All Defendants)**

5 67. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

6 68. California Labor Code section 226.7 and the applicable IWC Wage Order govern
7 Plaintiff and the other Class Members' employment by Defendants.

8 69. California Labor Code section 226.7 provides that no employer shall require an
9 employee to work during any rest period mandated by an applicable order of the IWC Wage Order.

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

15 71. Defendants routinely required Plaintiff and the other Class Members to work three and
16 one-half (3 ½) or more hours without authorizing or permitting a compliant ten (10) minute rest period
17 per each four (4) hour period, or major fraction thereof, worked and/or required Plaintiff and the other
18 Class Members to stack rest periods together.

19 72. Moreover, Defendants willfully required, suffered, and permitted Plaintiff and the other
20 Class Members to work during what should have been their rest periods. Defendants also failed to
21 relieve Plaintiff and the other Class Members of all duties for ten (10) minutes as required for
22 compliant rest breaks.

23 73. As a result, Plaintiff worked through rest periods, took late rest periods, took
24 interrupted rest periods, and/or took short rest periods, if at all.

25 74. Pursuant to the applicable IWC Wage Order and California Labor Code section
26 226.7(b), Plaintiff and the other Class Members were entitled to recover from Defendants one (1)
27 additional hour of pay at their regular hourly rate of compensation for each workday that compliant
28 rest period(s) were not provided.

75. Defendants had no policy or practice to pay a premium when rest periods were missed, short, late, and/or interrupted, or otherwise failed to comply with California law, and thus Defendants failed to pay Plaintiff and the other Class Members the full rest period premium due to them in violation of California Labor Code section 226.7 and the applicable IWC Wage Order.

76. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(c), Plaintiff and the other Class Members are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each workday compliant rest period(s) were not provided as well as interest thereon.

FIFTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 204 AND 210

Wages Not Timely Paid During Employment

(Against All Defendants)

77. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

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

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

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

81. As a result of the violations set forth in detail above (failure to pay overtime, failure to pay minimum wages, meal break violations, and rest break violations), Defendants intentionally and willfully failed to timely pay Plaintiff and the other Class Members all wages due to them within the period permissible under California Labor Code section 204.

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82. Plaintiff and the other Class Members are entitled to recover all available remedies for Defendants' violations of California Labor Code section 204, including statutory penalties pursuant to California Labor Code section 210(b).

SIXTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 350 AND 351

Conversion

(Against All Defendants)

83. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

84. At all times herein set forth, California Labor Code sections 350 *et seq.* regulate the circumstances under which employees including Plaintiff and the class members are entitled to portions of gratuities left by patrons of Defendants. California Labor Code section 351 states in part: “Every gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid, given, or left for.” Various courts and the California Labor Commissioner have considered the issue of distribution of tips in a tipping pool, and while they have found that a tipping pool must be “fair and reasonable” (*see generally, e.g., Leighton v. Old Heidelberg, Ltd.* (1990) 219 Cal. App. 3d 1062), no court has interpreted California Labor Code section 351 to allow for a tipping pool with distribution above 15% of the direct recipient’s gratuities into a tip pool). *See, e.g., Avidor v. Sutters Place, Inc.* (2013) 212 Cal.App.4th 1439, 1453-1454.

85. Defendants wrongfully exercised dominion over gratuities through their practices of withholding gratuities and putting an improperly large portion of them in tipping pools. As a result of the practices described herein, Defendants have converted gratuities that belonged to Plaintiff and the other Class Members.

86. Defendants wrongfully exercised dominion over gratuities through their practices of distributing Plaintiffs' and the other Class Members' gratuities to Defendants' owner(s), manager(s), and/or supervisor(s). As a result of the practices described herein, Defendants have converted gratuities that belonged to Plaintiff and the other Class Members.

///

1 87. Plaintiffs and the class members had a right to possess monies earned and paid to them
2 by Defendants following each paycheck imbued on them pursuant to California Labor Codes section
3 350 *et seq.*

4 88. Defendants substantially interfered with their property by knowingly and/or
5 intentionally taking possession of the funds and putting an improperly large portion of them in tipping
6 pools.

7 89. Plaintiff and the other Class Members did not consent to the aforementioned conduct
8 by Defendants.

9 90. Plaintiff and the other Class Members were harmed by the aforementioned conduct.

10 91. Defendants' conduct was a substantial factor in causing harm to Plaintiff and the other
11 Class Members.

12 92. Plaintiff and the other Class Members are entitled to restitution of all monies to be
13 disgorged from Defendants in an amount according to proof at the time of trial.

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

15 **SEVENTH CAUSE OF ACTION**

16 **VIOLATION OF CAL. LABOR CODE § 226(a)**

17 **Wage Statement Violations**

18 **(Against All Defendants)**

19 94. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

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

24 96. As a result of the violations set forth in detail above (failure to pay overtime, failure to
25 pay minimum wages, meal break violations, and rest break violations), Defendants intentionally and
26 willfully failed to provide Plaintiff and the other Class Members with complete and accurate wage
27 statements. The deficiencies include, among other things, the failure to state all hours worked, the
28 failure to state the actual gross wages earned, the failure to include meal and rest break premiums, and

1 the failure to include correct rates of pay. Accordingly, Defendants violated California Labor Code
2 226(a).

3 97. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff
4 and the other Class Members have suffered injury and damage to their statutorily protected rights.

5 98. Specifically, Plaintiff and the other Class Members have been injured by Defendants'
6 intentional violation of California Labor Code section 226(a) because they were denied both their legal
7 right to receive, and their protected interest in receiving, accurate, itemized wage statements under
8 California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate
9 number of total hours worked on wage statements, Plaintiff and the other Class Members have been
10 prevented by Defendants from determining if all hours worked were paid and the extent of the
11 underpayment. Plaintiff had to file this lawsuit, and will further have to conduct discovery, reconstruct
12 time records, and perform computations in order to analyze whether in fact Plaintiff and the other
13 Class Members were paid correctly and the extent of the underpayment, thereby causing Plaintiff to
14 incur expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these
15 costs had Defendants provided the accurate number of total hours worked. This has also delayed
16 Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

17 99. Plaintiff and the other Class Members are entitled to recover from Defendants the
18 greater of their actual damages caused by Defendants' failure to comply with California Labor Code
19 section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000).

20 **EIGHTH CAUSE OF ACTION**

21 **VIOLATION OF CAL. LABOR CODE §§ 201, 202, AND 203**

22 **Untimely Final Wages**

23 **(Against All Defendants)**

24 100. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

25 101. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required
26 to timely pay all earned and unpaid wages to an employee who is discharged. California Labor Code
27 section 201 mandates that if an employer discharges an employee, the employee's wages accrued and
28 unpaid at the time of discharge are due and payable immediately. California Labor Code section 202

1 mandates that if an employee quits, his or her wages shall become due and payable not later than
2 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of
3 his or her intention to quit, in which case the employee is entitled to his or her wages at the time of
4 quitting.

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

10 103. As a result of the violations set forth in detail above (failure to pay overtime, failure to
11 pay minimum wages, meal break violations, and rest break violations), at the time that Plaintiff and
12 the other Class Members' employment with Defendants ended, Defendants knowingly and willfully
13 failed to pay them all wages owed to them pursuant to California Labor Code sections 201 and
14 202, including, without limitation, overtime wages, minimum wages, meal period premium wages,
15 and rest period premium wages, and all wages due to Plaintiff and Class Members as they became
16 due, as required per California Labor Code section 204.

17 104. As a result, Plaintiff and the other Class Members are entitled to all available
18 statutory penalties, including the waiting time penalties provided in California Labor Code section
19 203, together with interest thereon, as well as other available remedies.

20 **NINTH CAUSE OF ACTION**

21 **VIOLATION OF CAL. LABOR CODE §§ 2800 AND 2802**

22 **Failure to Reimburse Necessary Business Expenses**

23 **(Against All Defendants)**

24 105. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

25 106. Pursuant to California Labor Code sections 2800 and 2802, an employer must
26 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
27 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
28 consequence of his or her obedience to the directions of the employer.

107. Plaintiff and the other Class Members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but are not limited to the usage of personal cell phones, the purchase of wine openers, aprons, non-slip shoes, black shirts, pants, and ties, and the purchase of uniforms for work-related purposes.

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

TENTH CAUSE OF ACTION

VIOLATION OF CAL. BUSINESS & PROFESSIONS CODE §§ 17200, *ET. SEQ.*

Unfair and Unlawful Business Practices

(Against All Defendants)

109. Plaintiff incorporates by reference the allegations in all preceding paragraphs.

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

111. Defendants' violations of California wage and hour laws constitute an unfair and unlawful business practice because, among other things, they were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff and the other Class Members.

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

113. As a result of Defendants' unfair and unlawful business practices, Defendants have reaped unfair and illegal profits during Plaintiff and the other Class Members' tenure at the expense of Plaintiff, the other Class Members, and members of the public. Defendants should be made to disgorge their ill-gotten gains and to restore them to Plaintiff and the other Class Members.

114. Defendants' unfair and unlawful business practices entitle Plaintiff and the other Class Members to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants account for, disgorge, and restore to Plaintiff and the other Class Members the wages and other compensation unlawfully withheld from them. Plaintiff and the other Class Members are entitled to restitution of all monies to be disgorged from Defendants in an amount according to proof at the time of trial.

ELEVENTH CAUSE OF ACTION

VIOLATION OF CAL. LABOR CODE §§ 2698, *ET SEQ.*

California Private Attorneys General Act of 2004

(Against All Defendants)

115. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

116. Plaintiff brings this action on a representative basis on behalf of other Aggrieved Employees and the State of California, in Plaintiff's capacity as a private attorney general pursuant to the Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq.

117. PAGA expressly provides for a private right of action to recover civil penalties for violations of the California Labor Code as follows: "Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies,

1 or employees, for a violation of this code, may, as an alternative, be recovered through a civil action
2 brought by an aggrieved employee on behalf of himself or herself and other current or former
3 employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).

4 118. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
5 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
6 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

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

10 120. Defendants’ conduct, as alleged herein, violates numerous sections of the California
11 Labor Code, including, but not limited to, the following:

- 12 a. Violation of California Labor Code sections 510 and 1198 for failure to pay overtime
13 wages, as set forth more fully above;
- 14 b. Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to pay
15 minimum wages, as set forth more fully above;
- 16 c. Violation of California Labor Code sections 226.7 and 512(a) for failure to provide
17 legally required meal periods, as set forth more fully above;
- 18 d. Violation of California Labor Code sections 226.7 and 512(a) for failure to pay
19 required meal period premiums, as set forth more fully above;
- 20 e. Violation of California Labor Code section 226.7 for failure to provide legally required
21 rest periods, as set forth more fully above;
- 22 f. Violation of California Labor Code section 226.7 for failure to pay required rest period
23 premiums, as set forth more fully above;
- 24 g. Violation of California Labor Code section 204 for failure to timely pay wages to
25 Plaintiff and Aggrieved Employees during employment, as set forth more fully above;
- 26 h. Violation of California Labor Code sections 201, 202, and 203 for failure to pay all
27 wages at time of discharge from employment, as set forth more fully above;

28 ///

- i. Violation of California Labor Code sections 350 *et seq.* for failure to provide all gratuities accrued, as set forth more fully above;
- j. Violation of California Labor Code section 226(a) for failure to provide accurate wage statements to Plaintiff and Aggrieved Employees, as set forth more fully above;
- k. Violation of California Labor Code section 1174(d) for failure to keep complete and accurate payroll records relating to Plaintiff and Aggrieved Employees; and
- l. Violation of California Labor Code sections 2800 and 2802 for failure to reimburse Plaintiff and Aggrieved Employees for necessary business-related expenses and costs, as set forth more fully above.

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

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

123. Plaintiff retained counsel to file this court action, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5, and 2699(g)(1), and any other applicable statute.

PRAYER FOR RELIEF

Plaintiff, on behalf of all others similarly situated and other aggrieved employees pursuant to the California Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, as follows:

1 **Class Certification**

- 2 1. That this action be certified as a class action as to the first ten causes of action;
- 3 2. That Plaintiff be appointed as the representative of the Class as to the first ten causes
- 4 of action;
- 5 3. That counsel for Plaintiff be appointed as Class Counsel; and
- 6 4. That Defendants provide to Class Counsel the names and most current/last known
- 7 contact information (address, e-mail, and telephone numbers) of all Class Members.

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

- 9 5. That the Court declare, adjudge, and decree that Defendants violated California Labor
- 10 Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the
- 11 other Class Members;
- 12 6. For general unpaid wages and such general and special damages as may be appropriate;
- 13 7. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
- 14 Plaintiff and the other Class Members in the amount as may be established according to proof at trial;
- 15 8. For pre-judgment interest on any unpaid compensation from the date such amounts
- 16 were due;
- 17 9. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
- 18 Labor Code section 1194(a);
- 19 10. For liquidated damages pursuant to California Labor Code section 1194.2; and
- 20 11. For such other and further relief as the Court may deem just and proper.

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

- 22 12. That the Court declare, adjudge, and decree that Defendants violated California Labor
- 23 Code sections 510 and 1198 and the applicable IWC Wage Order by willfully failing to pay all
- 24 overtime wages due to Plaintiff and the other Class Members;
- 25 13. For general unpaid wages at overtime wage rates and such general and special damages
- 26 as may be appropriate;
- 27 14. For pre-judgment interest on any unpaid overtime compensation commencing from the
- 28 date such amounts were due;

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

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

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

5 17. That the Court declare, adjudge, and decree that Defendants violated California Labor
6 Code sections 226.7 and 512 and the applicable IWC Wage Order by willfully failing to provide all
7 meal periods (including second meal periods) to Plaintiff and the other Class Members;

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

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

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

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

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

13 **As to the Fourth Cause Action**

14 23. That the Court declare, adjudge, and decree that Defendants violated California Labor
15 Code section 226.7 and the applicable IWC Wage Order by willfully failing to provide all rest periods
16 to Plaintiff and the other Class Members;

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

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

19 26. For pre-judgment interest on any unpaid wages from the date such amounts were due;
20 and

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

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

23 28. That the Court declare, adjudge, and decree that Defendants violated California Labor
24 Code section 204 by willfully failing to pay all compensation owed at the time required by California
25 Labor Code section 204 to Plaintiff and the other Class Members;

26 29. For statutory penalties pursuant to California Labor Code section 210; and

27 30. For such other and further relief as the Court deems just and proper.

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As to the Sixth Cause of Action

31. That the Court declare, adjudge, and decree that Defendants took possession of earned wages previously paid to Plaintiff and the other Class Members by Defendants as wages, namely, accrued gratuities;

32. For restitution of collected wages to Plaintiff and the other Class Members and all pre-judgment interest from the day such amounts were due and payable;

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

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

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

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

As to the Seventh Cause of Action

37. That the Court declare, adjudge, and decree that Defendants violated the provisions of California Labor Code section 226(a) as to Plaintiff and the other Class Members, and willfully failed to provide accurate itemized wage statements to them;

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

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

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

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

As to the Eighth Cause of Action

42. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of the employment of Plaintiff and the other Class Members no longer employed by Defendants;

- 1 43. For all actual, consequential, and incidental losses and damages, according to proof;
- 2 44. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff
- 3 and the other Class Members who have left Defendants' employ;
- 4 45. For pre-judgment interest on any unpaid compensation from the date due; and
- 5 46. For such other and further relief as the Court may deem just and proper.

6 **As to the Ninth Cause of Action**

7 47. That the Court declare, adjudge, and decree that Defendants violated California Labor

8 Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other Class Members

9 for all necessary business-related expenses as required by California Labor Code sections 2800 and

10 2802;

- 11 48. For actual, consequential, and incidental losses and damages, according to proof;
- 12 49. For the imposition of civil penalties and/or statutory penalties;
- 13 50. For reasonable attorneys' fees and costs of suit incurred herein; and
- 14 51. For such other and further relief as the Court may deem just and proper.

15 **As to the Tenth Cause of Action**

16 52. That the Court declare, adjudge, and decree that Defendants violated the following

17 California Labor Code sections as to Plaintiff and the other Class Members: 1194, 1197, and 1197.1

18 (by failing to pay minimum wages); 510 and 1198 (by failing to pay overtime wages); 226.7 and 512(a)

19 (by failing to provide meal and rest periods or compensation in lieu thereof); 204 (by failing to timely

20 pay wages during employment); 226(a) (by failing to provide accurate wage statements); 201, 202,

21 and 203 (by failing to pay all wages owed upon termination); and 2800 and 2802 (by failing to

22 reimburse business-related expenses);

23 53. For restitution of unpaid wages to Plaintiff and all the other Class Members and all pre-

24 judgment interest from the day such amounts were due and payable;

25 54. For the appointment of a receiver to receive, manage, and distribute any and all funds

26 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a

27 result of violation of California Business and Professions Code sections 17200, *et seq.*;

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

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

5 **As to the Eleventh Cause of Action**

6 57. For the imposition of civil penalties pursuant to California Labor Code sections 2699,
7 210, 558, 226, 226.3, 1174.5, and 1197.1, and all other penalties allowed by the California Labor
8 Code and/or other applicable statutes;

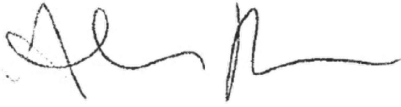
9 58. For statutory attorneys' fees and costs pursuant to sections 210, 218.5, and 2699(g)(1)
10 of the California Labor Code; and

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

12
13 Dated: June 9, 2025

BLACKSTONE LAW, APC

14
15 By:



Alexandra Rose, Esq.

16
17 Attorneys for Plaintiff LAURA ABARCA,
18 individually, and on behalf of other similarly
19 situated employees and aggrieved employees
20 pursuant to the California Private Attorneys
21 General Act
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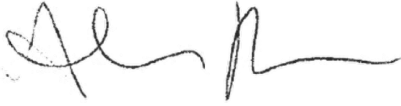
1 **DEMAND FOR JURY TRIAL**

2 Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

3
4 Dated: June 9, 2025

BLACKSTONE LAW, APC

5
6 By:



Alexandra Rose, Esq.

7
8 Attorneys for Plaintiff LAURA ABARCA,
9 individually, and on behalf of other similarly
10 situated employees and aggrieved employees
11 pursuant to the California Private Attorneys
12 General Act
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I, Karina Hernandez, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On June 9, 2025, I served a copy of the following document(s):

- **FIRST AMENDED CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT**

on the interested parties as follows:

Freeman Mathis & Gary, LLP

Mandy Hexom, Esq. (mhexom@fmglaw.com)
Gaia Linehan, Esq. (gaia.linehan@fmglaw.com)
225 Broadway, Suite 1460
San Diego, CA 92101
Phone: (619) 687-3000
Fax: (619) 687-3100

Attorneys for Defendant, Skirball Cultural Center

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

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

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

Executed on June 9, 2025 at Beverly Hills, California.

/s/ Karina Hernandez
Karina Hernandez