

1 **JUSTICE FOR WORKERS, P.C.**

William C. Sung SB# 280792

2 E-Mail: william@justiceforworkers.com

Tiffany L. Luu SB# 335127

3 E-Mail: tluu@justiceforworkers.com

Joseph C. Ramli SB# 339491

4 E-Mail: jramli@justiceforworkers.com

9575 Bolsa Ave

5 Westminster, CA 92683

Tel: 323-922-2000

6 Fax: 323-922-2000

7 Attorneys for Plaintiff MARIA GONZALEZ

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF RIVERSIDE**

11 MARIA GONZALEZ, an individual and on
12 behalf of all others similarly situated;

13 Plaintiff,

14 vs.

15 VACATION INTERNATIONALE, INC., a
16 Washington corporation; and DOES 1 through
17 50,

18 Defendants.

Case No.: CVRI2402850

[Assigned for All Purposes to:
Hon. Harold W. Hopp, Dept. 1]

**DECLARATION OF WILLIAM C. SUNG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

[Filed Concurrently with Motion for
Preliminary of Approval of Class Action and
PAGA Settlement, Notice of Filing Class
Action and PAGA Settlement Agreement,
Declarations in Support Thereof, and
[Proposed] Order]

DATE: June 3, 2026

TIME: 8:30 a.m.

DEPT: 1

Reservation No.: 134117362285

Action Filed: May 24, 2024

Trial Date: Not Set

1 I, William C. Sung, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the state of California and have been
3 admitted to practice before this Court. I am an attorney with the law firm of Justice for Workers,
4 P.C., counsel of record for Plaintiff MARIA GONZALEZ (“Plaintiff”) in this action. I am lead
5 counsel for Plaintiff in this case and I have personal knowledge of the matters stated herein and if
6 called and sworn as a witness, I would and could competently testify under oath thereto.

7 **LITIGATION SUMMARY**

8 2. Defendant VACATION INTERNATIONALE, INC. (“Defendant”) owns and
9 operates vacation resorts in California.

10 3. On May 24, 2024, Plaintiff submitted a letter to the California Labor & Workforce
11 Development Agency (“LWDA”) initiating administrative exhaustion of her claim for civil
12 penalties under the Private Attorneys General Act, California Labor Code § 2699.3, *et seq.* (the
13 “PAGA”). Attached hereto as **Exhibit 1** is a true and correct copy of the May 24, 2024 PAGA
14 letter.

15 4. On the same date, May 24, 2024, Plaintiff commenced this class action by filing the
16 Class Action Complaint alleging the following causes of action against Defendant: (1) Minimum
17 Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period
18 Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; (7) Failure to Reimburse
19 Business Expenses; and (8) Unfair Competition.

20 5. On August 1, 2024, Plaintiff filed the operative First Amended Complaint adding a
21 cause of action for Civil Penalties under the California Private Attorney’s General Act (“PAGA”).
22 Attached hereto as **Exhibit 2** is a true and correct copy of the First Amended Complaint.

23 6. The Parties agreed to engage in private mediation with well-respected mediator,
24 Barry Appell, Esq., and engaged informal discovery and document exchange. On October 22, 2025,
25 the Parties attended mediation with Mr. Appell and successfully reached a resolution of this Action
26 on a class action and PAGA representative basis. During the mediation, the Parties debated the
27 strengths and weaknesses of Plaintiff’s claims and Defendant’s defenses thereto and the scope of
28 employees whom Plaintiff could represent even if Plaintiff’s legal claims had merit. After a full day

1 of mediation, the Parties resolved the Actions. The Parties subsequently memorialized all formal
2 terms in a Class Action and PAGA Settlement Agreement (the “Agreement”), attached as Exhibit 1
3 to the Notice of Filing of Class Action and PAGA Settlement Agreement.

4 **ITEMS REQUIRED UNDER THE COURT’S CASE MANAGEMENT ORDER #1**

5 7. Prior to mediation, the Parties engaged in informal discovery, where Defendant
6 provided Plaintiff with data which included (1) class and PAGA demographic information,
7 including number of Class Members and workweeks worked and number of Aggrieved Employees
8 and pay periods worked; (2) all Class Members’ time and payroll records; (3) Defendant’s
9 employee handbooks and relevant policies and procedures in effect during the Class Period; and (4)
10 Plaintiff’s personnel records and wage statements.

11 8. Plaintiff’s counsel engaged an expert data analyst to conduct an analysis of the
12 sampling records, Class Counsel analyzed and investigated the facts and law relevant to the
13 Plaintiff’s claims, and the Parties outlined their respective positions in mediation briefs for the
14 mediator.

15 9. **CMO (G)(3)(a)(i): Number of Individuals in the Class.** The number of Class
16 Members is estimated at 141 individuals and the number of PAGA Aggrieved Employees is
17 estimated at 66 individuals.

18 10. **CMO (G)(3)(a)(ii): Attorney’s Estimate of the Total Amount of Damages.** Based
19 on the data provided, Plaintiff believes that the Class could have obtained damages of
20 approximately \$1,151,500.21 plus PAGA penalties. Plaintiff estimates the following damages for
21 each of the causes of action as follows:

22 a. **Failure to Reimburse Cellphone Expenses.** Plaintiff used her personal
23 cellphone with communicate with coworkers and she received calls from coworkers, such as being
24 notified when rooms and units were ready to be cleaned, because radios had poor signal and audio,
25 and she was not reimbursed. Estimating a 50% violation rate, \$50 monthly reimbursement, and
26 extrapolated to 10,230 workweeks, Plaintiff estimates Defendant’s maximum exposure for
27 unreimbursed business expenses is \$118,038.46.

28 ///

1 **b. Unpaid Wages Due to Off-the-Clock Work.** Plaintiff alleges that her meal
2 periods were sometimes interrupted for work-related reasons, resulting in off-the-clock work. Here,
3 any instances of off-the-clock work would not be reflected in the records. Estimating that Class
4 Members worked on average 60 minutes off the clock per week and at an average hourly rate of
5 \$17.47, Defendant's maximum exposure to the Class for unpaid of wages, including overtime, is
6 approximately \$268,077.15.

7 **c. Meal and Rest Period Premiums.** Plaintiff alleges that he and Class
8 Members did not receive all of their meal periods and rest periods. Here, in analyzing the time
9 records, Plaintiff's expert found 15.02% of shifts had a meal period violation without payment of
10 premiums, broken down as 7.46% of shifts had a missed first meal period violation; 10.09% of
11 shifts had a late first meal period violation; 2.72% of shifts has a short meal violation; and 1.40% of
12 eligible shifts had a missed second meal violation. Class Counsel estimates Defendant's maximum
13 exposure to the Class for unpaid meal period premiums to be approximately \$113,307.28. As to rest
14 periods, any instances of rest period violations would not be reflected in the records. Given
15 Defendant's meal period compliance rate, and estimating that Class Members had a 20% rest period
16 non-compliance rate (i.e., one violation every week), Defendant's maximum exposure to the Class
17 for unpaid rest period premiums is \$178,718.10.

18 **d. Statutory Penalties for Wage Statement and Waiting Time Violations.**
19 Plaintiff alleges that Defendant failed to provide compliant wage statements and pay all wages due
20 upon separation of employment as a result of underpaid overtime and paid sick leave due to regular
21 rate violations, unpaid wages including overtime due to off the clock work, and unpaid meal and
22 rest period premiums. Based on Class Counsel's analysis and at a 41.81% violation rate, Class
23 Counsel estimates Defendant's maximum exposure for wage statement penalties is \$223,200.00.
24 Based on Counsel Counsel's analysis and at a 90.44% violation rate for 136 formerly employed
25 Class Members, Class Counsel estimates Defendant's maximum exposure for waiting time penalties
26 is \$250,159.22.

27 **e. Civil Penalties Under the PAGA.** Plaintiff seeks civil penalties under the
28 PAGA for the aforementioned wage and hour violations (unpaid wages, meal and rest period

1 violations, wage statement violations, and failure to pay all wages upon separation) and paid sick
2 leave violations. Based on Class Counsel's analysis, Class Counsel estimate potential exposure for
3 civil penalties under the PAGA to be approximately \$226,500.00 (\$100 initial violation rate X
4 2,265 pay periods).

5 **11. CMO (G)(3)(a)(iii): Attorney's Estimate of What the Class Could Reasonably**
6 **Expect to Be Awarded at Trial:** Plaintiff believes that Plaintiff can prevail at trial and be awarded
7 the entire amount of the maximum exposure. However, having tried wage and hours cases to
8 verdict, Class Counsel believes there is also a reasonable possibility that the Court may find in favor
9 of Defendant and award nothing to Plaintiff based on Defendant's defenses. As to the failure to
10 reimburse claim, Defendant contends that it provided Plaintiff and Class Members with radios to
11 communicate while at work and any cellphone usage was out of their own convenience and not
12 mandatory; therefore, any cellphone usage is not a reimbursable expense.

13 As to the off-the-clock work theory, Defendant contends that it has compliant policies
14 prohibiting employees from working off the clock, and the sampling records evidence that Class
15 Members were paid nearly 18,000 overtime hours totaling over \$46,000. Thus, Defendant maintains
16 that its policies, practices, and class records evidence highly complaint policies and practices,
17 Plaintiff's off-the-clock work theory is not suited for class certification, nor can classwide liability
18 be proven at trial, due to numerous individualized inquiries as to whether which employees worked
19 off-the-clock, whether Defendant knew or should have known that employees were working off the
20 clock, and whether they were instructed or permitted to work off the clock by their supervisors or
21 managers.

22 As to the claim for failure to provide compliant meal and rest periods, Defendant asserts that
23 it has compliant policies in its employee handbook on the provision of meal and rest periods to
24 Class Members. Defendant asserts that, against a low meal period violation rate on the records, its
25 policies and records evidence a highly compliant meal and rest period practice, and any non-
26 compliant meal and rest periods resulted from lawful employee waiver or voluntary choice, rather
27 than any systemic policy and/or practice of Defendant. Finally, Defendant maintains Plaintiff's
28 meal and rest period claims are not suited for class certification since individual inquiries would be

1 needed to assess which employees, if any, took non-compliant or missed meal and rest periods, how
2 many meal and rest periods were non-compliant or missed, and the reasons why a particular
3 employee did not take a meal or rest period on a particular shift.

4 For wage statement penalties under Labor Code § 226(e) and waiting time penalties under
5 Labor Code § 203, Defendant contends that it would not be subject to statutory penalties based on
6 its good-faith defenses as stated above, and these issues cannot meet the willfulness standard in
7 Labor Code § 203 or the knowing and intentional standard in Labor Code § 226(e). Notably,
8 Defendant relied on the California Supreme Court decision in *Naranjo v. Spectrum Security*
9 *Services, Inc.* (2024) 15 Cal.5th 1056, 1065, which held that an employer’s good-faith defenses
10 precludes a “willfulness” finding under Labor Code § 203 and a “knowing and intentional” finding
11 under Labor Code § 226(e) for the imposition of statutory penalties.

12 PAGA penalties are also subject to any good-faith defenses that Defendant may raise.
13 Moreover, PAGA penalties are discretionary and subject to reduction by this Court. Defendant
14 argued that based on their compliant policies and practices and the fact that class recovery is
15 available, the Court will significantly reduce any award of PAGA penalties based on its good-faith
16 compliance with the Labor Code.

17 While the Parties disagree on the application of the law to the facts, each Party recognized in
18 negotiations that, if taken to class certification and trial, the other Party would at least have
19 reasonable arguments, such that the Gross Settlement Amount to which the Parties ultimately
20 agreed was reasonable. The total maximum exposure for class claims amounts to approximately
21 \$1,378,000.2.

22 On the failure to reimburse, off-the-clock work, and failure to provide meal and rest period
23 claims, given Defendant’s defenses and its policies, the Court could deny class certification,
24 resulting in no recovery for the Class, or classwide damages may be severely limited at trial. Thus,
25 Class Counsel believes there is at least a 50% risk factor, bringing the realistic recovery for
26 unreimbursed business expenses to \$59,019.23, unpaid wages due to off-the-clock work to
27 \$134,038.58, unpaid meal period premiums to \$56,653.64, and unpaid rest period premiums to
28 \$89,359.05. Given the California Supreme Court’s decision in *Naranjo*, there is an 80% risk factor

1 that the Court might find Defendant's good-faith defenses preclude wage statement and waiting
2 time penalties, bringing the realistic recovery to \$50,031.84 for wage statement penalties and
3 \$44,640.00 for waiting time penalties.

4 Total PAGA penalties amounted to \$226,500.00. However, if the Court were to reduce the
5 PAGA penalties by 80% similar to *Carrington*, the PAGA penalties exposure would amount to
6 approximately \$45,300.00.

7 Thus, the total realistic class damages and PAGA penalties are \$420,023.11. The Gross
8 Settlement Amount is 61.90% of the maximum class and PAGA recovery and well within the
9 reasonable range of settlement for class/PAGA actions.

10 12. **CMO (G)(3)(a)(iv): Estimated Recovery by Average Class Member if the**
11 **Settlement Were Approved.** Based on the estimated number of Class Members, which is 141
12 individuals, each Class Member will receive, on a raw average, approximately \$878.32, which is the
13 pro-rata amount per Class Member based on the estimated Net Settlement Amount of \$123,843.33.

14 13. **CMO (G)(3)(a)(v): Estimated Recovery by Average Aggrieved Employee if the**
15 **Settlement Were Approved.** Each Aggrieved Employee would be a member of the Class. Thus, in
16 addition to the average recovery for Class Members, each of the estimated 66 Aggrieved Employees
17 will receive, on a raw average, an additional \$49.24 for the PAGA claims.

18 14. **CMO (G)(3)(a)(vi): Discovery and Other Factual Investigation.** As noted above,
19 the Parties engaged in informal discovery prior to mediation, where Defendant provided Plaintiff
20 with data which included ((1) class and PAGA demographic information, including number of
21 Class Members and workweeks worked and number of Aggrieved Employees and pay periods
22 worked; (2) all Class Members' time and payroll records; (3) Defendant's employee handbooks and
23 relevant policies and procedures in effect during the Class Period; and (4) Plaintiff's personnel
24 records and wage statements. Class Counsel and its expert utilized the data from the class list,
25 sampling time and payroll records, and class statistics to perform damages calculation.

26 15. **CMO (G)(3)(a)(vii): Other Pending Litigation.** I have inquired with other
27 attorneys at my law firm and I am not aware any other existing class and/or PAGA actions that
28 assert claims similar to those asserted in this action on behalf of a class or group of individuals

1 some of whom would also be members of the Class defined in this Action.

2 16. **CMO (G)(3)(c): Uncashed Checks, Unpaid Residue or Other Unclaimed or**
3 **Abandoned Funds.** Plaintiff believes that sending the funds to the unclaimed funds is superior to
4 redistribution to Class Members that cashed their checks because Class Members that either had
5 their checks lost in the mail or otherwise did not deposit their checks within 180 days will still have
6 an opportunity to receive their settlement funds beyond the 180 days. In Class Counsel's
7 experience, there have been occasions where Class Members have contacted Plaintiff's Counsel
8 after the expiration to claim their settlement proceeds, and because the funds were sent to the State
9 Controller's office, the Class Members were able to receive their settlement funds. Thus, Class
10 Members' right to receive their settlement proceeds will be best protected by this process.

11 17. **CMO (G)(3)(d): Settlement Administrator.** Plaintiff obtained bids from two
12 reputable class action administrators and received the lowest bid from Apex Class Action LLC. The
13 Parties have drafted the Proposed Class Notice in a manner that will be likely to be readily
14 understood and the notice will be provided in both English and Spanish by the Administrator

15 **ATTORNEY QUALIFICATIONS, FEES, AND COSTS**

16 18. From the inception of the case, my team and I have zealously represented the
17 interests of Plaintiff and the Class Members. The settlement was obtained for the benefit of the
18 Class, as opposed to the individual Plaintiff. Based on my review of all the information, and based
19 on my experience in wage and hour litigation, I believe this settlement to be fair, adequate, and
20 reasonable.

21 19. My qualifications are as follow: I received my J.D. from the University of Southern
22 California Gould School of Law in 2011. During law school, I served as the Senior Content Editor
23 on the Southern California Law Review where I published the article: *Taking the Fight Back to Title*
24 *VII: A Case for Redefining "Because of Sex" to Include Gender Stereotypes, Sexual Orientation,*
25 *and Gender Identity*, Southern California Law Review, Volume 84:2 (Jan. 2011). During law
26 school, I also served as a judicial extern to U.S. Ninth Circuit Judge, Hon. Kim M. Wardlaw, and
27 U.S. Bankruptcy Court Judge, Hon. Ernest M. Robles; served as a law clerk to the General Counsel
28 of JM Eagle; and participated in the law school's Employer Legal Advice Clinic.

1 20. After passing the California Bar, in December 2011, I began practicing management-
2 side employment law at the Los Angeles office of Lewis Brisbois Bisgaard & Smith LLP
3 (“LBBS”). In 2013, I began focusing my practice at Lewis Brisbois on representing employers in
4 wage and hour class and PAGA action lawsuits. In January 2017, I was elevated to the position of
5 partner and vice chair of Lewis Brisbois’ Wage & Hour Class Action Practice Group. In November
6 2020, I was elevated as the co-chair of Lewis Brisbois Wage & Hour Class Action Practice Group,
7 becoming one of the youngest attorneys to chair a practice group at Lewis Brisbois. In January
8 2022, I was voted in as an equity partner, becoming one of the youngest equity partners and the
9 third Asian American equity partner in the history of this 1,500-attorney firm. During my tenure as
10 a wage and hour class action defense attorney, I have represented employers in over 80 wage and
11 hour class and/or PAGA action lawsuits, where I have served as lead defense counsel or primary
12 handling attorney and in which final settlement approval was granted, I tried the case to verdict, or I
13 obtained a denial of motion for class certification.

14 21. In July 2023, I joined Justice for Workers, P.C. (“JFW”) and began heading its
15 Complex Litigation Practice Group where I focus my practice on representing employees in wage
16 and hour class and PAGA action lawsuits.

17 22. In my current practice at JFW, I serve as the lead plaintiff’s counsel on over 100
18 pending class and/or PAGA actions. In addition to this matter, my team and I have resolved over 65
19 other class and/or PAGA actions at mediation. The following are cases in which I have received
20 final approval of class action and/or PAGA settlement and I was appointed as class and/or PAGA
21 counsel: *Cesar Tate v. St. Distributing Co., LLC*, Los Angeles Superior Court Case No.
22 23STCV22743, final approval of class/PAGA settlement granted on February 11, 2026; *Andrew*
23 *Carmona v. Western Holdings Group dba Los Angeles Property Management Group*, Los Angeles
24 Superior Court, Case No. 23STCV24028, final approval of class/PAGA settlement granted on
25 January 29, 2026; *Poul Bedri v. City of Hope National Medical Center*, Los Angeles Superior
26 Court, Case No. 23STCV23713, final approval of class/PAGA settlement granted on January 28,
27 2026; *Irene Eunhee Ikuta v. TAKEE International, Inc.*, Los Angeles Superior Court, Case No.
28 23STCV21120, final approval of class/PAGA settlement granted on January 22, 2026; *Amourafina*

1 *Burton v. Trove Recommerce, Inc.*, San Mateo Superior Court, Case No. 23-CIV-06108, final
2 approval of class/PAGA settlement granted on January 9, 2026; *Shayne Werber v. Teleferic*
3 *Barcelona*, Los Angeles Superior Court Case No. 23STCV25517, final approval of class/PAGA
4 settlement granted on December 17, 2025; *Linda Salazar Ayala v. Applied Membranes, Inc.*, San
5 Diego Superior Court Case No. 37-2023-00054420-CU-OE-CTL, final approval of class/PAGA
6 settlement granted on December 5, 2025; *Hai Luu v. Cambro Manufacturing Co.*, Orange County
7 Superior Court, Case No. 30-2024-01389852-CU-OE-CXC, approval of PAGA settlement granted
8 on November 7, 2025; *Justin Le, et al. v. Dragonfly Tea Bar LLC, et al.*, Los Angeles Superior
9 Court Case No. 23STCV26247, final approval of class/PAGA settlement granted on October 29
10 2025; *Ryan Lukman v. Safe Haven Security Services, LLC*, Riverside County Superior Court, Case
11 No. CVRI2400777, final approval of class/PAGA settlement granted on October 1, 2025; *Amaya*
12 *Nelson v. Clair Global Corp.*, Los Angeles Superior Court, Case No. 24STCV14597, final approval
13 of class/PAGA settlement granted on May 22, 2025; *Jose Regalado v. United Markets*, Marin
14 County Superior Court Case No. CV0001169, final approval of class/PAGA settlement granted on
15 August 29, 2025; *Mushfiqur Chowdhury v. CWT US, LLC*, Los Angeles Superior Court Case No.
16 23STCV25373, final approval of class/PAGA settlement granted on August 22, 2025; *Pedro*
17 *Hernandez v. Edmund A. Gray Co.*, Los Angeles Superior Court Case No. 24STCV04118, final
18 approval of class/PAGA settlement granted on August 19, 2025; *Pedro Hernandez v. Steps Apparel*
19 *Group, Inc., et al.*, Los Angeles Superior Court Case No. 23STCV27883, approval of PAGA
20 settlement granted on August 13, 2025; *Doelisha Kelly v. Pan American Properties, Inc.*, Orange
21 County Superior Court Case No. 30-2023-01362739-CU-OE-CXC, approval of PAGA settlement
22 granted on July 11, 2025; *Alexis Bartram v. Lakeshore Learning Materials, LLC*, Los Angeles
23 Superior Court Case No. 23STCV21174, final approval of class/PAGA settlement granted on July
24 3, 2025; *Randall Bachman v. Geodis Logistics LLC*, Riverside Superior Court, Case No.
25 CVRI2400956, final approval of class/PAGA settlement granted on June 25, 2025; *Chinyere*
26 *Ezekwesili v. Vermont HealthCare Center LLC*, Los Angeles Superior Court Case No.
27 24STCV17871, approval of PAGA settlement granted on June 11, 2025; *Jorge Nieto v. Pick-Your-*
28 *Part Auto Wrecking*, Riverside Superior Court Case No. CVRI2402255, approval of PAGA

1 settlement granted on May 29, 2025; *Ted Kim v. Hyundai America Technical Center, Inc.*, San
2 Bernardino Superior Court Case No. CIVSB2326861, approval of PAGA settlement granted on
3 May 21, 2025; *Eric Echeverria v. Fireclay Tile Inc.*, San Benito Superior Court Case No. CU-23-
4 00249, final approval of class/PAGA settlement granted on May 7, 2025; *Isaias Velasco v. Nature's*
5 *Produce*, Los Angeles County Superior Court Case No. 23STCV23811, approval of PAGA
6 settlement granted on April 29, 2025; *Norma Borquez v. Smart Metals Recycling LLC*, Yolo
7 Superior Court Case No. CV2024-0050, final approval of class/PAGA settlement granted on April
8 4, 2025; *Juan Hinojos Campos v. Applied Technology Group, Inc.*, Kern Superior Court Case No.
9 BCV-23-103067, final approval of class/PAGA settlement granted on March 11, 2025; *Dennisha*
10 *Lampkin v. Sunstates Security, Inc.*, Riverside Superior Court Case No. CVRI2305600, final
11 approval of class/PAGA settlement granted on December 18, 2024.

12 23. Tiffany L. Luu, Esq.'s primary practice has been employment law throughout her
13 entire legal career. Ms. Luu handled a number of wage and hour matters, including individual
14 actions and class and/or PAGA actions, on behalf of plaintiffs and defendants. Ms. Luu received her
15 J.D., cum laude, along with her Master of Dispute Resolution, from the Pepperdine University Rick
16 J. Caruso School of Law in 2020. Ms. Luu practiced as a labor and employment associate for the
17 next 3 years representing employers in wage and hour class and/or PAGA actions, including at
18 Lewis Brisbois Bisgaard & Smith LLP and Fisher & Phillips LLP. In January 2024, Ms. Luu joined
19 JFW and as an associate in the Complex Litigation Practice Group, where she focuses her practice
20 on representing employees in wage and hour class and PAGA action lawsuits.

21 24. Joseph C. Ramli, Esq.'s primary practice has been employment law throughout his
22 entire legal career. Mr. Ramli received his J.D. from the Pepperdine University Rick J. Caruso
23 School of Law in 2021. Shortly after passing the California State Bar, Mr. Ramli practiced as a
24 labor and employment associate starting in March 2022 representing employers in wage and hour
25 class and/or PAGA actions, including at Lewis Brisbois Bisgaard & Smith LLP and O'Hagan Meyer
26 LLP. In January 2025, Mr. Ramli joined JFW and as an associate in the Complex Litigation Practice
27 Group, where he focuses his practice on representing employees in wage and hour class and PAGA
28 action lawsuits.

1 25. On March 3, 2026, I caused a copy of the Motion, Agreement, and Proposed Order
2 to be uploaded to the LWDA's website. Attached hereto as Exhibit 3 is a true and correct copy of
3 the LWDA's confirmation email.

4 I declare, under penalty of perjury under the laws of the State of California, that the
5 foregoing is true and correct.

6 Executed on March 3, 2026 at Los Angeles, California.

7
8 

9 _____
William C. Sung

EXHIBIT 1



JUSTICE FOR WORKERS

3600 WILSHIRE BOULEVARD, SUITE 1815, LOS ANGELES, CA 90010

TEL: (323) 922-2000

FAX: (323) 922-2000

www.JusticeForWorkers.com

May 24, 2024

VIA PAGA ONLINE FILING ONLY

California Labor and Workforce Development Agency

Attn: PAGA Administrator

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

<https://dir.tfaforms.net/308>

**Re: *Maria Gonzalez v. Vacation Internationale, Inc.*
Notice of Private Attorneys General Act Claim**

Dear PAGA Administrator:

This office has been retained by aggrieved employee Maria Gonzalez ("Plaintiff") concerning a representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* ("PAGA") against Vacation Internationale, Inc. (including any and all affiliates, subsidiaries, parents, directors, officers, managing agents, and executive employees) (collectively referred to as "Defendants") for violations of California wage and hour laws. Plaintiff seeks civil penalties for violations of the Labor Code and all other remedies available under PAGA.

Plaintiff seeks these remedies on behalf of the State of California and "aggrieved employees," as defined herein. This letter is sent in compliance with the notice requirements of Labor Code § 2699.3.

Defendants own and operate vacation resorts in California. Defendants employed Plaintiff as an hourly-paid, non-exempt employee from approximately May 2002 to approximately March 2024 as an assistant to the housekeeping manager at The Oasis resort located in Palm Springs, California. The "aggrieved employees" that Plaintiff seeks civil penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Defendants violated and/or continue to violate, among other provisions of the Labor Code and applicable wage law, California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, and 2802, and IWC Wage Orders including Wage Order 5-2001.

Labor Code §§ 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. The applicable Wage Order defines "hours worked" as "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." See §2 of all applicable Wage Orders. Therefore, employers are required to pay employees for all time spent subject to the control of the employer and all time the employee is suffered or permitted to work. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to perform work before clocking in, after clocking out, and/or during off-the-clock meal breaks, and failed to compensate aggrieved employees for this time.

Labor Code §§ 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Plaintiff and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week but were not paid for all hours worked before clocking in, after clocking out, and/or during off-the-clock meal breaks.

Labor Code §§ 226.7, 512, 516, and the Wage Orders require employers to pay an employee one additional hour of pay at the employee's regular rate of compensation for each meal or rest period that is not provided. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to work during meal and rest periods and failed to compensate them properly and at the regular rate of compensation for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

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 if an employee quits 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' 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. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code §§ 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 204 requires that all wages earned by any person in any employment between the 1st and the 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 the 26th day of the month during which the labor was performed, and 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. Labor Code § 204 also requires 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. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code § 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Defendants did not provide Plaintiff and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Defendants were in violation of Labor Code § 226(a). The violations include, but are not limited to, the failure to include the total hours worked, including time spent working off the clock and during meal and rest periods, failure to state the correct gross and net wages earned for all time worked, and failure to state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code § 1174 requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Defendants failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Plaintiff and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 2802 requires an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer. During the relevant time period, Plaintiff and other aggrieved employees incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, use their personal cellphones to communicate about work.

Therefore, on behalf of all aggrieved employees, Plaintiff seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the LWDA, for violation of the Labor Code pursuant to PAGA. Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this letter) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA and employer an opportunity to investigate the claims and/or take any action they deem appropriate. If the LWDA and Defendants elect not to take any action with respect to any of the foregoing claims, Plaintiff will seek these penalties in a civil action on behalf of all aggrieved employees within one year of the date of this letter as allowed by law.

If you have any questions, please contact me at the phone number or address below:

William C. Sung
JUSTICE FOR WORKERS, P.C.
3600 Wilshire Boulevard
Suite 1815
Los Angeles, CA 90010
Office: 323-922-2000
Fax: 323-922-2000
Email: william@justiceforworkers.com

Thank you for your attention to this matter.

Very truly yours,



William C. Sung
JUSTICE FOR WORKERS, P.C.

Cc: Via USPS Certified Mail – Return Receipt Requested

Vacation Internationale, Inc.
c/o CSC-Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

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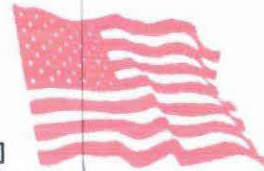
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Sacramento, CA 95833

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- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Vocation Internationale, Inc.
c/o CSC lawyers Incorporating Service
Agent for service of Process
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833



9590 9402 8702 3310 1892 48

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Subject: Thank you for submission of your PAGA Case.

Date: Friday, May 24, 2024 at 4:28:40 PM Pacific Daylight Time

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY

To: William Sung

5/24/2024

LWDA Case No. LWDA-CM-1030441-24

Law Firm : Justice for Workers, P.C.

Plaintiff Name : Maria Gonzalez

Employer: Vacation Internationale, Inc.

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.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 2

JUSTICE FOR WORKERS, P.C.

William C. Sung, SB# 280792

E-Mail: william@justiceforworkers.com

Tiffany L. Luu, SB# 335127

E-Mail: tluu@justiceforworkers.com

3600 Wilshire Boulevard, Suite 1815

Los Angeles, CA 90010

Tel: 323-922-2000

Fax: 323-922-2000

Attorneys for Plaintiff MARIA GONZALEZ

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

MARIA GONZALEZ, an individual and on
behalf of all others similarly situated;

Plaintiff,

vs.

VACATION INTERNATIONALE, INC., a
Washington corporation; and DOES 1 through
50,

Defendants.

Case No.: CVRI2402850

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

- (1) **MINIMUM WAGE VIOLATIONS**
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);
- (2) **OVERTIME WAGE VIOLATIONS**
(LABOR CODE §§ 204, 510, 1194,
1198);
- (3) **MEAL PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 512, 558);
- (4) **REST PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 516, 558);
- (5) **WAGE STATEMENT PENALTIES**
(LABOR CODE § 226);
- (6) **WAITING TIME PENALTIES**
(LABOR CODE §§ 201-203);
- (7) **FAILURE TO REIMBURSE
NECESSARY BUSINESS EXPENSES**
(LABOR CODE § 2802);
- (8) **UNFAIR COMPETITION (BUS &
PROF CODE §§ 17200, *et seq.*); and**
- (9) **CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE**

**ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

Plaintiff MARIA GONZALEZ (“Plaintiff”), on behalf of herself and all others similarly situated, hereby brings this First Amended Class and Representative Action Complaint (“Complaint”) against Defendants VACATION INTERNATONALE, INC., a Washington corporation, and DOES 1 to 50 (collectively “Defendants”), and on information and belief alleges as follows:

JURISDICTION AND VENUE

1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this Complaint for recovery of unpaid wages and penalties under California Business and Professions Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and Industrial Welfare Commission (“IWC”) Wage Order 5-2001 (“Wage Order 5”), in addition to seeking injunctive relief, declaratory relief, and restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the Labor Code because the amount in controversy exceeds \$25,000.

2. Venue is proper in this judicial district because Defendants maintain offices, have agents, and/or transact business in the State of California, including Riverside County, and some of the acts and omissions complained of herein occurred in Riverside County. Furthermore, Plaintiff was employed by Defendants within Riverside County.

PARTIES

3. Plaintiff is, and at all times relevant herein was, an individual over the age of eighteen (18) and is a California resident. Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197,

1 1198, 2802, 2698, *et seq.*, and Wage Order 5.

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the
3 applicable statute of limitations for each cause of action pled herein and continuing to the present,
4 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,
5 similarly-situated non-exempt employees within Riverside County, and the State of California and,
6 therefore, were (and are) doing business in Riverside County and the State of California.

7 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
8 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
9 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
10 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
11 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
12 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
13 and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful
14 employment practices, wrongs, injuries, and damages complained of herein.

15 6. At all times herein mentioned, each of said Defendants participated in the doing of
16 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
17 Defendants, and each of them, were the agents, servants, and employees of each of the other
18 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
19 within the course and scope of said agency and employment.

20 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
21 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
22 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
23 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
24 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
25 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

26 8. At all times herein mentioned, Defendants, and each of them, were members of, and
27 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
28 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

1 9. At all times herein mentioned, the acts and omissions of various Defendants, and
2 each of them, concurred and contributed to the various acts and omissions of each and all of the
3 other Defendants in proximately causing the injuries and damages as herein alleged.

4 **FACTUAL ALLEGATIONS**

5 10. Defendants own and operate vacation resorts in California. Defendants employed
6 Plaintiff as an hourly-paid, non-exempt employee from approximately May 2002 to approximately
7 March 2024 as an assistant to the housekeeping manager at The Oasis resort located in Palm
8 Springs, California.

9 11. Throughout Plaintiff's employment with Defendants, Defendants' timekeeping
10 and/or payroll policies and practices resulted in Plaintiff and other non-exempt employees not being
11 compensated for all hours actually worked. Plaintiff and other non-exempt employees regularly
12 worked more than eight hours in a workday or 40 hours in a workweek. Upon information and
13 belief, Defendants required Plaintiff and other non-exempt employees to perform work before their
14 scheduled shifts, after their scheduled shifts, and/or during off-the-clock meal breaks, and failed to
15 compensate employees for this time. As a result, Plaintiff and other non-exempt employees were
16 not compensated for all earned minimum and overtime wages.

17 12. Defendants failed to provide Plaintiff and other non-exempt employees with all
18 legally compliant meal periods due to Defendants' meal period policies/practices, which have
19 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
20 and/or missed meal periods. Upon information and belief, Plaintiff and other non-exempt
21 employees were not able to take their legally compliant meal breaks due to work demands imposed
22 by Defendants. Upon information and belief, Defendants do not keep accurate records of Plaintiff's
23 and other non-exempt employees' hours worked, including accurate time records showing when
24 employees take their meal periods. On those occasions when Plaintiff and other non-exempt
25 employees were not provided with all legally compliant meal periods to which they were entitled,
26 Defendants failed to compensate Plaintiff and other non-exempt employees with the required meal
27 period premium(s) for each workday there was a meal period violation as mandated by Labor Code
28 § 226.7. Upon information and belief, Defendants maintained no mechanism for the payment of

1 meal period premium payments as required by Labor Code § 226.7 in the event that a legally
2 compliant meal period was not provided to their non-exempt employees.

3 13. Plaintiff and other non-exempt employees were not authorized and permitted to take
4 all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to
5 authorize and permit a net 10-minute rest period for every four hours worked, or major fraction
6 thereof. Plaintiff and other non-exempt employees were not able to take their legally compliant rest
7 breaks due to work demands imposed by Defendants. On those occasions when Plaintiff and other
8 non-exempt employees were not authorized and permitted to take all legally compliant rest periods
9 to which they were entitled, Defendants failed to compensate them with the required rest period
10 premium(s) for each workday there was a rest period violation as mandated by Labor Code § 226.7.
11 Upon information and belief, Defendants maintained no mechanism for the payment of rest period
12 premium payments as required by Labor Code § 226.7, in the event that a legally compliant rest
13 period was not authorized and permitted to their non-exempt employees.

14 14. As a result of Defendants' failure to pay all minimum and overtime wages, failure to
15 pay all meal and rest period premium wages, and unlawful timekeeping and payroll practices as
16 alleged above, Defendants maintained inaccurate payroll records and issued inaccurate wage
17 statements to Plaintiff and other non-exempt employees. As a further result of Defendants' failure to
18 pay all minimum and overtime wages, and meal and rest period premium wages, Defendants failed
19 to timely pay all final wages to Plaintiff and other former non-exempt employees upon their
20 separation of employment from Defendants.

21 15. Additionally, Defendants required Plaintiff and other non-exempt employees to use
22 their personal cellphones to communicate about work. Despite requiring employees to incur these
23 necessary business expenses, Defendants failed to reimburse Plaintiff and other non-exempt
24 employees for the cost of these expenses.

25 **CLASS ACTION ALLEGATIONS**

26 16. **Class Definitions:** Plaintiff brings this action on behalf of herself and the following
27 Classes pursuant to § 382 of the California Code of Civil Procedure:

28 ///

- 1 a. Minimum Wage Class: All current and former non-exempt employees of Defendants
2 in the State of California who were subject to Defendants' timekeeping and payroll
3 policies and/or practices, during the four years immediately preceding the filing of
4 this action through the present.
- 5 b. Overtime Class: All current and former non-exempt employees of Defendants in the
6 State of California who worked more than eight hours per day and/or 40 hours per
7 week and were subject to Defendants' timekeeping policies and/or practices, during
8 the four years immediately preceding the filing of this action through the present.
- 9 c. Meal Period Class: All current and former non-exempt employees of Defendants in
10 the State of California who: (i) worked at least one shift in excess of 5.0 hours;
11 and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years
12 immediately preceding the filing of this action through the present.
- 13 d. Rest Period Class: All current and former non-exempt employees of Defendants in
14 the State of California who worked at least one shift of 3.5 or more hours, during the
15 four years immediately preceding the filing of this action through the present.
- 16 e. Wage Statement Class: All current and former non-exempt employees of Defendants
17 in the State of California who received a wage statement, during the one year
18 immediately preceding the filing of this action through the present.
- 19 f. Waiting Time Penalty Class: All of Defendants' formerly employed members of the
20 Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class
21 during the three years immediately preceding the filing of this action through the
22 present.
- 23 g. Expense Reimbursement Class: All current and former non-exempt employees of
24 Defendants in the State of California who were not reimbursed for all necessary
25 business expenses, during the four years immediately preceding the filing of this
26 action through the present.
- 27 17. **Numerosity/Ascertainability**: The members of the Classes are so numerous that
28 joinder of all members would be impractical, if not impossible. The membership of the Classes is

unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than 50 individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records, including payroll records.

18. **Common Questions of Law and Fact Predominate/Well-Defined Community of Interest:** There are predominant common questions of law and fact as to Plaintiff and members of the Classes, which predominate over questions affecting only individual members including, without limitation to:

- a. Whether Defendants properly paid all overtime wages to members of the Overtime Class;
- b. Whether Defendants paid at least the minimum wage for all hours worked to members of the Minimum Wage Class;
- c. Whether Defendants provided all legally compliant meal periods or paid meal period premium wages due to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- d. Whether Defendants authorized and permitted all legally compliant rest periods or paid all rest period premium wages due to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- e. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;
- f. Whether Defendants reimbursed members of the Expense Reimbursement Class for all necessary business expenses pursuant to Labor Code § 2802; and
- g. Whether Defendants timely paid all final wages to members of the Waiting Time Class at the time of their separation of employment pursuant to Labor Code §§ 201 and 202.

These common questions of law and fact set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

1 19. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
2 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
3 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
4 Plaintiff, like the members of the Classes, was not paid all minimum and overtime wages owed due
5 to Defendants' timekeeping and payroll policies/practices, was not provided all required meal
6 periods, was not authorized and permitted all rest periods, did not receive premium pay for non-
7 compliant meal and rest periods, was not paid all final wages upon separation of employment, was
8 not provided with accurate, compliant, itemized wage statements, and was not reimbursed for all
9 necessary business expenses.

10 20. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
11 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's
12 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
13 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and
14 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
15 members of the Classes.

16 21. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
17 public interest in establishing minimum working conditions and standards in California. These laws
18 and labor standards protect the average working employee from exploitation by employers who
19 have the responsibility to follow the laws and who may seek to take advantage of superior economic
20 and bargaining power in setting onerous terms and conditions of employment. The nature of this
21 action and the format of laws available to Plaintiff and members of the Classes make the class
22 action format a particularly efficient and appropriate procedure to redress the violations alleged
23 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
24 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
25 resources of each individual plaintiff with their vastly superior financial and legal resources.

26 22. Moreover, requiring each member of the Class(es) to pursue an individual remedy
27 would also discourage the assertion of lawful claims by employees who would be disinclined to file
28 an action against their former and/or current employer for real and justifiable fear of retaliation and

1 permanent damages to their careers at subsequent employment. The claims of the individual
2 members of the Class are not sufficiently large to warrant vigorous individual prosecution
3 considering all of the concomitant costs and expenses attending hereto.

4 23. Furthermore, the prosecution of separate actions by the individual class members,
5 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
6 with respect to the individual class members against Defendants herein; and which would establish
7 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
8 respect to individual class members which would, as a practical matter, be dispositive of the interest
9 of the other class members not parties to adjudications or which would substantially impair or
10 impede the ability of the class members to protect their interests. As such, the Classes identified
11 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

12 **FIRST CAUSE OF ACTION**

13 **MINIMUM WAGE VIOLATIONS**

14 **(Against All Defendants)**

15 24. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
16 fully set forth herein.

17 25. Labor Code §§ 1182.12, 1197, and Wage Order 5, § 4 establish the right of
18 employees to be paid minimum wages for all hours worked, in amounts set by state or local law.
19 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
20 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
21 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
22 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its
23 pay practices to the requirements of the law by failing to pay Plaintiff and members of the
24 Minimum Wage Class for all hours worked, including, but not limited to, all hours they were
25 subject to the control of Defendants and/or suffered or permitted to work under the Labor Code and
26 Wage Order 5.

27 26. Labor Code § 1198 makes unlawful the employment of an employee under
28 conditions that the IWC prohibits. California Labor Code § 1194(a) and 1194.2(a) provide that an

1 employer who has failed to pay its employees the legal minimum wage is liable to pay those
2 employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount
3 equal to the wages due and interest thereon.

4 27. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and
5 members of the Minimum Wage Class seek recovery of the balance of unpaid wages, including
6 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
7 218.6, 558, 1194, 1194.2, and 1199, Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and
8 3289.

9 **SECOND CAUSE OF ACTION**
10 **OVERTIME WAGE VIOLATIONS**
11 **(Against All Defendants)**

12 28. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
13 fully set forth herein.

14 29. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, 1198, and
15 Wage Order 5, § 3, which provide that non-exempt employees are entitled to all overtime wages
16 and compensation for all overtime hours worked and provide a private right of action for the failure
17 to pay all overtime compensation for overtime work performed.

18 30. At all times relevant herein, Defendants were required to properly compensate non-
19 exempt employees, including Plaintiff and members of the Overtime Class, for all overtime hours
20 worked pursuant to Labor Code § 1194 and Wage Order 5. Wage Order 5, § 3 requires an employer
21 to pay an employee one and one-half (1½) times and two times the employee's regular rate of pay
22 for overtime and double time hours work. Defendants caused Plaintiff and members of the Overtime
23 Class to work overtime hours but failed to compensate these employees for all overtime hours
24 actually worked.

25 31. As a consequence of Defendants' non-payment of overtime wages, Plaintiff and
26 members of the Overtime Class seek recovery of the balance of unpaid overtime wages, including
27 interest thereon, statutory penalties, attorneys' fees, and costs of suit according to Labor Code §§
28 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§

1 3287 and 3289.

2 **THIRD CAUSE OF ACTION**

3 **MEAL PERIOD VIOLATIONS**

4 **(Against All Defendants)**

5 32. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
6 fully set forth herein.

7 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
8 in their affirmative obligation to provide all of their non-exempt employees in California, including
9 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in
10 accordance with the mandates of the Labor Code and Wage Order 5, § 11.

11 34. Despite Defendants' violations, Defendants did not pay an additional hour of pay to
12 Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in
13 accordance with California Labor Code §§ 204, 210, 226.7, and 512.

14 35. As a consequence of Defendants' unlawful meal period practices, Plaintiff and
15 members of the Meal Period Class seek recovery of unpaid premium wages for meal period
16 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code
17 §§ 226.7, 512, 558, Wage Order 5, and Civil Code §§ 3287 and 3289.

18 **FOURTH CAUSE OF ACTION**

19 **REST PERIOD VIOLATIONS**

20 **(Against All Defendants)**

21 36. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
22 fully set forth herein.

23 37. Labor Code §§ 226.7, 516, 558, and Wage Order 5, § 12 and establish the right of
24 employees to be provided with a rest period of at least 10 minutes for each four-hour period
25 worked, or major fraction thereof. Plaintiff is informed and believes, and based thereon alleges, that
26 despite Defendants' failure to authorize and permit Plaintiff and members of the Rest Period Class
27 to take all legally compliant rest periods as alleged herein, Defendants did not pay these individuals
28 an additional hour of pay at their respective regular rate for the rest periods that they failed to

1 authorize and permit them to take, as required by Labor Code § 226.7.

2 38. As a consequence of Defendants' unlawful rest period practices, Plaintiff and
3 members of the Rest Period Class seek recovery of unpaid premium wages for rest period violations
4 including interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees,
5 and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage Order 5, and Civil Code §§
6 3287 and 3289.

7 **FIFTH CAUSE OF ACTION**
8 **WAGE STATEMENT PENALTIES**
9 **(Against All Defendants)**

10 39. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
11 fully set forth herein.

12 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
14 and members of the Wage Statement Class with accurate and complete, itemized wage statements
15 that included, among other requirements, all hours worked, total gross wages earned, all rates of pay
16 and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay
17 period, and/or the correct name and address of the legal entity that is the employer in violation of
18 Labor Code § 226.

19 41. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
20 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led
21 to, among other things, the non-payment of minimum and overtime wages and meal and rest period
22 premium wages owed and deprived them of the information necessary to identify the discrepancies
23 in Defendants' reported payroll data.

24 42. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and
25 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable
26 attorneys' fees, and costs of suit according to California Labor Code § 226.

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SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(Against All Defendants)

43. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

44. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

45. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their separation from employment, including unpaid minimum and overtime wages as well as unpaid meal and rest period premium wages.

46. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-202.

47. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Class their earned wages upon separation from employment results in continued payment of daily wages up to thirty days from the time the wages were due.

48. As a consequence of Defendants' unlawful practices, Plaintiff and members of the Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code § 203.

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1 **SEVENTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

3 **(Against All Defendants)**

4 49. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
5 fully set forth herein.

6 50. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
7 states that “an employer shall indemnify his or her employees for all necessary expenditures or
8 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
9 or obedience to the directions of the employer.”

10 51. Defendants violated Labor Code § 2802 by failing to reimburse Plaintiff and
11 members of the Expense Reimbursement Class all necessary business expenses they incurred in the
12 performance of their job duties.

13 52. As a consequence of Defendants’ unlawful practices, Plaintiff and members of the
14 class seek recovery of unreimbursed business expenses, including interest thereon, reasonable
15 attorneys’ fees, and costs of suit pursuant to Labor Code § 2802.

16 **EIGHTH CAUSE OF ACTION**

17 **UNFAIR COMPETITION**

18 **(Against All Defendants)**

19 53. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
20 fully set forth herein.

21 54. Defendants have engaged and continue to engage in unfair and/or unlawful business
22 practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- 23 a. failing to pay Plaintiff and members of the Minimum Wage Class all minimum
24 wages due;
- 25 b. failing to pay Plaintiff and members of the Overtime Class all overtime wages due;
- 26 c. failing to provide Plaintiff and members of the Meal Period Class with all meal
27 periods to which they are entitled, and failing to pay them all meal period premium
28 wages due;

- 1 d. failing to authorize and permit Plaintiff and members of the Rest Period Class all rest
2 periods to which they are entitled, and failing to pay them all rest period premium
3 wages due;
- 4 e. failing to issue accurate and itemized wage statements to Plaintiff and members of
5 the Wage Statement Class;
- 6 f. failing to timely pay all final wages to Plaintiff and members of the Waiting Time
7 Penalty Class; and
- 8 g. failing to reimburse all necessary business expenses to Plaintiff and members of the
9 Expense Reimbursement Class.

10 55. Defendants' utilization of these unfair and/or unlawful business practices deprived
11 Plaintiff and continues to deprive members of the Classes of compensation to which they are legally
12 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
13 Defendants' competitors who have been and/or are currently employing workers and attempting to
14 do so in honest compliance with applicable wage and hour laws.

15 56. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
16 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
17 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
18 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

19 57. The acts complained of herein occurred within the last four years immediately
20 preceding the filing of the Complaint in this action.

21 **NINTH CAUSE OF ACTION**

22 **PRIVATE ATTORNEYS GENERAL ACT**

23 **(Against All Defendants)**

24 58. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
25 fully set forth herein.

26 59. Plaintiff, an "aggrieved employee" within the meaning of Labor Code §§ 2698, *et*
27 *seq.*, acting on behalf of herself and other aggrieved employees (collectively, "Aggrieved
28 Employees"), brings this representative action against Defendants to recover the civil penalties due

1 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
2 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
3 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
4 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each
5 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
6 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
7 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §
8 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each
9 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
10 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
11 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
12 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
13 Code for which no civil penalty is specifically provided, based on the following Labor Code
14 violations:

- 15 a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in
16 violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 17 b. Failing to pay Aggrieved Employees all earned overtime compensation in violation
18 of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 19 c. Failing to provide all legally required meal periods, and failure to pay meal period
20 premium wages, to Aggrieved Employees at the regular rate of compensation in
21 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 22 d. Failing to authorize and permit all legally required rest periods, and failure to pay
23 rest period premium wages, to Aggrieved Employees at the regular rate of
24 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 25 e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
26 statements in violation of Labor Code § 226;
- 27 f. Failing to timely pay all final wages and compensation earned by Aggrieved
28 Employees at the time of separation in violation of Labor Code §§ 201-202;

- g. Failure to reimburse Aggrieved Employees for all necessary business expenses in violation of Labor Code § 2802;
- h. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor Code § 246;
- i. Failing to pay Aggrieved Employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and
- j. Failing to maintain accurate records on behalf of Aggrieved Employees in violation of Labor Code §§ 1174 and 1198.

60. On or about May 24, 2024, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying Defendants and the LWDA of these violations, Defendants have not cured any curable violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

61. Plaintiff has incurred attorneys’ fees and costs, which Plaintiff is entitled to receive under California Labor Code § 2699(g).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;

1 5. Upon the Second Cause of Action, for payment of overtime wages and penalties
2 according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

3 6. Upon the Third Cause of Action, for meal period premium wages according to proof
4 pursuant to Labor Code §§ 226.7, 512, and 558;

5 7. Upon the Fourth Cause of Action, for rest period premium wages according to proof
6 pursuant to Labor Code §§ 226.7, 516, and 558;

7 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
8 226;

9 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
10 203;

11 10. Upon the Seventh Cause of Action, for unreimbursed business expenses according to
12 proof pursuant to Labor Code § 2802;

13 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
14 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
15 practices declared by this Court to be in violation of Business and Professions Code §§ 17200, *et*
16 *seq.*;

17 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
18 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
19 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
20 pay each employee and \$200 for each subsequent violation or willful or intentional violation
21 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
22 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
23 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
24 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
25 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
26 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a
27 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the
28 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each

1 subsequent violation per employee per pay period for those violations of the Labor Code for which
2 no civil penalty is specifically provided;

3 13. Prejudgment interest on all due and unpaid wages pursuant to Labor Code § 218.6
4 and Civil Code §§ 3287 and 3289;

5 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
6 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

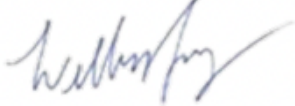
7 15. For such other and further relief, the Court may deem just and proper.

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands a trial by jury on all claims.

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11 DATED: August 1, 2024

JUSTICE FOR WORKERS, P.C.

12
13 By: 

14 William C. Sung

15 Tiffany L. Luu

16 Attorneys for Plaintiff MARIA GONZALEZ
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EXHIBIT 3