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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE COUNTY

ROBERT BUTCHER, as an
aggrieved employee pursuant to the
Private Attorneys General Act
("PAGA"), on behalf of the State of
California and other non-party
Aggrieved Employees,

Plaintiff,

vs.

PYRAMID NEWPORT BEACH
MANAGEMENT L.P., a Delaware
limited partnership; PYRAMID
ADVISORS LIMITED
PARTNERSHIP, a Delaware limited
partnership; WJ NEWPORT LLC
d/b/a RENAISSANCE NEWPORT
BEACH HOTEL, a Delaware limited
liability company; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 30-2024-01415243-CU-OE-CXC

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

Assigned for All Purposes:
Judge Lon F. Hurwitz
Dept. CX103

1 Plaintiff Robert Butcher, as an aggrieved employee and on behalf of the State of
2 California and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on May 23, 2024, until judgment (“non-party Aggrieved Employees”).
14 Plaintiff’s share of civil penalties sought in this action does not exceed \$75,000.

15 2. This Court has jurisdiction over this action pursuant to the California
16 Constitution, Article VI, section 10. The statute under which this action is brought does not
17 specify any other basis for jurisdiction.

18 3. This Court has jurisdiction over all Defendants because, on information and
19 belief, Defendants are either citizens of California, have sufficient minimum contacts in
20 California, or otherwise intentionally avail themselves of the California market so as to render
21 the exercise of jurisdiction over them by the California courts consistent with traditional
22 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction
23 in this action given that the State of California, as the real party in interest in this action, is not
24 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,
25 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be
26 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction
27 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the
28 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

4. Venue is proper in this Court because Defendants employ persons in this county, and employed Plaintiff in this county, and thus a substantial portion of the transactions and occurrences related to this action occurred in this county.

5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the California Labor Code.

THE PARTIES

6. Plaintiff Robert Butcher is a resident of Torrance, in Los Angeles County, California. Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately July 2022 to September 2023. Plaintiff worked for Defendants as a Security Supervisor at Renaissance Newport Beach Hotel in Newport Beach, California. Plaintiff typically worked eight (8) hours to ten (10) or more per day, and five (5) days per week. At the time Plaintiff's employment with Defendants ended, he was compensated approximately \$23.49 per hour. Plaintiff's job duties included, without limitation, patrolling the hotel premises, training security employees, and responding to guest emergencies and requests.

7. On information and belief, Defendants required some employees, including Plaintiff, to execute arbitration agreements at the time of their hire or during their employment. On further information and belief, Defendants' arbitration agreements were and are both procedurally and substantively unconscionable. Specifically, Defendants presented employees with a "MUTUAL ARBITRATION AGREEMENT" ("Arbitration Agreement") during the onboarding process, which had to be reviewed and signed immediately. In fact, upon information and belief, the Arbitration Agreement was one of among several documents presented to employees for signature during the orientation process, including but not limited to, a Policy and Procedures Acknowledgement and Acknowledgement of Receipt and Acceptance. Also, employees did not have a meaningful opportunity to negotiate the terms of the Arbitration Agreement. Rather, it was provided to Defendants' employees for them to sign on a take-it or leave-it basis at the time they were hired, along with other onboarding

documents. Further, Defendants did not set forth in the Arbitration Agreement or otherwise provide employees with the rules which will govern the arbitration, instead forcing employees to seek this information out on their own (“The arbitration process will be governed by AAA’s rules then in effect for the resolution of employment disputes, except to the extent this policy and the AAA rules conflict, in which case this policy will govern. (adr.org).”)

8. PYRAMID NEWPORT BEACH MANAGEMENT L.P. was and is, upon information and belief, a Delaware limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

9. PYRAMID ADVISORS LIMITED PARTNERSHIP was and is, upon information and belief, a Delaware limited partnership, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

10. WJ NEWPORT LLC d/b/a RENAISSANCE NEWPORT BEACH HOTEL was and is, upon information and belief, Delaware limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and the State of California.

11. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the complaint and serve such fictitiously named Defendants once their names and capacities become known.

12. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 were the partners, agents, owners, or managers of PYRAMID NEWPORT BEACH MANAGEMENT L.P., PYRAMID ADVISORS LIMITED PARTNERSHIP, and WJ NEWPORT LLC d/b/a RENAISSANCE NEWPORT BEACH HOTEL, at all relevant times.

13. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and omissions alleged herein was performed by, or is attributable to, PYRAMID NEWPORT BEACH MANAGEMENT L.P., PYRAMID ADVISORS LIMITED PARTNERSHIP, WJ NEWPORT LLC d/b/a RENAISSANCE NEWPORT BEACH HOTEL, and/or DOES 1 through 10 (collectively, “Defendants” or “RENAISSANCE NEWPORT

1 BEACH HOTEL”), each acting as the agent, employee, alter ego, and/or joint venturer of, or
2 working in concert with, each of the other co-Defendants and was acting within the course and
3 scope of such agency, employment, joint venture, or concerted activity with legal authority to
4 act on the others’ behalf. The acts of any and all Defendants were in accordance with, and
5 represent, the official policy of Defendants.

6 14. At all relevant times, Defendants, and each of them, ratified each and every act
7 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
8 and abetted the acts and omissions of each and all the other Defendants in proximately causing
9 the damages herein alleged.

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

13 16. Under California law, Defendants are jointly and severally liable as employers
14 for the violations alleged herein because they have each exercised sufficient control over the
15 wages, hours, working conditions, and employment status of Plaintiff and other non-party
16 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
17 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
18 of employment, determined their rate of pay, and maintained their employment records.
19 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
20 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
21 common-law employment relationship. As joint employers of Plaintiff and other non-party
22 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
23 available to Plaintiff and other non-party Aggrieved Employees under the law.

24 17. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
25 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
26 non-party Aggrieved Employees because Defendants have:

- 27 (a) jointly exercised meaningful control over the work performed by
28 Plaintiff and other non-party Aggrieved Employees;

- 1 (b) jointly exercised meaningful control over Plaintiff's and other non-party
2 Aggrieved Employees' wages, hours, and working conditions, including
3 the quantity, quality standards, speed, scheduling, and operative details
4 of the tasks performed by Plaintiff and other non-party Aggrieved
5 Employees;
- 6 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
7 perform work which is an integral part of Defendants' businesses; and
- 8 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
9 Employees as a matter of economic reality in that Plaintiff and other
10 non-party Aggrieved Employees were dependent on Defendants, who
11 shared the power to set the wages of Plaintiff and other non-party
12 Aggrieved Employees and determined their working conditions, and
13 who jointly reaped the benefits from the underpayment of their wages
14 and noncompliance with other statutory provisions governing their
15 employment.

16 18. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
17 there has existed a unity of interest and ownership between Defendants such that any
18 individuality and separateness between the entities has ceased.

19 19. PYRAMID NEWPORT BEACH MANAGEMENT L.P., PYRAMID
20 ADVISORS LIMITED PARTNERSHIP, and WJ NEWPORT LLC d/b/a RENAISSANCE
21 NEWPORT BEACH HOTEL, and/or DOES 1 through 10 are therefore alter egos of each
22 other.

23 20. Adherence to the fiction of the separate existence of Defendants would permit
24 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
25 from liability for the wrongful acts committed by them under the name PYRAMID.

26 21. Plaintiff further alleges, upon information and belief, that the Defendants
27 PYRAMID NEWPORT BEACH MANAGEMENT L.P., PYRAMID ADVISORS LIMITED
28 PARTNERSHIP, and WJ NEWPORT LLC d/b/a RENAISSANCE NEWPORT BEACH

HOTEL are alter egos of each other for the following reasons:

- (a) On the California Secretary of State's website (<https://bizfileonline.sos.ca.gov/>) and the Secretary of the Commonwealth of Massachusetts Corporations Division's website (<https://www.sec.state.ma.us/divisions/corporations/corporations.htm>), PYRAMID NEWPORT BEACH MANAGEMENT L.P. and PYRAMID ADVISORS LIMITED PARTNERSHIP have the same principal address, "30 ROWES WHARF[,] S[UI]TE 5300, BOSTON, MA 02110";
- (b) According to the Orange County Clerk Recorder's website (<https://cr.ocgov.com/FBNOnlineNet/>), WJ NEWPORT, LLC is registered under the fictitious business name, "Renaissance Newport Beach Hotel," where Plaintiff was employed;
- (c) According to the California Secretary of State's website and the Secretary of the Commonwealth of Massachusetts Corporations Division's website, PYRAMID NEWPORT BEACH MANAGEMENT L.P. and PYRAMID ADVISORS LIMITED PARTNERSHIP share the same agent for service of process, C T CORPORATION SYSTEM; and
- (d) On information and belief, PYRAMID NEWPORT BEACH MANAGEMENT L.P., PYRAMID ADVISORS LIMITED PARTNERSHIP, and WJ NEWPORT LLC d/b/a RENAISSANCE NEWPORT BEACH HOTEL utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

22. Defendants are a hotel management firm that provide revenue management, sales and marketing, business analytics, and other operational services to hotels worldwide. Upon information and belief, Defendants maintain a single, centralized Human Resources (HR) department at their corporate headquarters in Boston, Massachusetts, or Newport Beach,

1 California, for all non-exempt, hourly paid employees working for Defendants in California,
2 which is responsible for the recruiting and hiring of new employees, and communicating and
3 implementing Defendants' company-wide policies, including timekeeping policies and meal
4 and rest period policies, to employees throughout California.

5 23. In particular, Plaintiff and other non-party Aggrieved Employees, on
6 information and belief, received the same standardized documents and/or written policies.
7 Upon information and belief, the usage of standardized documents and/or written policies,
8 including new-hire documents, indicate that Defendants dictated policies at the corporate level
9 and implemented them company-wide, regardless of their employees' assigned locations or
10 positions. Upon information and belief, Defendants set forth uniform policies and procedures
11 in several documents provided at an employee's time of hire.

12 24. Upon information and belief, Defendants maintain a centralized Payroll
13 department at their corporate headquarters in Boston, Massachusetts, or Newport Beach,
14 California, which processes payroll for all non-exempt, hourly paid employees working for
15 Defendants at their various locations in California, including Plaintiff and other non-party
16 Aggrieved Employees. Based upon information and belief, Defendants issue the same
17 formatted wage statements to all non-exempt, hourly paid employees in California,
18 irrespective of their work locations. Upon information and belief, Defendants process payroll
19 for departing employees in the same manner throughout the State of California, regardless of
20 the manner in which each employee's employment ends.

21 25. Defendants continue to employ non-exempt or hourly paid employees in
22 California.

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

27 27. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
28 non-party Aggrieved Employees were not paid for all hours worked because all hours worked

1 were not recorded.

2 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
4 receive certain wages for overtime compensation and that they were not receiving certain
5 wages for overtime compensation.

6 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
8 receive at least minimum wages for compensation and that they were not receiving at least
9 minimum wages for work that was required to be done off-the-clock. In violation of the
10 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
11 least minimum wages for work done off-the-clock.

12 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
14 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
15 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
16 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
17 other non-party Aggrieved Employees were not provided with all meal periods or payment of
18 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
19 uninterrupted, thirty (30) minute meal period.

20 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
22 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
23 payment of one (1) additional hour of pay at their regular rates of pay when they were not
24 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
25 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
26 provided with payment of one (1) additional hour of pay at their regular rates of pay when
27 they were not authorized and permitted to take a compliant rest period.

28 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
2 receive complete and accurate wage statements in accordance with California law. In
3 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
4 were not provided complete and accurate wage statements.

5 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that they had a duty to maintain accurate and complete payroll records in
7 accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly,
8 and intentionally failed to do so.

9 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
11 timely payment of wages during their employment. In violation of the California Labor Code,
12 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
13 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
14 premiums, within permissible time periods.

15 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
17 timely payment of all wages earned upon termination of employment. In violation of the
18 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
19 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
20 and/or meal and rest period premiums, within permissible time periods.

21 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
23 receive reimbursement for all business-related expenses and costs they incurred during the
24 course and scope of their employment and that they did not receive reimbursement of
25 applicable business-related expenses and costs incurred.

26 37. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, Defendants knew or should have known that they had a duty to compensate
28 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants

1 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
2 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
3 that they were properly denied wages, all in order to increase Defendants' profits.

4 38. At all times herein set forth, PAGA provides that any provision of law under
5 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
6 assessed and collected by the LWDA for violations of the California Labor Code and
7 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
8 civil action brought on behalf of themselves and other current or former employees pursuant
9 to procedures outlined in California Labor Code section 2699.3.

10 39. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as
11 "any person who was employed by the alleged violator and personally suffered each of the
12 violations alleged."

13 40. Plaintiff and other current and former employees of Defendants are "aggrieved
14 employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants'
15 current or former employees and each of the alleged violations were committed against them.

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

- 19 (a) The aggrieved employee shall give written notice by online filing
20 (hereinafter "Employee's Notice") to the LWDA and by certified mail
21 to the employer of the specific provisions of the California Labor Code
22 alleged to have been violated, including the facts and theories to support
23 the alleged violations.
- 24 (b) An aggrieved employee's notice filed with the LWDA pursuant to
25 2699.3(a) and any employer response to that notice shall be
26 accompanied by a filing fee of seventy-five dollars (\$75).
- 27 (c) The LWDA shall provide notice (hereinafter "LWDA Notice") to the
28 employer and the aggrieved employee by certified mail that it does not

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

8 42. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
9 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
10 provision other than those listed in Section 2699.5 after the following requirements have been
11 met:

- 12 (a) The aggrieved employee or representative shall give written notice by
13 online filing to the LWDA and by certified mail to the employer of the
14 specific provisions of the California Labor Code alleged to have been
15 violated (other than those listed in Section 2699.5), including the facts
16 and theories to support the alleged violation.
- 17 (b) An aggrieved employee's notice filed with the LWDA pursuant to
18 2699.3(c) and any employer response to that notice shall be
19 accompanied by a filing fee of seventy-five dollars (\$75).
- 20 (c) The employer may cure the alleged violation within thirty-three (33)
21 calendar days of the postmark date of the notice. The employer shall
22 give written notice by certified mail within that period of time to the
23 aggrieved employee or representative and the agency if the alleged
24 violation is cured, including a description of actions taken, and no civil
25 action pursuant to Section 2699 may commence. If the alleged violation
26 is not cured within the 33-day period, the employee may commence a
27 civil action pursuant to Section 2699.

28 43. On May 23, 2024, Plaintiff provided written notice by online filing to the

1 LWDA and by certified mail to Defendants of the specific provisions of the California Labor
2 Code alleged to have been violated, including facts and theories to support the alleged
3 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
4 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
5 LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned
6 Plaintiff PAGA Case Number LWDA-CM-1030210-24. A true and correct copy of Plaintiff's
7 written notice to the LWDA and Defendants is attached hereto as "Exhibit 1."

8 44. As of the filing date of this complaint, over 65 days have passed since Plaintiff
9 sent the written notices described above, and the LWDA has not responded that it intends to
10 investigate Plaintiff's claims, and Defendants have not cured the violations.

11 45. Thus, Plaintiff has satisfied the administrative prerequisites under California
12 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
13 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
14 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

15 46. Labor Code section 558(a) provides "[a]ny employer or other person acting on
16 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
17 provision regulating hours and days of work in any order of the Industrial Welfare
18 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
19 dollars (\$50) for each underpaid employee for each pay period for which the employee was
20 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
21 underpaid employee for each pay period for which the employee was underpaid" Labor
22 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
23 to any other civil or criminal penalty provided by law." Plaintiff, acting in the public interest
24 as a private attorney general, seeks assessment and collection of civil penalties under Labor
25 Code section 558 for himself, all other non-party Aggrieved Employees, and the State of
26 California against Defendants for violations of Labor Code sections 510, 512(a), 516, 1198,
27 and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
28 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558

1 from Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the
2 applicable IWC Wage Order.

3 47. Defendants, at all times relevant to this complaint, were employers or persons
4 acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved
5 Employees' rights by violating various sections of the California Labor Code as set forth
6 above.

7 48. As set forth below, Defendants have violated numerous provisions of both the
8 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
9 Order.

10 49. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
11 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a
12 private attorney general, seeks assessment and collection of civil penalties for himself, all
13 other non-party Aggrieved Employees, and the State of California against Defendants for
14 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516,
15 1174(d), 1182.12, 1194, 1197, 1198, and 2802.

16 **FIRST CAUSE OF ACTION**

17 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

18 **(Against all Defendants)**

19 50. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
20 and every allegation set forth above.

21 51. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
22 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
23 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and
24 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to
25 recover civil penalties for violations of those Labor Code sections not found in section 2699.5,
26 including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, and 2802.

27 52. Defendants' conduct, as alleged herein, violates numerous sections of the
28 California Labor Code, including, but not limited to, the following:

- (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other non-party Aggrieved Employees with all required overtime pay, as set forth below;
- (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other non-party Aggrieved Employees with at least minimum wages for all hours worked, as set forth below;
- (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to provide Plaintiff and other non-party Aggrieved Employees with meal periods, as set forth below;
- (d) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order for Defendants' failure to authorize and permit Plaintiff and other non-party Aggrieved Employees to take rest periods, as set forth below;
- (e) Violation of Labor Code sections 226(a) and 1198, and the applicable IWC Wage Order for failure to provide accurate and complete wage statements to Plaintiff and other non-party Aggrieved Employees, as set forth below;
- (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable IWC Wage Order for failure to maintain payroll records, as set forth below;
- (g) Violation of Labor Code sections 204 for failure to pay all earned wages during employment, as set forth below;
- (h) Violation of Labor Code section 201 and 202 for failure to pay all earned wages upon termination, as set forth below; and
- (i) Violation of Labor Code sections 2802 for failure to reimburse Plaintiff

1 and other non-party Aggrieved Employees for all business expenses
2 necessarily incurred, as set forth below.

3 **FAILURE TO PAY OVERTIME**

4 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

5 53. Labor Code section 1198 makes it illegal to employ an employee under
6 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
7 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
8 shall be the . . . standard conditions of labor for employees. The employment of any employee
9 . . . under conditions of labor prohibited by the order is unlawful.”

10 54. California Labor Code section 1198 and the applicable IWC Wage Order
11 provide that it is unlawful to employ persons without compensating them at a rate of pay
12 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
13 number of hours worked by the person on a daily or weekly basis.

14 55. Specifically, the applicable IWC Wage Order provides that Defendants are and
15 were required to pay Plaintiff and other non-party Aggrieved Employees working more than
16 eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and
17 one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty
18 (40) hours in a workweek.

19 56. The applicable IWC Wage Order further provides that Defendants are and were
20 required to pay Plaintiff and other non-party Aggrieved Employees working more than twelve
21 (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay.
22 An employee’s regular rate of pay includes all remuneration for employment paid to, or on
23 behalf of, the employee, including nondiscretionary bonuses, shift differential pay, and
24 incentive pay.

25 57. California Labor Code section 510 codifies the right to overtime compensation
26 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
27 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
28 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate

1 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
2 in a day on the seventh (7th) day of work.

3 58. During the relevant time period, Defendants willfully failed to pay all overtime
4 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
5 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
6 for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12)
7 hours in a day, and/or in excess of forty (40) hours in a week, because all hours worked were
8 not recorded.

9 59. First, during the relevant time period, Defendants had, and continue to have, a
10 company-wide policy and/or practice of requiring Plaintiff and other non-party Aggrieved
11 Employees to perform tasks while off-the-clock before or after their scheduled shifts, and on
12 their days off. For example, Defendants only provided Plaintiff and other non-party
13 Aggrieved Employees with two (2) access points to their timekeeping system, which sometimes
14 forced Plaintiff and other non-party Aggrieved Employees to wait to clock in for a few minutes
15 off-the-clock and under Defendants' control, time for which they were not paid. As a further
16 example, Defendants' management would call and send text messages to Plaintiff and other
17 non-party Aggrieved Employees off-the-clock on their days off and after scheduled shifts to
18 discuss work-related matters.

19 60. Second, Defendants maintained a company-wide on-premises meal period
20 policy, which mandated that Plaintiff and other non-party Aggrieved Employees remain on
21 Defendants' premises during their unpaid meal periods. Because Plaintiff and other non-party
22 Aggrieved Employees were restricted from leaving the premises during meal periods, they were
23 denied the ability to use their meal periods freely for their own purposes, such as running
24 personal errands. Thus, Defendants effectively maintained control over Plaintiff and other non-
25 party Aggrieved Employees during their unpaid meal periods, but did not compensate them for
26 this time.

27 61. Third, Defendants had, and continue to have, a company-wide policy and/or
28 practice of strictly staffing their locations based on the labor hours allocated by each location's

1 labor or payroll budget set by corporate. On information and belief, Defendants' uniform use of
2 labor budgeting and understaffing, including adopting a single-staffing model for some of their
3 positions, such as security employees, resulted in a failure to provide Plaintiff and/or other non-
4 party Aggrieved Employees with adequate meal period coverage, because there were too few
5 employees on duty to handle the workload and attend to guest concerns. Because Defendants
6 did not employ or staff a sufficient number of employees to meet the workload, there was no
7 one available to relieve employees needing meal period coverage, and Plaintiff and/or other
8 non-party Aggrieved Employees were not always afforded uninterrupted 30-minute meal
9 periods during shifts when they were entitled to receive a meal period. In conjunction with
10 understaffing their locations, Defendants had a company-wide practice and/or policy of
11 requiring that Plaintiff and other non-party Aggrieved Employees carry and respond to a
12 company-issued radio at all times. As a result, Defendants' management contacted Plaintiff
13 and other non-party Aggrieved Employees on their company-issued radios during unpaid meal
14 periods to discuss work-related matters. Defendants also had a practice of failing to schedule
15 meal periods, which further caused Plaintiff and/or other non-party Aggrieved Employees to
16 not be relieved of their duties for compliant meal periods. For example, Plaintiff had his meal
17 periods interrupted over the radio about two (2) times per week to discuss work-related tasks
18 with his managers. Thus, Plaintiff and other non-party Aggrieved Employees would be
19 required to work through and/or had their unpaid meal periods interrupted in order to complete
20 their assigned duties, time for which they were not paid.

21 62. Fourth, to prevent Plaintiff and other non-party Aggrieved Employees from
22 incurring meal period penalties that Defendants would otherwise owe, Defendants' timekeeping
23 system prevented Plaintiff and other non-party Aggrieved Employees from recording all hours
24 worked when their meal periods were shortened or interrupted, because the system locked out
25 Plaintiff and other non-party Aggrieved Employees once they clocked out for a meal period,
26 and would not permit them to clock back in from a meal period until 30 minutes had elapsed.
27 Thus, Defendants' timekeeping system further prevented Plaintiff and other non-party
28 Aggrieved Employees from recording all hours worked when their meal periods were shortened

1 or interrupted.

2 63. Defendants knew or should have known that, as a result of these company-wide
3 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
4 their assigned duties off-the-clock outside of their shifts and during meal periods, and were
5 suffered or permitted to perform work for which they were not paid. Because Plaintiff and
6 other non-party Aggrieved Employees worked shifts of eight (8) hours a day or more, or forty
7 (40) hours a week or more, some of this off-the-clock work qualified for overtime premium
8 pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid overtime
9 wages for all of the overtime hours they actually worked.

10 64. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
11 the balance of overtime compensation as required by California law, violates the provisions of
12 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
13 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
14 558 and/or 2699(a), (f), and (k).

15 **FAILURE TO PAY MINIMUM WAGES**

16 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

17 65. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
18 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
19 to be paid to employees, and the payment of a wage less than the minimum so fixed is
20 unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as "the time
21 during which an employee is subject to the control of an employer, and includes all the time
22 the employee is suffered or permitted to work, whether or not required to do so." Cal. Code
23 Regs. tit. 8, § 11050(2)(L) (defining "Hours Worked").

24 66. First, as stated above, Defendants had, and continue to have, a company-wide
25 policy and/or practice of requiring Plaintiff and other non-party Aggrieved Employees to
26 perform work while off-the-clock, including waiting to clock in and responding to phone calls
27 and text messages from management regarding work-related matters. Thus, Defendants have
28 failed to track this time Plaintiff and other non-party Aggrieved Employees spent working off-

1 the-clock, and Plaintiff and other non-party Aggrieved Employees have received no
2 compensation for this time.

3 67. Second, as also stated, due to Defendants' company-wide policy requiring
4 employees to stay on the work premises during meal periods, Plaintiff and other non-party
5 Aggrieved Employees were not relieved of all duties during unpaid meal periods. Further, as
6 also stated, due to Defendants' uniform practices of utilizing labor budgets, understaffing
7 (including adopting a single-staffing model for certain positions), assignment of heavy
8 workloads, failure to schedule meal periods, resultant lack of meal period coverage, and policy
9 requiring employees to respond to their radios, Plaintiff and other non-party Aggrieved
10 Employees were prevented from taking all uninterrupted meal periods to which they were
11 entitled and were required to work off-the-clock and/or had their meal periods interrupted.

12 68. Moreover, as stated, Defendants systematically failed to pay Plaintiff and other
13 non-party Aggrieved Employees for actual hours worked during unpaid meal periods, because
14 Defendants' timekeeping system locked out Plaintiff and other non-party Aggrieved Employees
15 for 30 minutes when they clocked out for a meal period. Thus, Defendants systematically failed
16 to pay Plaintiff and other non-party Aggrieved Employees for actual hours worked during
17 unpaid meal periods because these hours were not always correctly recorded.

18 69. Thus, Defendants did not pay minimum wages for all hours worked by Plaintiff
19 and other non-party Aggrieved Employees. To the extent that these off-the-clock hours did
20 not qualify for overtime premium payment, Defendants did not pay at least minimum wages
21 for those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
22 1194, 1197, and 1198.

23 70. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
24 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
25 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
26 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

27 //

28 //

FAILURE TO PROVIDE AND RECORD MEAL PERIODS
VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198

71. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and non-party Aggrieved Employees' employment by Defendants.

72. At all relevant times herein set forth, California Labor Code section 512(a) provides that an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

73. At all relevant times herein set forth, California Labor Code sections 226.7, 512(a), 516, and 1198 provide that no employer shall require an employee to work during any meal period mandated by an applicable order of the IWC.

74. At all relevant times herein set forth, Labor Code sections 226.7, 512(a), 1198, and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that 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.

75. First, during the relevant time period, as stated, Defendants, maintained and implemented a company-wide on-premises meal period policy, which mandated that Plaintiff and other non-party Aggrieved Employees remain on the work premises during the meal periods. Because Plaintiff and other non-party Aggrieved Employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Thus, Defendants effectively maintained control over Plaintiff

1 and other non-party Aggrieved Employees during meal periods.

2 76. Second, Defendants had, and continue to have, company-wide policies and/or
3 practices of understaffing their locations and/or single-staffing certain positions while utilizing
4 labor budgets, which, combined with the assignment of heavy workloads and failure to schedule
5 meal periods, resulted in a lack of meal period coverage and prevented Plaintiff and/or other
6 non-party Aggrieved Employees from taking all timely, uninterrupted meal periods to which
7 they were entitled. Moreover, as stated, Defendants had, and continue to have, a company-wide
8 policy and/or practice of requiring that Plaintiff and other non-party Aggrieved Employees
9 respond to requests over their radios at all times, including during meal periods. As a result,
10 Defendants' management contacted Plaintiff and other non-party Aggrieved Employees on
11 their radios during meal periods to discuss work-related matters. Thus, Plaintiff and other non-
12 party Aggrieved Employees had to work through all or part of their meal periods, had their
13 meal periods interrupted, and/or had to wait extended periods of time before taking meal
14 periods. For example, Plaintiff had his meal periods interrupted about two (2) times per week to
15 discuss work-related tasks with Defendants' managers, like being asked to attend to hotel
16 guests.

17 77. Third, as stated, Defendants' company-wide timekeeping system prevented
18 Plaintiff and other non-party Aggrieved Employees from recording all hours worked when their
19 meal periods were shortened or interrupted, because the system locked out Plaintiff and other
20 non-party Aggrieved Employees once they clocked out for a meal period, and would not permit
21 them to clock back in from a meal period before 30 minutes had elapsed.

22 78. Fourth, Defendants did not always provide Plaintiff and other non-party
23 Aggrieved Employees with second 30-minute meal periods on days that they worked in excess
24 of ten (10) hours in one day. During his employment, Plaintiff often worked shifts in excess of
25 ten (10) or more hours per day but was not always provided a second 30-minute meal period.
26 Plaintiff and other non-party Aggrieved Employees did not sign valid meal period waivers on
27 days that they were entitled to meal periods and were not relieved of all duties.

28 79. At all times mentioned herein, Defendants knew or should have known that as a

1 result of their policies and/or practices, Plaintiff and other non-party Aggrieved Employees
2 were not actually relieved of all duties to take timely, uninterrupted meal periods. Defendants
3 further knew or should have known that they did not pay Plaintiff and other non-party
4 Aggrieved Employees meal period premiums when meal periods were late, interrupted,
5 shortened, and/or missed.

6 80. Furthermore, Defendants engaged in a company-wide practice and/or policy of
7 not paying all meal period premiums owed when compliant meal periods are not provided.
8 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
9 have not received premium pay for all missed, late, and interrupted meal periods. As a result,
10 Defendants failed to provide Plaintiff and other non-party Aggrieved Employees compliant
11 meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed
12 to pay the full meal period premiums due.

13 81. Defendants' conduct violates the applicable IWC Wage Order, and California
14 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
15 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
16 558 and/or 2699(a), (f), and (k).

17 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**
18 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

19 82. At all relevant times herein set forth, the applicable IWC Wage Order and
20 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
21 non-party Aggrieved Employees' employment by Defendants.

22 83. At all relevant times, the applicable IWC Wage Order provides that "[e]very
23 employer shall authorize and permit all employees to take rest periods, which insofar as
24 practicable shall be in the middle of each work period" and that the "rest period time shall be
25 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
26 hours or major fraction thereof" unless the total daily work time is less than three and one-half
27 (3 ½) hours.

28 84. At all relevant times, California Labor Code section 226.7 provides that no

1 employer shall require an employee to work during any rest period mandated by an applicable
2 order of the California IWC. To comply with its obligation to authorize and permit rest
3 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
4 employer must “relinquish any control over how employees spend their break time, and
5 relieve their employees of all duties—including the obligation that an employee remain on
6 call. A rest period, in short, must be a period of rest.” *Augustus v. ABM Security Services,*
7 *Inc.*, 2 Cal. 5th 257, 273 (2016).

8 85. Pursuant to the applicable IWC Wage Order and California Labor Code section
9 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from
10 Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a
11 required rest period was not authorized and permitted.

12 86. During the relevant time period, Defendants regularly failed to authorize and
13 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
14 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
15 Defendants’ company-wide practices, including understaffing/single-staffing and assigning
16 heavy workloads, resulted in a lack of rest period coverage and prevented Plaintiff and other
17 non-party Aggrieved Employees from being relieved of all duty in order to take compliant rest
18 periods. Additionally, Defendants failed to schedule rest periods, which, coupled with
19 Defendants’ failure to provide adequate rest period coverage, further led to Plaintiff and other
20 non-party Aggrieved Employees not being authorized and permitted to take rest periods.
21 Moreover, Plaintiff and other non-party Aggrieved Employees were required to respond to
22 requests from management and other employees over their radios, resulting in interrupted rest
23 periods.

24 87. Furthermore, during the relevant time period, Defendants maintained and
25 implemented a company-wide on-premises rest period policy, which mandated that Plaintiff
26 and other non-party Aggrieved Employees remain on the premises during their rest periods.
27 Because Plaintiff and other non-party Aggrieved Employees were restricted from leaving
28 Defendants’ premises during rest periods, they were denied the ability to use their rest periods

1 freely for their own purposes, such as completing personal errands. Thus, Defendants
2 effectively maintained control over Plaintiff and other non-party Aggrieved Employees during
3 rest periods.

4 88. As a result of Defendants' practices and policies, Plaintiff and other non-party
5 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
6 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they
7 were entitled. For example, throughout his employment, Plaintiff had to regularly forgo at least
8 one (1) rest period nearly every shift and had his rest periods interrupted and/or cut short at least
9 twice per week due to the heavy workload and a lack of rest period coverage.

10 89. Defendants have also engaged in a systematic, company-wide practice and/or
11 policy of not paying rest period premiums owed when rest periods are not authorized and
12 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
13 Employees have not received premium pay for all missed rest periods. Accordingly,
14 Defendants failed to authorize and permit all compliant rest periods and failed to pay the full
15 rest period premiums due.

16 90. Defendants' conduct violates the applicable IWC Wage Order and California
17 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
18 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
19 558 and/or 2699(a), (f), and (k).

20 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
21 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

22 91. At all relevant times herein, California Labor Code section 226(a) provides that
23 every employer shall furnish each of his or her employees an accurate and complete itemized
24 wage statement in writing, including, but not limited to, the name and address of the legal
25 entity that is the employer, the inclusive dates of the pay period, total hours worked, and all
26 applicable rates of pay.

27 92. During the relevant time period, Defendants have knowingly and intentionally
28 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and

1 inaccurate wage statements. For example, Defendants issued uniform wage statements to
2 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
3 earned; total hours worked; net wages earned; the address of the legal entity that is the
4 employer; and all applicable hourly rates in effect during the pay period, including rates of
5 pay for overtime wages, and the corresponding number of hours worked at each hourly rate.
6 Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and
7 226(a)(9).

8 93. Because Defendants did not record the time Plaintiff and other non-party
9 Aggrieved Employees spent working off-the-clock and deducted time from their records for
10 meal periods that were interrupted and/or missed (and therefore time for which they should
11 have been paid), Defendants did not list the correct amount of gross wages and net wages
12 earned by Plaintiff and other non-party Aggrieved Employees in compliance with section
13 226(a)(1) and section 226(a)(5), respectively. For the same reason, Defendants failed to
14 accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved
15 Employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of
16 pay in effect during the pay period and the corresponding accurate number of hours worked at
17 each hourly rate, in violation of section 226(a)(9).

18 94. Further, and separate from these violations, Defendants issued uniform wage
19 statements to Plaintiff and other non-party Aggrieved Employees that failed to correctly list
20 the address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of
21 section 226(a)(8) is to provide California employees with transparency as to the true identity
22 of their employer, to allow the employee to contact their employer during employment or in
23 the future for various reasons, including filing an administrative claim, judicial claim, or other
24 action to seek relief against their employer, to obtain unemployment benefits, etc. During the
25 relevant time period, Defendants systematically, and on a company-wide basis, issued wage
26 statements to Plaintiff and other non-party Aggrieved Employees that fail to list the employing
27 entity's correct address. Plaintiff's and other non-party Aggrieved Employees' wage statements
28 incorrectly list the employer's address as "30 Rows Wharf **Suite 530**, Boston, MA 02110," but

1 according to the California Secretary of State’s website, PYRAMID NEWPORT BEACH
2 MANAGEMENT L.P.’s complete entity address should be “30 ROWES WHARF **STE 5300**,
3 BOSTON, MA 02110” (emphasis added).

4 95. The wage statement deficiencies also include, among other things, failing to list
5 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
6 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
7 for which aggrieved employees were paid; failing to list the name of the employee and only
8 the last four digits of his or her social security number or an employee identification number
9 other than a social security number; failing to list the name of the legal entity that is the
10 employer; and/or failing to state all hours worked as a result of not recording or stating the
11 hours worked off-the-clock.

12 96. California Labor Code section 1174(d) provides that “[e]very person employing
13 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
14 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
15 plants or establishments at which employees are employed, payroll records showing the hours
16 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
17 applicable piece rate paid to, employees employed at the respective plants or
18 establishments” Labor Code section 1174.5 provides that employers are subject to a
19 \$500 civil penalty if they fail to maintain accurate and complete records as required by section
20 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),
21 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-party
22 Aggrieved Employees showing the daily hours they worked and the wages paid thereto as a
23 result of failing to record the off-the-clock hours that they worked.

24 97. California Labor Code section 1198 provides that the maximum hours of work
25 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
26 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
27 employment of any employees for longer hours than those fixed by the order or under
28 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC

1 Wage Order, employers are required to keep accurate time records showing when the
2 employee begins and ends each work period and meal period. During the relevant time
3 period, Defendants engaged in company-wide practices and/or policies of failing to record
4 actual hours worked, and thereby failed to keep accurate records of work period and meal
5 period start and end times for Plaintiff and other non-party Aggrieved Employees in violation
6 of section 1198. Furthermore, in light of Defendants' failure to provide Plaintiff and other
7 non-party Aggrieved Employees with second 30-minute meal periods to which they were
8 entitled, Defendants kept no records of meal start and end times for second meal periods.

9 98. Defendants' conduct violates California Labor Code 226(a), 1174(d), and 1198.
10 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
11 penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

12 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

13 **VIOLATION OF LABOR CODE SECTION 204**

14 99. At all relevant times herein set forth, California Labor Code section 204
15 requires that all wages earned by any person in any employment between the 1st and the 15th
16 days, inclusive, of any calendar month, other than those wages due upon termination of an
17 employee, are due and payable between the 16th and the 26th day of the month during which
18 the labor was performed. Labor Code section 204 further provides that all wages earned by
19 any person in any employment between the 16th and the last day, inclusive, of any calendar
20 month, other than those wages due upon termination of an employee, are due and payable
21 between the 1st and the 10th day of the following month.

22 100. At all relevant times herein, California Labor Code section 204 also requires
23 that all wages earned for labor in excess of the normal work period shall be paid no later than
24 the payday for the next regular payroll period. Alternatively, at all relevant times herein,
25 Labor Code section 204 provides that the requirements of this section are deemed satisfied by
26 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
27 more than seven (7) calendar days following the close of the payroll period.

28 101. During the relevant time period, Defendants willfully failed to pay Plaintiff and

1 other non-party Aggrieved Employees all wages due to them within any time period specified
2 by California Labor Code section 204 including, but not limited to, overtime wages, minimum
3 wages, and/or meal and rest period premiums.

4 102. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
5 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

6 **FAILURE TO PAY WAGES UPON TERMINATION**

7 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

8 103. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
9 that if an employer discharges an employee, the wages earned and unpaid at the time of
10 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
11 her employment, his or her wages shall become due and payable not later than seventy-two
12 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
13 his or her intention to quit, in which case the employee is entitled to his or her wages at the
14 time of quitting.

15 104. On information and belief, Defendants have a company-wide practice or policy
16 of paying departing employees their final wages late, instead of adhering to the time
17 requirements set forth in Labor Code sections 201 and 202. For example, Plaintiff resigned
18 from his employment on or around September 15, 2023, and received his final paycheck in the
19 mail about a week or two after his resignation. Thus, Defendants failed to pay Plaintiff his final
20 wages within the requisite time limit, in violation of California Labor Code section 202.

21 105. Additionally, during the relevant time period, Defendants willfully failed to pay
22 Plaintiff and other non-party Aggrieved Employees who are no longer employed by
23 Defendants the earned and unpaid wages set forth above, including but not limited to,
24 overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of
25 discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

26 106. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
27 who are no longer employed by Defendants their wages earned and unpaid at the time of
28 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates

1 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
2 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
3 2699(a), (f), and (k).

4 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

5 **VIOLATION OF LABOR CODE SECTION 2802**

6 107. At all times herein set forth, California Labor Code section 2802 provides that
7 an employer must reimburse employees for all necessary expenditures and losses incurred by
8 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
9 to prevent employers from passing off their cost of doing business and operating expenses on
10 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
11 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen
12 tools or equipment are required by the employer or are necessary to the performance of a job,
13 such tools and equipment shall be provided and maintained by the employer, except that an
14 employee whose wages are at least two (2) times the minimum wage provided herein may be
15 required to provide and maintain hand tools and equipment customarily required by the trade
16 or craft."

17 108. During the relevant time period, Defendants, on a company-wide basis,
18 required Plaintiff and other non-party Aggrieved Employees to use their personal mobile
19 devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job
20 duties, but failed to reimburse them for the costs of their work-related mobile device expenses.
21 For example, Plaintiff was required to use his personal cellular phone to communicate with his
22 supervisors and coworkers to discuss work-related issues. Although Defendants required
23 Plaintiff and other non-party Aggrieved Employees to utilize their personal mobile devices
24 and/or mobile data to carry out their work-related responsibilities, Defendants failed to
25 reimburse them for these costs.

26 109. Defendants could have provided Plaintiff and other non-party Aggrieved
27 Employees with the actual tools or equipment for use on the job, such as company mobile
28 devices, or Defendants could have reimbursed employees for their mobile device usage.

1 Instead, Defendants passed these operating costs off onto Plaintiff and other non-party
2 Aggrieved Employees. At all relevant times, Plaintiff has not earned at least two (2) times the
3 minimum wage.

4 110. Defendants' company-wide policy and/or practice of not reimbursing
5 employees for expenses necessarily incurred and passing on their operating costs to Plaintiff
6 and other non-party Aggrieved Employees violates California Labor Code section 2802.
7 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
8 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

9 **REQUEST FOR JURY TRIAL**

10 Plaintiff requests a trial by jury.

11 **PRAYER FOR RELIEF**

12 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
13 judgment against Defendants, jointly and severally, as follows:

14 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
15 (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a different
16 amount.

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

18 2. That the Court declare, adjudge and decree that Defendants violated the
19 following California Labor Code provisions as to Plaintiff and other non-party Aggrieved
20 Employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198
21 (by failing to include all forms of remuneration in the regular rate of pay for purposes of
22 paying overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, and
23 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
24 and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize
25 and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
26 statements and maintain accurate payroll records); 204 (by failing to timely pay all earned
27 wages during employment); 201 and 202 (by failing to timely pay all earned wages upon
28 termination); and 2802 (by failing to reimburse business expenses);

1 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,
2 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202,
3 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, and 2802;

4 4. For attorneys' fees and costs pursuant to California Labor Code section
5 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
6 Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12,
7 1194, 1197, 1198, and 2802;

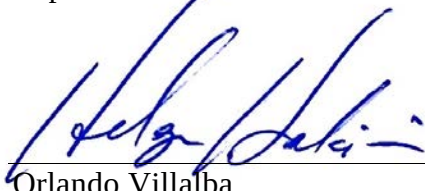
8 5. For pre-judgment and post-judgment interest as provided by law; and

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

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12 Dated: July 29, 2024

Respectfully submitted,

Capstone Law APC

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16 By: 

Orlando Villalba

Helga Hakimi

Joseph D. Parsons

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18 Attorneys for Plaintiff Robert Butcher
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EXHIBIT “1”



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SAIRAH BUDHWANI
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May 23, 2024

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/308>)

Subject: *Robert Butcher v. Pyramid Newport Beach Management L.P., et al.*

Dear PAGA Administrator:

This office represents Robert Butcher in connection with his claims under the California Labor Code. Mr. Butcher was an employee of PYRAMID NEWPORT BEACH MANAGEMENT L.P.; PYRAMID ADVISORS LIMITED PARTNERSHIP; and/or WJ NEWPORT LLC dba RENAISSANCE NEWPORT BEACH HOTEL. For the purpose of this letter, Mr. Butcher collectively refers to these entities as "PYRAMID."

The employers may be contacted directly at the addresses below:

PYRAMID NEWPORT BEACH MANAGEMENT L.P. 30 ROWES WHARF, STE 5300 BOSTON, MA 02110	WJ NEWPORT LLC dba RENAISSANCE NEWPORT BEACH HOTEL 4500 MACARTHUR BLVD. NEWPORT BEACH, CA 92660
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PYRAMID ADVISORS LIMITED PARTNERSHIP
30 ROWES WHARF, STE 5300
BOSTON, MA 02110

Mr. Butcher intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Butcher seeks relief on behalf of himself, the State of California, and other persons who are or were employed by PYRAMID as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

PYRAMID employed Mr. Butcher as an hourly paid, non-exempt employee from approximately July 2022 to September 2023. Mr. Butcher worked for PYRAMID as a Security Supervisor at Renaissance Newport Beach Hotel in Newport Beach, California. During his employment, Mr. Butcher typically worked 8-10 hours or more per day and five (5) days per week. At the time his

employment with PYRAMID ended, Mr. Butcher was compensated approximately \$23.49 per hour. His job duties included, without limitation, patrolling the hotel premises, training security employees, and responding to guest emergencies and requests.

PYRAMID committed one or more of the following Labor Code violations against Mr. Butcher the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

PYRAMID’s Company-Wide and Uniform Payroll and HR Practices

PYRAMID NEWPORT BEACH MANAGEMENT L.P. and PYRAMID ADVISORS LIMITED PARTNERSHIP are Delaware limited partnerships, and WJ NEWPORT LLC dba RENAISSANCE NEWPORT BEACH HOTEL is a Delaware limited liability company. Together, they are a hotel management firm that provides revenue management, sales and marketing, business analytics, and other operational services to hotels worldwide. Upon information and belief, PYRAMID maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Boston, Massachusetts, or Newport Beach, California, for all non-exempt, hourly paid employees working for PYRAMID in California, including Mr. Butcher and other aggrieved employees. At all relevant times, PYRAMID issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Butcher and other aggrieved employees, regardless of their location or position.

Upon information and belief, PYRAMID maintains a centralized Payroll department at its corporate headquarters in Boston, Massachusetts, or Newport Beach, California, which processes payroll for all non-exempt, hourly paid employees working for PYRAMID in California, including Mr. Butcher and other aggrieved employees. Further, PYRAMID issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Butcher and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, PYRAMID utilized the same methods and formulas when calculating wages due to Mr. Butcher and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration

¹ These facts, theories, and claims are based on Mr. Butcher’s experience and counsel’s review of those records currently available relating to Mr. Butcher’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Butcher reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

PYRAMID willfully failed to pay all overtime wages owed to Mr. Butcher and other aggrieved employees. During the relevant time period, Mr. Butcher and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, PYRAMID had, and continues to have, a company-wide policy and/or practice of requiring Mr. Butcher and other aggrieved employees to perform tasks while off-the-clock before and after their scheduled shifts, and on their days off. For example, PYRAMID only provided Mr. Butcher and other aggrieved employees with two (2) access points to its timekeeping system, which sometimes forced Mr. Butcher and other aggrieved employees to wait to clock in for a few minutes off-the-clock and under PYRAMID's control, time for which they were not paid. As a further example, PYRAMID's management would call and send text messages to Mr. Butcher and other aggrieved employees off-the-clock on their days off and after scheduled shifts to discuss work-related matters.

Second, PYRAMID maintained a company-wide on-premises meal period policy, which mandated that Mr. Butcher and other aggrieved employees remain on PYRAMID's premises during their unpaid meal periods. Because Mr. Butcher and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes, such as running personal errands. Thus, PYRAMID effectively maintained control over Mr. Butcher and other aggrieved employees during their unpaid meal periods, but did not compensate them for this time.

Third, PYRAMID had, and continues to have, a company-wide policy and/or practice of strictly staffing its locations based on the labor hours allocated by each location's labor or payroll budget set by corporate. On information and belief, PYRAMID's uniform use of labor budgeting and understaffing, including adopting a single-staffing model for some of its positions, such as security employees, resulted in a failure to provide other aggrieved employees with adequate meal period coverage, because there were too few employees on duty to handle the workload and attend to guest concerns. Because PYRAMID did not employ or staff a sufficient number of employees to meet the workload, there was no one available to relieve employees needing meal period coverage, and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. PYRAMID also had a practice of failing to schedule meal periods, which further caused other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, other aggrieved employees worked through their meal periods to keep up with the demands of work. Thus, other aggrieved employees would be required to work through and/or had their unpaid meal periods interrupted in order to complete their assigned duties, time for which they were not paid.

In conjunction with understaffing its locations, PYRAMID had a company-wide practice and/or policy of requiring that Mr. Butcher and other aggrieved employees carry and respond to a company-issued radio at all times. As a result, PYRAMID's management contacted Mr. Butcher and other aggrieved employees on their company-issued radios during unpaid meal periods to discuss work-related matters. For example, Mr. Butcher had his meal periods interrupted about two (2) times per week to discuss work-related tasks with PYRAMID's managers. PYRAMID knew or should have

known that Mr. Butcher and other aggrieved employees were performing work while off- the-clock in order to meet PYRAMID's expectations, but failed to compensate them for this time.

Fourth, to prevent Mr. Butcher and other aggrieved employees from incurring meal period penalties that PYRAMID would otherwise owe, PYRAMID's timekeeping system prevented Mr. Butcher and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Butcher and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes had elapsed. Thus, PYRAMID's timekeeping system further prevented Mr. Butcher and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted.

PYRAMID knew or should have known that as a result of these company-wide practices and/or policies, Mr. Butcher and other aggrieved employees were performing assigned duties off-the-clock, and were suffered or permitted to perform work for which they were not paid. Because Mr. Butcher and other aggrieved employees worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay.

Moreover, PYRAMID did not pay Mr. Butcher and other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, PYRAMID paid Mr. Butcher and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, PYRAMID failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Mr. Butcher and other aggrieved employees worked overtime and received these other forms of pay, PYRAMID failed to pay all overtime wages by paying a lower overtime rate than required.

For example, PYRAMID paid Mr. Butcher and other aggrieved employees incentive pay and/or nondiscretionary bonuses which were listed on Mr. Butcher's and other aggrieved employees' wage statements as "INC BONUS." During pay periods that Mr. Butcher and other aggrieved employees were paid overtime wages, PYRAMID did not incorporate these payments into Mr. Butcher's and other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, PYRAMID paid Mr. Butcher and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. PYRAMID's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to Mr. Butcher and other aggrieved employees on a company-wide basis.

PYRAMID's failure to pay Mr. Butcher and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Butcher and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 5-2001 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.” Cal. Code Regs. tit. 8, § 11050(2)(L) (defining “Hours Worked”).

First, as stated above, PYRAMID had, and continues to have, a company-wide policy and/or practice of requiring Mr. Butcher and other aggrieved employees to perform work while off-the-clock, including waiting to clock in and responding to phone calls and text messages from management regarding work-related matters. PYRAMID failed to track this time Mr. Butcher and other aggrieved employees spent working off-the-clock, and Mr. Butcher and other aggrieved employees received no compensation for this time.

Second, as stated above, due to PYRAMID’s company-wide policy requiring employees to stay on the work premises during meal periods, Mr. Butcher and other aggrieved employees were not relieved of all duties during unpaid meal periods. Further, as also stated, due to PYRAMID’s uniform practices of utilizing labor budgets, understaffing (including adopting a single-staffing model for certain positions), assignment of heavy workloads, failure to schedule meal periods, resultant lack of meal period coverage, and policy requiring employees to respond to their radios, Mr. Butcher and/or other aggrieved employees were prevented from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock and/or had their meal periods interrupted.

Moreover, as stated, PYRAMID systematically failed to pay Mr. Butcher and other aggrieved employees for actual hours worked during unpaid meal periods, because PYRAMID’s timekeeping system locked out Mr. Butcher and other aggrieved employees for 30 minutes when they clocked out for a meal period. Thus, PYRAMID systematically failed to pay Mr. Butcher and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Thus, PYRAMID did not pay at least minimum wages for all hours worked by Mr. Butcher and other aggrieved employees. Also, to the extent that these off-the-clock hours did not qualify for overtime premium payment, PYRAMID did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, PYRAMID regularly failed to pay at least minimum wages to Mr. Butcher and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Butcher and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that 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.

First, during the relevant time period, as stated, PYRAMID, maintained and implemented a company-wide on-premises meal period policy, which mandated that Mr. Butcher and other aggrieved employees remain on the work premises during the meal periods. Because Mr. Butcher and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. Thus, PYRAMID effectively maintained control over Mr. Butcher and other aggrieved employees during meal periods.

Second, as stated, PYRAMID had, and continues to have, a company-wide policy and/or practice of understaffing its locations and/or single-staffing certain positions while utilizing labor budgets, which, combined with the assignment of heavy workloads and failure to schedule meal periods, resulted in a lack of meal period coverage and prevented other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. As a result, other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, other aggrieved employees would be required to work through their meal periods due to the heavy workload and lack of coverage.

Moreover, as stated, PYRAMID had, and continues to have, a company-wide policy and/or practice of requiring that Mr. Butcher and other aggrieved employees respond to requests over their radios at all times, including during meal periods. As a result, PYRAMID's management contacted Mr. Butcher and other aggrieved employees on their personal phones during meal periods to discuss work-related matters. For example, Mr. Butcher had his meal periods interrupted about two (2) times per week to discuss work-related tasks with PYRAMID's managers, like being asked to attend to hotel guests. Thus, PYRAMID failed to provide Mr. Butcher and/or other aggrieved employees with compliant, 30-minute meal periods.

Third, as stated, PYRAMID's company-wide timekeeping system prevented Mr. Butcher and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Butcher and other aggrieved employees once they

clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed.

Fourth, PYRAMID did not always provide Mr. Butcher and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During his employment, Mr. Butcher often worked shifts in excess of ten (10) or more hours per day but was not always provided a second 30-minute meal period. Mr. Butcher and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times mentioned herein, PYRAMID knew or should have known that as a result of its company-wide policies and/or practices, Mr. Butcher and other aggrieved employees were prevented from being relieved of all duties to take timely, uninterrupted meal periods. PYRAMID further knew or should have known that it did not pay Mr. Butcher and other aggrieved employees all meal period premiums when meal periods were missed, late, interrupted, and/or shortened.

Furthermore, PYRAMID engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods were not provided. Because of this practice and/or policy, Mr. Butcher and other aggrieved employees have not received all premium pay for missed, interrupted, late and/or shortened meal periods. Alternatively, to the extent that PYRAMID did pay Mr. Butcher and other aggrieved employees premium pay for missed, late, interrupted, and/or shortened meal periods, PYRAMID did not pay Mr. Butcher and other aggrieved employees at the correct rate of pay for premiums because PYRAMID systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, PYRAMID failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Butcher and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, PYRAMID regularly failed to authorize and permit Mr. Butcher and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, PYRAMID's company-wide practices, including understaffing/single-staffing and assigning heavy workloads, resulted in a lack of rest period coverage and prevented Mr. Butcher and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. PYRAMID also failed to schedule rest periods, which, coupled with PYRAMID's failure to provide adequate rest period coverage, further led to Mr. Butcher and other aggrieved employees not being authorized and permitted to take rest periods. Moreover, Mr. Butcher and other aggrieved employees were required to respond to requests from management and other employees over their radios, resulting in interrupted rest periods.

Furthermore, during the relevant time period, PYRAMID maintained and implemented a company-wide on-premises rest period policy, which mandated that Mr. Butcher and other aggrieved employees remain on the premises during their rest periods. Because Mr. Butcher and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, PYRAMID effectively maintained control over Mr. Butcher and other aggrieved employees during rest periods.

As a result of PYRAMID's practices and policies, Mr. Butcher and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, throughout his employment, Mr. Butcher had to regularly forgo at least one (1) rest period nearly every shift and had his rest periods interrupted and/or cut short at least twice per week due to the heavy workload and a lack of rest period coverage.

PYRAMID also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Butcher and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that PYRAMID did pay Mr. Butcher and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, PYRAMID did not pay Mr. Butcher and other aggrieved employees at the correct rate of pay for premiums because PYRAMID failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, PYRAMID failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Butcher and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. PYRAMID has not provided Mr. Butcher and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for

the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, PYRAMID has knowingly and intentionally provided Mr. Butcher and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, PYRAMID issued uniform wage statements to Mr. Butcher and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages and/or meal and rest period premiums, and the corresponding number of hours worked at each hourly rate. Specifically, PYRAMID violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

First, because PYRAMID did not record the time Mr. Butcher and other aggrieved employees spent working off-the-clock and deducted time from their meal periods that were missed and/or interrupted, PYRAMID did not list the correct amount of gross wages and net wages earned by Mr. Butcher and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, PYRAMID failed to accurately list the total number of hours worked by Mr. Butcher and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Second, because PYRAMID did not calculate Mr. Butcher's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, PYRAMID did not list the correct amount of gross wages in compliance with section 226(a)(1) and did not list the correct amount of net wages in violation of section 226(a)(5). PYRAMID also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, in violation of section 226(a)(9).

Third, and separately from these violations, PYRAMID issued uniform wage statements to Mr. Butcher and other aggrieved employees that failed to list the address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. During the relevant time period, PYRAMID systematically, and on a company-wide basis, issued wage statements to Mr. Butcher and other aggrieved employees that fail to list the employing entity's correct address. Mr. Butcher's and other aggrieved employees' wage statements incorrectly list the employer's address as "30 Rowes Wharf **Suite 530**, Boston, MA 02110," but according to the California Secretary of State's website, PYRAMID NEWPORT BEACH MANAGEMENT L.P.'s complete entity address should be "30 ROWES WHARF **STE 5300**, BOSTON, MA 02110" (emphasis added).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees

were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, 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. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), PYRAMID willfully failed to maintain accurate payroll records for Mr. Butcher and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, PYRAMID failed, on a company-wide basis, to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Butcher and other aggrieved employees, in violation of section 1198. Furthermore, in light of PYRAMID’s failure to provide Mr. Butcher and other aggrieved employees with second 30-minute meal periods to which they were entitled, PYRAMID kept no records of meal start and end times for second meal periods.

Mr. Butcher and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 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. California Labor Code section 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. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, PYRAMID failed to pay Mr. Butcher and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages,

and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Butcher and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

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

On information and belief, PYRAMID has a company-wide practice or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Mr. Butcher resigned from his employment on or around September 15, 2023, and received his final paycheck in the mail about a week or two after his resignation. Thus, PYRAMID failed to pay Mr. Butcher his final wages within the requisite time limit, in violation of California Labor Code section 202.

Additionally, during the relevant time period, PYRAMID willfully failed to pay Mr. Butcher and other aggrieved employees who are no longer employed by PYRAMID all their earned wages, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving PYRAMID's employ.

Mr. Butcher and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

During the relevant time period, PYRAMID, on a company-wide basis, required that Mr. Butcher and other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to fully reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Mr. Butcher was required to use his personal cellular phone to communicate with his supervisors and coworkers

to discuss work-related issues. Although PYRAMID required Mr. Butcher and other aggrieved employees to use their personal mobile devices and/or mobile data to carry out their work-related duties, PYRAMID failed to reimburse them for their costs incurred.

PYRAMID could have provided Mr. Butcher and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices, or PYRAMID could have reimbursed employees for the costs of their mobile device usage. Instead, PYRAMID passed these operating costs off onto Mr. Butcher and other aggrieved employees. At all relevant times, Mr. Butcher did not earn at least two (2) times the minimum wage.

Thus, PYRAMID had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Butcher and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." PYRAMID, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Butcher's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Butcher seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Butcher, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against PYRAMID for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Mr. Butcher seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Mr. Butcher's reasonable attempt to settle his dispute with PYRAMID prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform PYRAMID of Mr. Butcher's aforementioned grievances and the proposed remedies as detailed below, while affording PYRAMID a reasonable opportunity to satisfy Mr. Butcher's demands.

Demand is hereby made that PYRAMID shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. PYRAMID shall pay Mr. Butcher and all other aggrieved employees employed by PYRAMID at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.
2. PYRAMID shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. PYRAMID shall conduct a survey or interview all current and former aggrieved employees in California who worked for PYRAMID in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for mobile device expenses or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. PYRAMID shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. PYRAMID also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. PYRAMID shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for PYRAMID's benefit, including, but not limited to, mobile device expenses, as required by Labor Code section 2802.
6. PYRAMID shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. PYRAMID shall provide all aggrieved employees employed by PYRAMID at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. PYRAMID shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
9. PYRAMID shall properly calculate aggrieved employees' rates of pay for overtime and/or meal and rest period premiums based on all remuneration paid, pursuant to Labor Code sections 226.7 and 510.
10. PYRAMID shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and IWC Wage Order No. 5-2001, section 20.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Sairah Budhwani
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

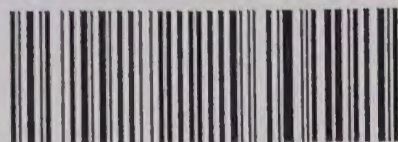
Best Regards,

A handwritten signature in black ink, reading "Sairah Budhwani". The signature is written in a cursive, flowing style with a small dot at the end.

Sairah Budhwani

Copy: PYRAMID NEWPORT BEACH MANAGEMENT L.P. (via U.S. Certified Mail); PYRAMID ADVISORS LIMITED PARTNERSHIP (via U.S. Certified Mail); WJ NEWPORT LLC dba RENAISSANCE NEWPORT BEACH HOTEL (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



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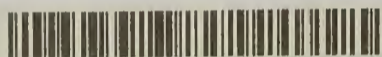
PYRAMID NEWPORT BEACH
MANAGEMENT L.P.
30 ROWES WHARF, STE 5300
BOSTON, MA 02110

PYRAMID NEWPORT BEACH
MANAGEMENT L.P.
30 ROWES WHARF, STE 5300
BOSTON, MA 02110

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MANAGEMENT L.P.
30 ROWES WHARF, STE 5300
BOSTON, MA 02110



2 7022 2410 0000 2264 9643

7022 2410 0000 2264 9643

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
X ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express®
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Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



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WJ NEWPORT LLC dba
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HOTEL
4500 MACARTHUR BLVD.
NEWPORT BEACH, CA 92660

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BUTCHER V.

PYRAMID

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HOTEL
4500 MACARTHUR BLVD.
NEWPORT BEACH, CA 92660

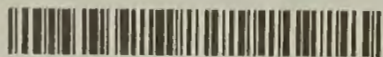
PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
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WJ NEWPORT LLC dba
RENAISSANCE NEWPORT BEACH
HOTEL
4500 MACARTHUR BLVD.
NEWPORT BEACH, CA 92660



2. Address (Print or type name and address)

7022 2410 0000 2264 9636

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

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Capstone Law, APC
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Los Angeles, CA 90067



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Partnership
30 Rowes Wharf, Ste 400
Boston, MA 02110

PYRAMID ADVISORS LIMITED
PARTNERSHIP
30 ROWES WHARF, STE 400
BOSTON, MA 02110

SENDER: COMPLETE THIS SECTION

- 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 transaction.

PYRAMID ADVISORS LIMITED
PARTNERSHIP
30 ROWES WHARF, STE 400
BOSTON, MA 02110



7022 2410 0000 224 9609

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☐ Addressee

B. Received by: ☒ Private Mail ☐ Date of Delivery

C. In delivery address different from item 1? ☐ Yes ☒ No
If Yes, enter delivery address below: ☐ No

Delivery Type: ☐ Priority Mail Express ☐ Registered Mail ☐ Registered Mail Restricted Delivery ☐ Registered Mail Restricted Delivery (Signature Required) ☐ Registered Mail Restricted Delivery (Signature Required) ☐ Registered Mail Restricted Delivery (Signature Required) ☐ Registered Mail Restricted Delivery (Signature Required)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
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- Attach this card to the back of the mailpiece.

WJ NEWPORT LLC dba
RENAISSANCE NEWPORT BEACH
HOTEL
4500 MACARTHUR BLVD.
NEWPORT BEACH, CA 92660



2. Article Number (Transit from service label)

7022 2410 0000 2264 9636

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) ☒ Yes ☐ No
- C. Date of Delivery 5/28/24
- D. Is delivery address different from item 1? ☐ Yes ☐ No
- If YES, enter delivery address below:

- Service Type
- Adult Signature ☐ Priority Mail Express®
- Adult Signature Restricted Delivery ☐ Registered Mail™
- Certified Mail® ☐ Registered Mail Restricted Delivery
- Certified Mail Restricted Delivery ☐ Signature Confirmation™
- Collect on Delivery ☐ Signature Confirmation Restricted Delivery
- Collect on Delivery Restricted Delivery ☐ Restricted Delivery

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- 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.

PYRAMID NEWPORT BEACH
MANAGEMENT L.P.
30 ROWES WHARF, STE 5300
BOSTON, MA 02110



2. Article Number (Transit from service label)

7022 2410 0000 2264 9643

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) ☒ Yes ☐ No
- C. Date of Delivery 5-28-24
- D. Is delivery address different from item 1? ☐ Yes ☐ No
- If YES, enter delivery address below:

- Service Type
- Adult Signature ☐ Priority Mail Express®
- Adult Signature Restricted Delivery ☐ Registered Mail™
- Certified Mail® ☐ Registered Mail Restricted Delivery
- Certified Mail Restricted Delivery ☐ Signature Confirmation™
- Collect on Delivery ☐ Signature Confirmation Restricted Delivery
- Collect on Delivery Restricted Delivery ☐ Restricted Delivery

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

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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- Attach this card to the back of the mailpiece.

PYRAMID ADVISORS LIMITED
PARTNERSHIP
30 ROWES WHARF, STE 5300
BOSTON, MA 02110



2. Article Number (Transit from service label)

7022 2410 0000 2264 9629

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- B. Received by (Printed Name) ☒ Yes ☐ No
- C. Date of Delivery 5-28-24
- D. Is delivery address different from item 1? ☐ Yes ☐ No
- If YES, enter delivery address below:

- Service Type
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- Adult Signature Restricted Delivery ☐ Registered Mail™
- Certified Mail® ☐ Registered Mail Restricted Delivery
- Certified Mail Restricted Delivery ☐ Signature Confirmation™
- Collect on Delivery ☐ Signature Confirmation Restricted Delivery
- Collect on Delivery Restricted Delivery ☐ Restricted Delivery

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

Domestic Return Receipt