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Attorneys for Plaintiffs GLORIA TORRES TAFUR, individually,
LUIS CASTRO SALAZAR, individually,
on behalf of Other Aggrieved Employees,
and the General Public

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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF ALAMEDA

GLORIA TORRES TAFUR, an individual, LUIS CASTRO SALAZAR, an individual, individually, and on behalf of all other aggrieved employees, and the general public, Plaintiffs, vs. GOLFLAND ENTERTAINMENT CENTERS, INC., a California corporation; EH GOLFLAND PROPERTIES I, LLC, a California limited liability company; EH GOLFLAND PROPERTIES II, LLC, a California limited liability company; GOLDEN TEE GOLFLAND LLC, a California limited liability company; GT GOLFLAND I LLC, a California limited liability company: and GT GOLFLAND II LLC., a California limited liability company; and DOES 1 through 50, inclusive, Defendants.	CASE NO. 25CV117862 **<u>COMPLAINT FOR</u>**: **1. CIVIL PENALTIES UNDER LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004, LABOR CODE 2698, ET. SEQ**

Plaintiff GLORIA TORRES TAFUR, an individual, and Plaintiff LUIS CASTRO SALAZAR, an individual. hereby file this Complaint ("Complaint") against Defendant GOLFLAND ENTERTAINMENT CENTERS, INC., a California corporation; EH GOLFLAND PROPERTIES I, LLC, a California corporation; EH GOLFLAND PROPERTIES II, LLC, a California corporation; GOLDEN TEE GOLFLAND LLC, a California corporation; GT GOLFLAND I LLC, a California corporation: and GT GOLFLAND II LLC., a California corporation; and DOES 1 through 100, inclusive, (hereinafter collectively, "Defendants"). Plaintiffs, in their representative capacity, are informed and believe and on the basis of that information and belief, allege as follows:

INTRODUCTION

1. This representative lawsuit challenges Defendants' employment practices with respect to their non-exempt, hourly workers employed in the State of California (hereinafter "Aggrieved Employees "), based on Defendants' policy and practice of failing, among other things, to provide legally compliant meal and rest breaks, denying earned wages, including overtime pay, and failing to provide accurate wage statements from January 20, 2024 to the present ("Relevant Time Period"). In particular, Defendants fail to provide timely and adequate meal and rest breaks, fail to timely compensate employees for all wages earned, and fail to properly and accurately calculate overtime and report wages earned, hours worked, and wage rates.

2. At all times relevant hereto, and with certain defined exceptions, Defendants' compensation scheme did not fully compensate Plaintiffs with at least minimum wages and/or designated rates for all hours worked.

3. At all times relevant hereto, and with certain defined exceptions, Defendants' compensation scheme did not fully compensate Plaintiffs with overtime compensation for all overtime hours worked.

4. At all times relevant hereto, and as a matter of policy and/or practice, Defendants failed to provide Plaintiffs with adequate off-duty meal periods and meal period compensation in violation of Labor Code sections 226.7, 512, and 516 and IWC Wage Order No. 4, section 11.

5. At all times relevant hereto, and as a matter of policy and/or practice, Defendants failed to provide Plaintiffs with paid rest periods and rest period compensation in violation of Labor

Code sections 226.7 and 516 and IWC Wage Order No. 4, section 12.

6. At all times relevant hereto, and as a matter of policy and/or practice, Defendants' knowingly and intentionally utilized a timekeeping system, which failed to compensate Plaintiff for all hours worked.

7. At all times relevant hereto, and as a matter of policy and/or practice, Defendants knowingly and intentionally provided Plaintiffs with wage statements that, among others, do not show all wages earned, all hours worked, or all applicable rates.

8. At all times relevant hereto, and as a matter of policy and/or practice, Defendants failed to maintain documentation of the actual hours worked each day by Plaintiffs, all wages earned, and meal breaks taken in violation of Labor Code sections 1174 and IWC Wage Order No. 4, section 12.

9. At all times relevant hereto, and as a matter of policy and/or practice, Defendants failed to pay Plaintiffs all wages due and owing upon termination of employment including, but not limited to, payment of wages for missed meal and rest periods compensation.

10. In this case, Plaintiffs seek civil penalties established by Labor Code section 2699, the Private Attorneys General Act ("PAGA"), against Defendants for their unlawful employment practices.

PARTIES

Plaintiff Gloria Torres Salazar

11. Plaintiff Gloria Torres Salazar is an individual over the age of eighteen (18) and is now and/or at all relevant times mentioned in this Complaint was a resident and domiciliary of the State of California. Plaintiff commenced her employment with Defendants in or around May of 2017 and separated from Defendants in or around May of 2024. Throughout her employment with Defendants, Plaintiff was categorized and classified as a non-exempt, hourly employee.

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Plaintiff Luis Castro Salazar

12. Plaintiff Luis Castro Salazar is an individual over the age of eighteen (18) and is now and/or at all relevant times mentioned in this Complaint was a resident and domiciliary of the State

of California. Plaintiff commenced his employment with Defendants in or around May of 2014 and separated from Defendants in or around May of 2024. Throughout his employment with Defendants, Plaintiff was categorized and classified as a non-exempt, hourly employee.

Defendant Golfland Entertainment Centers, Inc.

13. Plaintiffs are informed and believe and based thereon allege that Defendant Golfland Entertainment Centers, Inc., is a California Corporation and now and/or at all times mentioned in this complaint, was licensed to do business, and actually doing business in the state of California. Golfland Entertainment Centers, Inc. operates golf parks in California. Upon information and belief, during the Relevant Time Period, Defendant and/or Defendants operated seven golf and amusement park locations in California including Anaheim, Sunnyvale, Roseville, Milpitas, San Jose, Fairfield, and Castro Valley.

Defendant EH Golfland Properties I, LLC

14. Plaintiffs are informed and believe and based thereon allege that Defendant EH Golfland Properties I, LLC, is a California limited liability company and now and/or at all times mentioned in this complaint, was licensed to do business, and actually doing business in the state of California. EH Golfland Properties I, LLC operates golf parks in California.

Defendant EH Golfland Properties II, LLC

15. Plaintiffs are informed and believe and based thereon allege that Defendant EH Golfland Properties II, LLC, is a California limited liability company and now and/or at all times mentioned in this complaint, was licensed to do business, and actually doing business in the state of California. EH Golfland Properties II, LLC operates golf parks in California.

Defendant Golden Tee Golfland LLC

16. Plaintiffs are informed and believe and based thereon allege that Defendant Golden Tee Golfland LLC, is a California limited liability company and now and/or at all times mentioned in this complaint, was licensed to do business, and actually doing business in the state of California. Golden Tee Golfland LLC operates golf parks in California.

Defendant GT Golfland I LLC

17. Plaintiffs are informed and believe and based thereon allege that Defendant GT

Golfland I LLC, is a California limited liability company and now and/or at all times mentioned in this complaint, was licensed to do business, and actually doing business in the state of California. GT Golfland I LLC operates golf parks in California.

Defendant GT Golfland II LLC

18. Plaintiffs are informed and believe and based thereon allege that Defendant GT Golfland II LLC, is a California limited liability company and now and/or at all times mentioned in this complaint, was licensed to do business, and actually doing business in the state of California. GT Golfland II LLC operates golf parks in California.

Does 1 through 50

19. DOES 1 through 50 inclusive are now and/or at all times mentioned in this Complaint were, licensed to do business and/or actually doing business in the State of California. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of DOES 1 through 50, inclusive and for that reason, DOES 1 through 50 are sued under such fictitious names pursuant to California Code of Civil Procedure, section 474. Plaintiffs will seek leave of court to amend this Complaint to allege such names and capacities as soon as they are ascertained. DOES 1 through 50 are believed to be business entities who were also co-employers of the Plaintiff and the other aggrieved employees.

All Defendants

20. Plaintiffs are informed and believe and based thereon allege that at all times herein mentioned, all Defendants, and each of them, were and are the agents, servants, employees, joint venturers, and/or partners of each of the other Defendants, and were, at all such times, acting within the course and scope of said employment and/or agency; furthermore, that each and every Defendant herein, while acting as a high corporate officer, director and/or managing agent, principal and/or employer, expressly directed, consented to, approved, affirmed and ratified each and every action taken by the other co-Defendants, as herein alleged and was responsible in whole or in part for the matters referred to herein.

21. Plaintiffs are informed and believe, and thereon allege, that, at all times herein mentioned, Defendants Golfland Entertainment Centers, Inc.; EH Golfland Properties I, LLC; EH

Golfland Properties II, LLC; Golden Tee Golfland LLC; GT Golfland I LLC, GT Golfland II LLC, and DOES 1 through 50 were joint employers of Plaintiffs and Aggrieved Employees in that they were operating as a joint enterprise and that all Defendants suffered and permitted Plaintiffs and Aggrieved Employees to work for each and both of them; controlled Plaintiffs' and Aggrieved Employees' hours and working conditions; controlled Plaintiffs' and Aggrieved Employees' wages; Defendants Golfland Entertainment Centers, Inc.; EH Golfland Properties I, LLC; EH Golfland Properties II, LLC; Golden Tee Golfland LLC; GT Golfland I LLC, GT Golfland II LLC, and DOES 1 through 50 made the decision to hire Plaintiffs and other Aggrieved Employees and had control of Plaintiffs' and Aggrieved Employees' employment and therefore jointly employed Plaintiffs and Aggrieved Employees.

22. Plaintiffs are further informed and believe, and based thereon allege that, Golfland Entertainment Centers, Inc.; EH Golfland Properties I, LLC; EH Golfland Properties II, LLC; Golden Tee Golfland LLC; GT Golfland I LLC, GT Golfland II LLC, are companies conducting business in the State of California as golf-themed and/or water amusement parks. This collection of amusement parks advertise themselves as being part of the "Golfland Family Fun Center" operating and serving throughout California. (https://golfland.com/). While all locations are registered as separate business entities, they are nevertheless treated as a single enterprise by management. Aggrieved Employees of one location entity are sent to work in the facilities of another park entity, common management runs all of the entities, and corporate formalities are not observed amongst the entities. These various entities therefore have such a unity of interest and ownership that the separate personalities do not really exist and that the corporate structure is just a shield of the alter ego of each other.

23. Plaintiffs are also informed and believe and based thereon allege that at all times herein mentioned, Defendants, and each of them, proximately caused Plaintiffs, all others similarly situated and the general public to be subjected to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

24. Plaintiffs are informed and believe and based thereon allege that Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or

engaged in a joint venture, partnership, and common enterprise, and were acting within the course and scope of, and in pursuit of said joint venture, partnership, and common enterprise and, as such were co-employers of the Plaintiff and the other aggrieved employees.

25. Plaintiffs are informed and believe and based thereon allege, and each of them, at all times mentioned in this Complaint, concurred with, contributed to, approved of, aided and abetted, condoned and/or otherwise ratified, the various acts and omissions of each and every one of the other Defendants in proximately causing the injuries and/or damages alleged in this Complaint.

JURISDICTION AND VENUE

26. This Court has jurisdiction over all causes of action herein pursuant to the California Constitution, Article VI, § 10, Code of Civil Procedure § 410.10 and Business and Professions Code § 17203. Venue is proper in this Court under Code of Civil Procedure §§ 395 and 395.5 because Defendants operate in this County, does business in the county of Alameda, and because PAGA enforcement actions are not limited to the county in which Aggrieved Employees performed work. *Crestwood Behavioral Health, Inc. v. Superior Court,* 60 Cal. App. 5th 1069, 1075 (2021) (in a PAGA action, a plaintiff is not limited to the county in which he or she performed work).

FACTUAL ALLEGATIONS

Background

27. Plaintiff Gloria Torres Tafur has been employed by Golfland since in or around May 7, 2017 as an Aggrieved Employee. Ms. Torres worked as the Maintenance Employee at the Milpitas and San Jose Golfland locations, located at 1199 Jacklin Road, in Milpitas, California and 976 Blossom Hill Road, San Jose, California. During her time as a Maintenance Employee, Ms. Torres worked on average approximately 48 to 50 hours per week and sometimes in excess of eight hours a day. Ms. Torres was terminated on or around May 8, 2024. Throughout her employment with Golfland, Ms. Torres was classified as a non-exempt, hourly employee.

28. Plaintiff Luis Castro Salazar has been employed by Golfland since in or around May 14, 2014 as a Maintenance Manager. Mr. Castro worked as the Maintenance Manager at the Milpitas and San Jose Golfland locations, located at 1199 Jacklin Road, in Milpitas, California and 976 Blossom Hill Road, San Jose, California. During his time as a Maintenance Manager, Mr. Castro

worked on average approximately 48 to 50 hours per week and sometimes in excess of eight hours a day. Mr. Castro was terminated on or around May 8, 2024. Throughout his employment with Golfland, Mr. Castro was classified as a non-exempt, hourly employee.

29. Plaintiffs' duties included cleaning, landscaping, and repairing the facilities. Further, Plaintiffs repaired sprinklers, plumbing, and golf course attractions and replaced carpets. Due to the fast pace and stressful nature of the job, Plaintiffs often did not have time to take rest breaks or meal breaks and would clock-in early to complete their duties prior to the park opening. Further, Golfland 's supervisors would not encourage or remind Plaintiffs, and other Aggrieved Employees to take rest breaks or meal breaks. Plaintiffs often missed their first rest break due to cleaning work assignments they had to complete before the premises opened and customers were allowed to enter the facilities. Further, when Plaintiffs did take rest breaks, they were often interrupted to fix paint on the golf course or perform additional cleaning. Plaintiffs were regularly required to consent to taking their rest break through a prompt on the time keeping system when they clocked out at the end of the day. Golfland's supervisors also pressured Plaintiffs to falsify their meal breaks. As a result Plaintiffs and other Aggrieved Employees were not provided with accurate wage statements and did not provide payments of missed rest period premiums or missed meal period premiums.

Defendants' Failure to Provide Adequate and Timely Meal and Rest Breaks

30. Aggrieved Employees, including Plaintiffs, are also not provided with legally compliant meal periods and rest breaks, as they were often not made available due to the press of work and as a result of Defendants' scheduling practices. Aggrieved, including Plaintiffs, take their mandated breaks on premises. As a result, rest breaks are truly never "duty free" and likewise are cut short due to the press of work. Aggrieved, including Plaintiffs, are also not provided with a mandated meal period. Meal periods are often cut short or not given at all, due to the stressful nature of the job.

31. Plaintiffs are further informed and believe and based thereon allege that Defendants rarely, if ever, issue any compensation to Aggrieved Employees for missed, late or shortened meal and/or rest breaks.

32. Plaintiffs is informed and believe and based thereon allege that as a matter of policy

and/or practice, Defendants routinely failed to provide their non-exempt employees, including Plaintiffs and other aggrieved Aggrieved Employees, with meal periods during which they were relieved of all duties. Defendants did this by requiring Plaintiffs and the other non-exempt employees to essentially work through their meal periods.

33. Specifically, throughout the Relevant Time Period, Defendants regularly:

a. Failed to provide Plaintiffs and the other aggrieved employees with a first meal period of not less than thirty (30) minutes during which they were relieved of all duty before working more than five (5) hours;

b. Failed to provide Plaintiffs and other aggrieved employees with a second meal break of not less than (30) minutes during which they were relieved of all duty before working more than ten (10) hours; and

c. Failed to pay Plaintiffs and the other aggrieved employees one hour of pay at their regular rate of compensation for each workday that a meal period was not provided.

34. Plaintiffs are further informed and believe and based thereon allege that as a matter of policy and/or practice, Defendants routinely failed to provide their non-exempt employees, including Plaintiffs and other Aggrieved Employees, with rest breaks during which they were relieved of all duties. Defendants did this by requiring Plaintiffs and the other non-exempt employees to essentially work through their rest breaks.

35. Specifically, throughout the Relevant Time Period, Defendants regularly:

a. Failed to provide paid rest periods of ten (10) minutes during which Plaintiffs and the other aggrieved employees were relieved of all duty for each four (4) hours of work;

b. Failed to compensate Plaintiffs and the other aggrieved employees for break time when breaks were taken; and

c. Failed to pay Plaintiffs and the other aggrieved employees one (1) hour of pay at their regular rate of compensation for each workday that a rest period was not permitted.

36. At all times relevant hereto, Labor Code section 226.7 and IWC Wage Order, number 4, section 12 required employers to authorize, permit, and provide a ten (10) minute paid rest for each four (4) hours of work, during which employees are relieved of all duty.

37. At all times relevant hereto, Labor Code Section 226.7(b) and IWC Wage Order, number 4, section 12 required employers to pay one hour of additional pay at the regular rate of compensation for each employee and each workday that a proper rest period is not provided.

38. Throughout the Relevant Time Period, Plaintiffs and the other aggrieved employees were routinely denied the meal and rest breaks they were entitled to under California law.

Defendants' Failure to Pay Minimum Wages, including Overtime Payment

39. IWC Wage Order, number 4 defines "hours worked" to mean "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."

40. Labor Code section 1182.12 and IWC Wage Order, number 4, section 4 formerly provided that on and after January 1, 2021, the minimum wage shall be not less than fourteen dollars ($14.00) per hour.

41. Labor Code section 1182.12 and IWC Wage Order, number 4, section 4 provide that on and after January 1, 2022, the minimum wage for all industries shall be not less than fifteen dollars ($15.00) per hour, that on and after January 1, 2023, the minimum wage for all industries shall be not less than fifteen dollars and fifty cents ($15.50) per hour.

42. Labor Code section 1194(a) provides in relevant part: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage, including interest thereon, reasonable attorney's fees, and costs of suit."

43. Labor Code section 1194.2(a) provides in relevant part: "In any action under Section 1193.6 or Section 1194 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon."

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44. Labor Code section 1197 provides: "The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful."

45. Defendants' Aggrieved Employees, including Plaintiffs, are paid on an hourly basis for their time spent working. Hours worked include, but are not limited to, all hours that an employee is permitted or suffered to work including, but not limited to, off-the-clock work that an employer either knew or should have known that an employee was performing.

46. As a matter of policy and/or practice, Defendants routinely suffered or permitted their Aggrieved Employees, including Plaintiffs, to work portions of the day or night during which they were subject to Defendants' control, but Defendants failed to compensate them. Additionally, Defendants routinely failed to compensate Plaintiffs and Aggrieved Employees for overtime. Finally, Aggrieved Employees, including Plaintiffs, are frequently required to perform work during their meal and rest breaks.

47. Labor Code Section 1194 further provides that an employee receiving less than the legal overtime compensation is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

48. Labor Code Section 510(a) states: "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." Labor Code Section 510(a) further states: "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee." Labor Code Section 510(a) further states: "[A]ny work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

49. Throughout the Relevant Time Period, Wage Order No. 4-2001 provided for payment of overtime wages equal to one and one-half (1 1/2) times an employee's regular rate of pay for all hours worked over eight (8) hours per day and/or forty (40) hours in a workweek, and/or for payment of overtime wages equal to double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and/or for all hours worked in excess of eight (8) hours on the seventh (7th) day of work in any one workweek.

50. Plaintiffs were classified as non-exempt by Defendants and was therefore entitled to payment for all hours worked, including overtime compensation for all hours worked in excess of the hours and time specified in the Wage Order, statutes and regulations identified herein.

51. As a matter of policy and/or practice, Plaintiffs and Aggrieved Employees were frequently required to perform work during their meal and rest breaks.

52. As a matter of policy and/or practice Defendants utilized a timekeeping system, which failed to compensate Plaintiffs and Aggrieved Employees for all hours worked, whether by rounding, time-shaving, or otherwise.

53. Throughout the Relevant Time Period, Defendants did not maintain adequate records of all wages earned, hours worked, and meal and rest breaks taken.

54. Accordingly, Defendants failed to properly record the actual hours worked by Plaintiffs and Aggrieved Employees and thus failed to pay minimum wages and overtime wages for the actual amount of minimum and overtime hours worked.

Defendants' Failure to Reimburse For Necessary Business Expenditures

54. Aggrieved Employees, including Plaintiffs, would purchase their uniforms, such as shirts. Plaintiffs and Aggrieved Employees would also drive their personal vehicles between Defendants' locations.

55. Aggrieved Employees, including Ms. Torres and Mr. Castro, were not reimbursed for purchasing uniforms and using their personal vehicles in connection with their work. Defendants have actual and constructive knowledge that Aggrieved Employees, like Plaintiffs, purchase their own uniforms and use their personal vehicles for work purposes.

56. Plaintiffs are informed and believe and based thereon allege that as a matter of policy and/or practice, Defendants failed to reimburse Aggrieved Employees on a number of items that are necessary for Aggrieved Employees, including Plaintiffs, to perform their work duties for Defendants.

Defendants' Failure to Provide Accurate, Itemized Wage Statements

57. At all times relevant hereto, Labor Code section 226 and IWC Wage Order, number 4, section 7 required employers to maintain adequate employment records and provide employees

with accurate itemized wage statements showing gross wages, total hours worked, all applicable hourly rates worked during each pay period, the corresponding number of hours worked at each hourly rate, and meal breaks taken.

58. Defendants' wage statements are facially non-compliant by virtue of the defective meal and rest period policies and practices, the uncompensated work, the unlawful timekeeping systems which does not accurately record the total hours worked by aggrieved Aggrieved Employees, including Plaintiffs.

59. Wage statements provided to Plaintiffs and the other Aggrieved Employees by Defendants do not show all wages earned, all hours worked, or all applicable rates, in violation of the Labor Code section 226, and IWC Wage Order number 4, section 7.

60. Moreover, Defendants did not maintain adequate records of all wages earned, hours worked, and breaks taken.

Exhaustion of Administrative Remedies

61. Plaintiffs have complied with the procedures for bringing suit specified in California Labor Code Section 2699.3. By letter dated January 15, 2025, Plaintiffs, on behalf of themselves and the other aggrieved employees, gave written notice by electronic mail and certified mail to the Labor and Workforce Development Agency ("LWDA") and Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Attached as **Exhibit "1"** is a true and correct copy of the referenced letter.

62. More than sixty-five (65) calendar days have passed since Plaintiffs provided the LWDA with written notice. To date, Plaintiffs have not received any written notice nor been notified from the LWDA that it does intend to investigate the violations of the California Labor Code alleged herein.

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<u>FIRST CAUSE OF ACTION</u>

CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT

(On Behalf of Plaintiff and the Other Aggrieved Employees Against All Defendants)

63. Plaintiffs incorporates by reference the allegations set forth above.

64. As set forth above, Plaintiffs have complied with the procedures for bringing suit specified in California Labor Code Section 2699.3. By letter dated January 15, 2025, Plaintiffs, on behalf of themselves and the other aggrieved employees, gave written notice by certified mail to the LWDA and to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. More than sixty-five (65) calendar days have passed since Plaintiffs provided the LWDA with written notice. To date, Plaintiffs have not received any written notice nor been notified from the LWDA that it does intend to investigate the violations of the California Labor Code alleged herein.

65. This action arises out of the allegedly unlawful labor practices of Defendants in California. Through this private attorneys' general action, Plaintiffs represents themselves, and other aggrieved employees of Defendants that were in California, against whom Defendants have allegedly committed labor law violations alleged herein. As a result of the allegedly unlawful conduct described herein, Plaintiffs now seek to recover civil penalties, attorneys' fees, and costs, pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code Section 2698, *et seq*.

66. Labor Code Section 1198 makes it unlawful for an employer to employ an employee under conditions that violate the applicable Wage Order.

67. Plaintiffs are informed and believe that throughout the Relevant Time Period, Defendants have applied centrally devised policies and practices to Plaintiffs and the other aggrieved employees with respect to wages, hours, and working conditions.

Failure to Pay Minimum Wages and Designated Rates

68. At all relevant times, California Labor Code sections 1194, 1197 and 1197.1 provide that the minimum wage for employees fixed by the IWC is the minimum wage to be paid to employees and the payment of a wage less than the minimum so fixed is unlawful. Additionally, Code Section 1198 makes it unlawful for an employer to employ an employee under conditions that violate the applicable Wage Order.

69. Where any statute or contract requires an employer to maintain the designated wage scale, Labor Code Section 223 makes it unlawful for an employer to secretly pay a lower wage while

purporting to pay the wage designated by statute or by contract.

70. At all relevant times, Defendants maintained a policy and practice of requiring Plaintiffs and the other aggrieved employees to remain under Defendants' control without paying therefore, which resulted in them earning less than the legal minimum wage in the State of California for all hours worked. At all relevant times, Defendants maintained a policy and practice of requiring Plaintiffs and the other aggrieved employees to remain under Defendants' control, while purportedly on a meal and rest break, and without paying therefore, which resulted in them earning less than the legal minimum wage in the State of California for all hours worked.

71. As a matter of policy and/or practice, Defendants utilized a timekeeping system, which failed to compensate Plaintiffs and other aggrieved employees for all hours worked, whether by rounding, time-shaving, or otherwise. Specifically, our investigation leads us to believe that Defendants' knowledge of work transpiring during meal breaks and rest breaks, has resulted in Plaintiffs and other Aggrieved Employees not being compensated for all hours worked.

72. Defendants' failure to pay Plaintiffs and other aggrieved Aggrieved Employees minimum wages and designated violates California Labor Code sections 223, 1182.12, 1194, and 1197. Plaintiffs and other aggrieved employees are entitled to recover civil penalties pursuant to sections 1197.1 and 2699(a), (f), and (g).

Failure to Pay Overtime Compensation

73. Labor Code Section 1194 provides that an employee receiving less than the legal overtime compensation is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

74. Labor Code Section 510(a) states: "Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee." Labor Code Section 510(a) further states: "Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee." Labor Code Section 510(a) further states: "[A]ny work in

excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

75. Throughout the Relevant Time Period, Wage Order No. 4-2001 provided for payment of overtime wages equal to one and one-half (1 1/2) times an employee's regular rate of pay for all hours worked over eight (8) hours per day and/or forty (40) hours in a workweek, and/or for payment of overtime wages equal to double the employee's regular rate of pay for all hours worked in excess of twelve (12) hours in any workday and/or for all hours worked in excess of eight (8) hours on the seventh (7th) day of work in any one workweek.

76. Plaintiffs and the other aggrieved employees were classified as non-exempt by Defendants and were therefore entitled to overtime compensation for all hours worked in excess of the hours and time specified in the Wage Order, statutes and regulations identified herein.

77. As a matter of policy and/or practice, Plaintiffs and the other aggrieved employees were frequently required to performed work during meal and rest breaks.

78. As a matter of policy and/or practice, Defendants utilized a timekeeping system, which failed to compensate Plaintiffs and other aggrieved employees for all hours worked, whether by rounding, time-shaving, or otherwise. Specifically, our investigation leads us to believe that Defendants' knowledge of the lengthy process of clocking in with the biometric time system and Plaintiffs working beyond their scheduled hours, has resulted in Plaintiffs and other Aggrieved Employees not being compensated for all hours worked.

79. Accordingly, Defendants failed to properly record the actual hours worked by Plaintiffs and other aggrieved employees, and thus failed to pay overtime wages for the actual amount of overtime hours worked.

<u>Failure to Provide Timely and Adequate Meal and Rest Breaks</u>

80. Labor Code Section 512 and Section 11 of the Wage Order impose an affirmative obligation on employers to provide non-exempt employees with uninterrupted, duty-free, meal periods of at least thirty (30) minutes for each work period of five (5) or more hours, and to provide them with two uninterrupted, duty-free, meal periods of at least thirty (30) minutes for each work period of more than ten (10) hours.

81. Labor Code Section 226.7 and Section 11 of the Wage Order prohibit employers from requiring employees to work during required meal periods and require employers to pay non-exempt employees an additional hour of premium wages on each workday that the employee is not provided with a required meal period.

82. At relevant times during the applicable limitations period, Defendants failed to provide Plaintiffs and Aggrieved Employees with uninterrupted meal periods of at least thirty (30) minutes on each day that they worked five (5) or more hours, as required by Labor Code Section 512 and the Wage Order, as a result of duties and schedules that do not permit them to take all legally required meal periods. Plaintiffs are informed, believe, and thereon allege that, at relevant times during the applicable limitations period, Defendants maintained a policy or practice of not providing the other aggrieved employees with uninterrupted meal periods of at least thirty (30) minutes for each five (5) hour work period, as required by Labor Code Section 512 and the Wage Order, as a result of duties and schedules that do not permit them to take all legally required meal periods.

83. Section 12 of the Wage Order imposes an affirmative obligation on employers to permit and authorize employees to take required rest periods at a rate of no less than ten (10) minutes of net rest time for each four (4) hour work period, or major portion thereof, that must be in the middle of each work period insofar as is practicable.

84. Labor Code Section 226.7 and Section 12 the Wage Order prohibit employers from requiring employees to work during required rest periods and require employers to pay non-exempt employees an additional hour of premium wages on each workday that the employee is not provided with the required rest period.

85. At relevant times during the applicable limitations period, Defendants failed to provide Plaintiffs and Aggrieved Employees with a net rest period of at least ten (10) minutes for each four (4) hour work period, or major portion thereof, as required by the Wage Order, as a result of duties and schedules that do not permit Plaintiffs and Aggrieved Employees to take all legally required rest breaks.

86. Plaintiffs are informed, believe, and thereon allege that, at relevant times during the

applicable limitations period, Defendants maintained a policy or practice of not providing the other aggrieved employees with net rest periods of a least ten (10) minutes for each four (4) hour work period, or major portion thereof, as required by the Wage Order, as a result of duties and schedules that do not permit them to take all legally required rest breaks.

87. Plaintiffs are further informed, believe, and thereon allege that Defendants rarely, if ever, issues any compensation to Aggrieved Employees for missed, late or shortened meal and/or rest breaks.

Failure to Reimburse For Necessary Business Expenditures

88. Labor Code Section 2802 provides: "An employer shall indemnify his or her employee for all necessary business expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the direction of the employer… [which includes] all reasonable costs, including, but not limited to, attorneys' fees incurred by the employee enforcing the rights granted by this section."

89. As a direct consequence of discharging their duties for Defendant and/or obeying Defendant's directions, Plaintiffs and Aggrieved Employees have necessarily incurred expenses for which they have been indemnified by Defendants, including the use of Plaintiffs' and Aggrieved Employees' personal vehicle and uniforms as required by Defendants; and the attorneys' fees incurred to enforce Plaintiffs' and Aggrieved Employees ' rights under Cal. Labor Code § 2802.

90. Defendant has failed to indemnify or in any manner reimburse Plaintiffs and Aggrieved Employees for these expenditures and losses by requiring Plaintiffs and Aggrieved Employees to pay expenses and cover losses that they incurred in direct consequence of the discharge of their duties for Defendant and/or in obedience of Defendant's direction, in violation of Cal. Labor Code § 2802.

91. As a direct and proximate result of Defendant's conduct, Plaintiffs and Aggrieved Employees have suffered substantial losses according to proof, as well as pre-judgment interest, costs, and attorneys' fees for the prosecution of this action, which losses are compensable under Cal. Labor Code § 2802.

Failure to Provide and Maintain Compliant Wage Statements

92. Labor Code Section 1174 requires that every person employing labor in this state shall keep (1) a record showing the names and addresses of all employees employed and the ages of all minors; (2) 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; (3) such records in accordance with rules established for this purpose by the commission, but in any case, on file for not less than three years. This statute also prevents an employer from prohibiting an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned. Defendants have willfully failed to keep the records required by Section 1174.

93. Pursuant to California Labor Code Section 226(a), Plaintiffs and the other aggrieved employees were entitled to receive, semimonthly or at the time of each payment of wages, an accurate itemized statement showing: (a) gross wages earned; (b) net wages earned; (c) all applicable hourly rates in effect during the pay period; and (d) the corresponding number of hours worked at each hourly rate by the employee.

94. Defendants failed to provide Plaintiffs with accurate itemized statements in accordance with California Labor Code Section 226(a) by providing Plaintiffs with wage statements with inaccurate entries for hours worked, corresponding rates of pay, and total wages earned as a result of the unlawful labor and payroll practices described herein.

95. Plaintiffs are informed and believe and thereon allege that, at all relevant times during the applicable limitations period, Defendants maintained a policy or practice of not providing aggrieved employees with accurate itemized wage statements by providing them with wage statements with inaccurate entries for hours worked, corresponding rates of pay, total wages and deductions from wages earned as a result of the unlawful labor and payroll practices described herein.

96. Plaintiffs are informed and believe and thereon allege that Defendants' failure to provide them and the other aggrieved employees with accurate written wage statements is knowing and intentional.

97. Plaintiffs are informed and believe and thereon allege that Defendants had the ability to provide her and the aggrieved employees with accurate wage statements, but intentionally provided wage statements that they knew are not accurate.

98. As a result of being provided with inaccurate wage statements by Defendants, Plaintiffs and the aggrieved employees have suffered an injury. Their legal rights to receive accurate wage statements were violated and they were misled about the amount of wages they had actually earned and were owed. In addition, the absence of accurate information on their wage statements prevented immediate challenges to Defendants' unlawful pay practices, has required discovery and mathematical computations to determine the amounts of wages owed, has caused difficulty and expense in attempting to reconstruct time and pay records, and/or has led to the submission of inaccurate information about wages and amounts deducted from wages to state and federal government agencies.

99. California Labor Code sections 2699(a) and (g) authorize an aggrieved employee, on behalf of themselves and other current or former employees, to bring a civil action to recover civil penalties pursuant to the procedures specified in California Labor Code Section 2699.3.

Penalties Authorized by PAGA

100. Pursuant to California Labor Code sections 2699(a) and (f), Plaintiffs and the other aggrieved employees of Defendants are entitled to, and seek to, recover civil penalties for Defendants' violations of California Labor Code sections 201, 202, 203, 204, 210, 216, 221, 223, 225.5, 226, 226.3, 226.7, 510, 511, 512, 551, 552, 558, 1174, 1174.5, 1194-1197.1, 1198, 2800, 2802, and 2698 *et seq.*, during the applicable limitations period in the following amounts:

a. For violations of California Labor Code sections 201, 202, 203, 226.7, 1198, and 2802, one hundred dollars ($100.00) for each aggrieved employee per pay period for each initial violation and two hundred dollars ($200.00) for each aggrieved employee per pay period for each subsequent violation (penalty amounts established by California Labor Code Section 2699(f)(2));

b. For violations of California Labor Code Section 1194-1197.1, one hundred dollars ($100.00) for each aggrieved employee per pay period for each initial violation and two hundred dollars and fifty ($250.00) for each aggrieved employee per pay period for each subsequent violation regardless of whether the initial violation is intentionally committed (penalty amounts established by California Labor Code § 1197.1);

c. For violations of California Labor Code Sections 216, 221, 223 one hundred dollars ($100.00) for each aggrieved employee for each initial violation and two hundred dollars ($200.00) for each aggrieved employee for each subsequent or willful violation (penalty amounts established by California Labor Code § 225.5);

d. For violations of California Labor Code Section 1174, five hundred dollars ($500.00) for each of Defendants' violations in addition to any other penalties or fines permitted by law (penalty amounts established by California Labor Code § 1174.5);

e. For violations of California Labor Code Section 226, two hundred fifty dollars ($250.00) per employee for initial violation and one thousand dollars ($1,000.00) per employee for each subsequent violation (penalty amounts established by California Labor Code Section 226.3);

f. For violations of California Labor Code Section 204, one hundred dollars ($100.00) per employee for initial violation and two hundred dollars ($200.00) per employee for each subsequent violation, plus 25 percent of the amount unlawfully withheld (penalty amounts established by California Labor Code Section 210);

g. For violations of California Labor Code section 510, 511, 512, 551, 552 and, Wage Order 4-2001 Sections 9, 11, and 12, fifty dollars ($50.00) for each aggrieved employee for each initial violation for pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages and one hundred dollars ($100.00) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages (penalty amounts established by California

Labor Code Section 558).

h. For violations of California Labor Code Section 558, fifty dollars ($50.00) for initial violation, fifty dollars ($50.00) for each underpaid employee for each pay period for which the employee was underpaid; for each subsequent violation, one hundred dollars ($100.00) for each underpaid employee for each pay period for which the employee was underpaid (penalty amounts established by California Labor Code Section 558).

101. Pursuant to California Labor Code Section 2699(g), Plaintiffs, on behalf of themselves and the other aggrieved employees, is entitled to an award of reasonable attorneys' fees and costs.

PRAYER FOR RELIEF

Wherefore, Plaintiffs on behalf of themselves and on behalf of all other Aggrieved Employees, prays for judgment against Defendants as follows:

a. Civil penalties;

b. Other penalties and fines permitted by law;

c. Costs of suit;

d. Reasonable attorneys' fees;

e. Pre-judgment and post-judgment interest as provided by law; and

f. Such other and further relief as the Court deems just and proper.

DATED: March 26, 2025

BOYAMIAN LAW, INC.

By: ______________________________

Michael H. Boyamian
Attorney for Plaintiffs GLORIA TORRES TAFUR, individually, LUIS CASTRO SALAZAR, individually, Other Aggrieved Employees, and the General Public

EXHIBIT 1

January 15, 2025

SUBMITTED ELECTRONICALLY VIA ONLINE SUBMISSION

Labor and Workforce Development Agency
Attention: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Re: *Gloria Torres, et al. adv. Golfland Entertainment Centers, Inc., et al.*
Notice of PAGA Claims Pursuant to Labor Code § 2699.3

Dear Labor and Workforce Development Agency ("LWDA"):

My office, along with Capstone Law APC, represents Gloria Torres Tafur and Luis Castro Salazar ("Claimants") with respect to claims on behalf of themselves and other current and former non-exempt, hourly employees of Golfland Entertainment Centers, Inc.; EH Golfland Properties I, LLC; EH Golfland Properties II, LLC; Golden Tee Golfland LLC; GT Golfland I LLC, GT Golfland II LLC (collectively "Golfland").

The purpose of this letter is to satisfy the notice requirements of Labor Code § 2699.3(a). Below we set forth the facts and theories which we believe support our contention that Golfland Entertainment Centers, Inc.; EH Golfland Properties I, LLC; EH Golfland Properties II, LLC; Golden Tee Golfland LLC; GT Golfland I LLC: and GT Golfland II LLC., as joint employers, have violated and continue to violate various provisions of the California Labor Code including, but not limited to, violations of California Labor Code sections 1194, 558, and 216, failure to provide statutory mandated meal and rest periods, failure to pay for all hours worked, and other applicable wage and hour violations.

Facts and Theories About the Case

1. ***Relevant Factual Background***

Golfland Entertainment Centers, Inc.; EH Golfland Properties I, LLC; EH Golfland Properties II, LLC; Golden Tee Golfland LLC; GT Golfland I LLC: and GT Golfland II LLC., Inc. (hereinafter collectively "Golfland" or the "Company") operate a collection of amusement parks offering miniature golf, water theme parks, and family-oriented entertainment. Our investigation revealed that Golfland maintains seven locations throughout California and is headquartered in Mesa, Arizona. While all locations are registered as separate business entities, they are nevertheless treated as a single enterprise by management. Employees of one property are regularly sent to work on the property of another entity, common management runs all of the entities, and corporate formalities are not observed amongst the entities. These various entities therefore have such a unity of interest and ownership that the separate personalities do not really exist and that the corporate structure is just a shield of the alter ego of each other.

Ms. Torres is a former employee of Golfland. She commenced her employment in or around May 7, 2017 as a maintenance employee. Ms. Torres worked at the Milpitas and San Jose Golfland locations, located at 1199 Jacklin Road, in Milpitas, California 95035 and 976 Blossom Hill Road, San Jose, California 95123, respectively. During her tenure with Golfland, Ms. Torres worked on average approximately 48 to 50 hours per week and sometimes in excess of eight hours a day. Ms. Torres was terminated on or around May 8, 2024. Throughout her employment with Golfland, Ms. Torres was classified as a non-exempt, hourly employee.

Mr. Castro is likewise a former employee of Golfland. He commenced his employment with the Company in or around May 14, 2014 as a maintenance manager. Mr. Castro worked as the maintenance manager at the Milpitas and San Jose Golfland locations, located at 1199 Jacklin Road, in Milpitas, California and 976 Blossom Hill Road, San Jose, California, respectively. During his employment with the Company, Mr. Castro worked on average approximately 48 to 50 hours per week and sometimes in excess of eight hours a day. Mr. Castro was terminated on or around May 8, 2024. Throughout his employment with Golfland, Mr. Castro was classified as a non-exempt, hourly employee.

Ms. Torres's and Mr. Castro's duties included cleaning, providing landscaping services and repairing the facilities. Further, Ms. Torres and Mr. Castro repaired sprinklers, plumbing, and golf course attractions and the replacement of carpets. Due to the fast pace, chronic understaffing of its locations, and overall stressful nature of the job, Claimants often did not have time to take rest breaks or meal breaks and would clock-in early to complete their duties prior to the park opening.

Further, Golfland 's supervisors would discourage Ms. Torres, Mr. Castro, and other Aggrieved Employees to take rest breaks or meal breaks. Ms. Torres and Mr. Castro often missed their first rest break due to cleaning work assignments they had to complete before the premises opened and customers were allowed to enter the facilities. Further, when Ms. Torres and Mr. Castro did take rest breaks, they were often interrupted to fix paint on the golf course or perform additional cleaning. Ms. Torres and Mr. Castro were regularly required to consent to having taken their rest break through a prompt on the time keeping system in order to clock out at the end of the day. Golfland's supervisors also pressured Ms. Torres and Mr. Castro to falsify their meal breaks. Specifically, Claimants would clock out for a supposed meal break but would continue performing work at the direction of the Company.

2. ***Failure to Pay For All Hours Worked - Violations of California Labor Code Sections 1194, 510, 558***

California law requires that an employer compensate an employee for all hours worked. *See* Industrial Welfare Commission Wage Order 4-2001, § 2(L) ("'Hours worked' means 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.") Labor Code § 204; *Morillion v. Royal Packing Co.*, 22 Cal.4th 575, 584 586 (2000). Moreover, any time which is not compensated automatically constitutes a minimum wage violation. *See Armenta v. Osmose, Inc.*, 135 Cal.App.4th 314, 324 (2005); *Troester v. Starbucks Corp.,* 421 P.3d 1114 (2018) (California Supreme Court decision affirming that relevant statutes and wage order do not allow employers to require employees to routinely work for minutes off-the-clock without compensation.) California law also requires that all hours worked over 8 in a day or 40 in a week or worked on the 7th consecutive day of a work week be paid 1.5 times an employee's regular rate of pay. *See, e.g.*, Lab. Code §§ 510, 1194; Cal. Code Regs., tit. 8, § 11090, *et seq*. In addition, hours worked over 12 in a day or hours over 8 worked on the 7th consecutive day in a week are paid at 2 times an employee's regular rate of pay.

Golfland violates California's minimum and overtime wage laws on days when non-exempt, hourly employees including Ms. Torres and Mr. Castro work beyond their idealized scheduled 40 hours a week. The majority of the time there were only two employees assigned to complete all maintenance work. The understaffing of these locations led to Aggrieved Employees taking on a heavy workload consisting of work to complete all maintenance duties such as interior/exterior cleaning (kitchen, restrooms, game area, seating area) landscaping, and repairing of golf fixtures. Aggrieved Employees were under time constraints to complete cleaning duties prior to the facility opening and customers arriving. As a result, Claimants would work post-shift to complete all necessary work in the scope of their duties.

Our investigation has also uncovered that Golfland impeded, discouraged, and dissuaded Aggrieved Employees including Ms. Torres and Mr. Castro from taking meal and rest periods due to the Company's expectations that Aggrieved Employees be physically present and available at all times, making statutorily compliant meal and rest periods unavailable. However, Golfland directed Aggrieved Employees, including Claimants, from clocking out for their purported meal periods when in reality they would continue to work off-the-clock resulting in the widespread underpayment of wages. As a result, the Company overall violates California's labor laws, in particular Labor Code Sections 1194, 558, 510 when it forces Aggrieved Employees, including Claimants, to work off the clock and/or over eight hours in a day or over forty hours in a week with no minimum wage or overtime pay premium. Accordingly, Aggrieved

Employees, including Ms. Torres and Mr. Castro, are not paid for all hours worked, including overtime, when they work over eight hours in a day or forty hours each week.

3. ***Failure to Provide Statutory Meal & Rest Periods - Violations of Labor Code Sections 226.7***

California law likewise requires that an employer provides an employee who works more than five hours a meal break that is no less than 30 minutes in duration. 8 CCR 11090(11)(A). Unless an employee is relieved of all duty during the 30-minute meal period, the meal period is considered an on-duty meal period and counted as time worked. However, an on-duty meal period is permitted only when the nature of the work prevents an employee from being relieved of all duty and the parties agree in writing to an on-the-job paid meal period. *Id*. If an employer fails to provide an employee a lawful meal period, the employer must pay the employee one hour of pay for each violation at his or her regular rate of compensation. 8 CCR 11090(11)(D). Additionally, California law mandates that an employer must “authorize and permit” an employee to take a duty-free rest period not less than 10 minutes in duration for every three and half hours of work, or major fraction thereof. 8 CCR 11090(12)(A). Violation of the rest break provisions requires the employer pay the employee one hour of pay for each workday a rest period was not provided. 8 CCR 11090(12)(B). In addition, if an employee works over ten hours, he or she is entitled to a second meal period unless there is a valid meal period waiver for shifts lasting less than twelve hours. *See* IWC Wage Order No. 4, § 11. Said differently, a second meal period of not less than thirty minutes is required if an employee works more than ten hours per day, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and employee only if the first meal period was not waived. Labor Code Section 512.

Our investigation has uncovered that Golfland impeded, discouraged, and dissuaded Aggrieved Employees including Ms. Torres and Mr. Castro from taking meal and rest periods due to the Company’s expectations that Aggrieved Employees be physically present and available at all times, making statutorily compliant meal and rest periods unavailable. Therefore, the Company’s non-exempt, hourly employees work off-the-clock and skip mandated meal and rest breaks to meet the Company’s demands while Golfland ignored its obligations under its California wage and hour laws by maintaining a work atmosphere that discouraged Aggrieved Employees from taking statutorily compliant meal and rest breaks. Golfland therefore did not permit, authorize, or otherwise make available meal and rest periods for Aggrieved Employees, including Ms. Torres and Mr. Castro, to take in accordance with the law.

Similarly, Aggrieved Employees, including Claimants, would often clock out for meal periods later than scheduled as a result of fulfilling their job duties coupled with the chronic understaffing at the Company's locations. For example, when clocking in early Ms. Torres would still clock out for her meal breaks at 11:00 a.m., which made her meal break late when she initially clocked in prior to her scheduled 6:00 a.m. start time.

To the extent the Company did pay meal period premiums for skipped, interrupted, or late meal breaks, the premium rate it relied on is incorrect as it did not account for all renumerations, including the off-the-clock overtime, for purposes of calculating the regular rate of pay for overtime. *See Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 878 ("we hold that the term 'regular rate of compensation' in section 226.7(c) has the same meaning of regular rate of pay' in section 510(a) and encompass not only hourly wages, but all nondiscretionary payments for work performed by the employee.").

4. *Failure to Reimburse for Necessary Business Expenditures*

Aggrieved Employees, including Claimants, were not reimbursed for various business expenses. Aggrieved employees, including Claimants, use their personal cellphones in connection with their work. Golfland heavily relies on Aggrieved Employees' personal cell phones to carry out their day-to-day job duties for the Company. For example, Mr. Salazar used his personal cell phone on a daily basis to communicate with management through phone calls and text messages regarding facility maintenance including painting golf course fixtures, carpet and sprinkler repairs, and materials or other maintenance assignments.

California Labor Code Section 2802 requires employers to always reimburse employees who are required to use personal cell phones for work-related calls for a reasonable percentage of their cell phone bills. *Cochran v. Schwan's Home Service, Inc.* (2014) 228 Cal.App.4th 1137, 1140. Here, Golfland uniformly contributes nothing towards Aggrieved Employees' personal cell phones to carry out their day-to-day job duties. Providing nothing is clearly no full measure – much less a percentage of the monthly cell phone bill - for this necessary, mandatory business expenditure incurred by Aggrieved Employees.

California Labor Code § 2802 requires employers to *always* reimburse employees for necessary business expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties. Aggrieved Employees, including Claimants, were also required to wear uniforms that consisted of shirts displaying the company name and logo for their shifts during the week and were provided with 3 shirts. Due to number of shifts they worked per week and the nature of work they completed, both clients were required to purchase additional uniform items, for approximately $6 each. Additionally, they were required to spend on the maintenance costs of laundering their uniforms.

5. *Labor Code Section 2810.5 Notice*

California Labor Code section 2810.5 requires that employers, like Golfland, to provide non-exempt, hourly employees with written notice regarding their wages, including pay rates, overtime rates, and designated paydays. The notice must be provided at the time of hire and within seven days of a change to the information set forth in the notice, unless the changes are reflected in the employee's paystub for the following pay period. In January 2024, AB 636 amended section 2810.5 to require employers to provide employees with information regarding any "state or federal emergency or disaster declaration applicable to the county or counties where the employee will work issued within 30 days before the employee's first day of employment, and that may affect their health and safety during employment." The notice must also reflect the increase in mandatory paid sick leave to forty hours or five days, whichever is greater. A review of Claimants' personnel files is devoid of any document or instrument conveying the requirements outlined in Labor Code Section 2810.5.

<u>Other Claims</u>

The other alleged violations, including inaccurate wage statement, failure to reimburse for business expenses and waiting time penalties, are largely derivative of the claims for failure to pay minimum wage and failure to provide meal and rest periods. As a result, Ms. Torres, Mr. Castro and other Aggrieved Employees were not provided with accurate wage statements and were not provided payments for missed, short, or interrupted rest period premiums or similarly, for missed, short, or interrupted meal period premiums. Accordingly, Claimants and other aggrieved non-exempt, hourly employees were/are non-exempt employees and were/are entitled to: (1) either the statutorily mandated meal periods or payment of missed meal period premiums; (2) either the statutorily mandated rest periods or payment of missed rest period premiums; (3) payment of all wages due; (4) receipt of accurate itemized wage statements; and (5) payment of all wages due upon separation of employment (i.e., waiting time penalties). With respect to waiting time penalties, Golfland failed to fully compensate former Aggrieved Employees in a timely manner when their employment ended, in violation of Labor Code Section 201 *et. seq*.

<u>Scope of Anticipated Action</u>

California Labor Code Section 2699.3(a) requires an aggrieved employee to inform the Agency before filing a civil action under the Private Attorneys General Act of 2004 ("PAGA"). Based on the foregoing facts, Ms. Torres and Mr. Castro are asserting PAGA claims on behalf of themselves and on behalf of all other non-exempt hourly employees employed by the Company in its California locations between one year prior to the date of this correspondence and continuing through the present. Ms. Torres and Mr. Castro seek civil penalties under PAGA for the following Labor Code violations:

1. Violations of Labor Code sections 216, 225.5, 558 for failing to pay minimum and overtime wages due. Specifically, the Company does not pay minimum and overtime wages to Plaintiff and other non-exempt aggrieved employees for all hours worked, as required by Labor Code sections 216, 510, 511, 558, 1182.1 1182.3, 1194 1197.1 and 1198.

2. Violations of Labor Code section 558 for failing to pay wages due, including those for missed meal and rest periods as required by Labor Code sections 226.7, 512, 551 553. Specifically, with respect to meal breaks, the Company does not permit Plaintiff and non-exempt Aggrieved Employees to take an uninterrupted, off duty, and/or full meal periods, and does not pay one additional hour of pay at their regular rate of compensation for each missed meal period. The Company also does not provide Plaintiff and other non-exempt Aggrieved Employees with rest periods. Nor does it pay one additional hour of pay at their regular rate of compensation for each missed rest period.

3. Violations of Labor Code sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9), requiring employers to provide specific information on employees' itemized wage statements, as the Company does not include all hours worked and wages earned on the wage statements of Plaintiff and other non-exempt Aggrieved Employees.

4. Violations of Labor Code sections 204 and 210, based on the Company's failure to pay Claimants and similarly situated non-exempt Aggrieved Employees on the regular pay day all owed wages, and the Company's failure to fully compensate former employees in a timely manner when their employment ended, in violation of Labor Code Section 201 et seq.

5. Violations of Labor Code section 2802, based on the Company's failure to reimburse Claimants and the other Aggrieved Employees for their necessary business expenditures.

Accordingly, we believe Golfland has violated, and continue to violate, numerous provisions of California law, including, without limitation Labor Code Sections §§ 201, 202, 203, 204, 210, 216, 221, 225.5, 226, 226.3, 226.7, 510, 511, 512, 551, 552, 558, 1174, 1174.5, 1194-1197.1, 1198, 1199, 2802, 2810.5, and 2698, et seq., as well as the relevant IWC orders and regulations, and that Ms. Torres and Mr. Castro intend to seek all penalties which are available for the violations described above for themselves and other aggrieved, current and former non-exempt, hourly employees of Golfland. Ms. Torres and Mr. Castro also intend to recover an amount equal to the actual wages owed to employees under Labor Code statutes that authorize such recovery, including Labor

Code section 558. Ms. Torres and Mr. Castro are also entitled to all damages, restitution and statutory penalties allowed by law. Our investigation is continuing, and there may be more violations uncovered.

We respectfully request that the Labor Workforce Development Agency notify this office within sixty (60) days if it wishes to investigate this matter further. Should you have any questions or concerns or require additional information, please do not hesitate to contact the undersigned.

Further, if Golfland Entertainment Centers, Inc., EH Golfland Properties I, LLC EH Golfland Properties II, LLC, Golden Tee Golfland LLC, GT Golfland I LLC, or GT Golfland II LLC wish to resolve these claims prior to litigation by stopping their unlawful practices and making full restitution to Ms. Torres, Mr. Castro and others, please contact the undersigned forthwith to discuss this matter further. Thank you in advance for your immediate attention to this matter.

Very truly yours,

Michael H. Boyamian

Cc: Golfland Entertainment Centers, Inc. (*Sent via Certified Mail; Return Receipt Requested*)
Attn: Fred B. Kenney (*Agent of Service of Process*)
9917 Cranleigh Dr.
Granite Bay, CA 95746

EH Golfland Properties I, LLC (*Sent via Certified Mail; Return Receipt Requested*)
Attn: Fred B. Kenney (*Agent of Service of Process*)
855 E El Camino Real
Sunnyvale, CA 94087

EH Golfland Properties II, LLC (*Sent via Certified Mail; Return Receipt Requested*) Gold
Attn: Fred B. Kenney (*Agent of Service of Process*)
855 E El Camino Real
Sunnyvale, CA 94087

Golden Tee Golfland LLC (*Sent via Certified Mail; Return Receipt Requested*)
Attn: Fred B. Kenney (*Agent of Service of Process*)
1893 Taylor Rd.
Roseville, CA 95661-3008

GT Golfland I LLC (*Sent via Certified Mail; Return Receipt Requested*)
Attn: Fred B. Kenney (*Agent of Service of Process*)
1893 Taylor Rd.
Roseville, CA 95661-3008

GT Golfland II LLC (*Sent via Certified Mail; Return Receipt Requested*)
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