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Attorneys for Plaintiff MOUSTAFA IMAM,
as an individual and on behalf of all others
similarly situated

Assigned for All Purposes:
Judge Melissa R. McCormick
Dept. CX105

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

MOUSTAFA IMAM, as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

HYDE PARK OF NEWPORT BEACH, LLC
dba HYDE PARK JEWELERS, a Colorado
Limited Liability Company; HYDE PARK
OPERATING, LLC, a Delaware Limited
Liability Company; HYDE PARK, INC., a
Colorado Corporation; GOVBERG LLC, a
Delaware Limited Liability Company; and
DOES 1 through 40, inclusive,

Defendants.

Case No.: 30-2024-01437862-CU-OE-CXC

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

[Amount of Damages Exceeds \$25,000]

1. Private Attorneys General Act (“PAGA”) (Cal. Lab. Code §§ 2698-2699.5)
2. Misclassification as Exempt vs. Non-Exempt and Failure to Pay Overtime Wages (Cal. Lab. Code §§ 510 & 558; IWC Order 7-2001, § 3);
3. Failure to Permit and Authorize Timely Rest Periods (Cal. Lab. Code § 226.7; IWC Order 7-2001 § 12);
4. Failure to Permit and Authorize Timely Meal Periods (Cal. Lab. Code §§ 226.7 & 512; IWC Order 7-2001, § 11);
5. Failure to Indemnify for Necessary Business Expenses (Cal. Lab. Code § 2802; IWC Order 7-2001, § 9);

6. Unlawful Wage Deductions (Cal. Lab. Code § 221);
7. Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code § 226);
8. Failure to Timely Pay Earned Wages Upon Separation of Employment (Cal. Lab. Code § 202);
9. Failure to Keep Required Payroll Records (Cal. Lab. Code §§ 226 & 1174);
10. Unfair Business Practices (Cal. Bus. & Prof. Code § 17200, *et seq.*);
11. Failure to Timely Produce Payroll Records (Cal. Lab. Code § 226(b) & (c)); and
12. Failure to Timely Produce Personnel Records (Cal. Lab. Code §§ 432 & 1198.5(a) & (b)).
13. Failure to Timely Pay Wages During Employment (Cal. Lab. Code §§ 204 & 210);
14. Failure to Pay Vested Vacation Wages Upon Separation (Cal. Lab. Code § 227.3); and
15. Failure to Provide Paid Sick Leave (Cal. Lab. Code §§ 248.1, 248.5 & 248.6).

Complaint Filed:

Jury Trial Demanded

COMES NOW Plaintiff MOUSTAFA IMAM (hereinafter referred to as “PLAINTIFF”), as an individual and on behalf of all other current and former similarly situated employees, and on behalf of the general public and all aggrieved employees, asserts class, representative, and individual claims against Defendants HYDE PARK OF NEWPORT BEACH, LLC doing business as HYDE PARK JEWELERS, a Colorado Limited Liability Company; HYDE PARK OPERATING, LLC, a Delaware Limited Liability Company; HYDE PARK, INC., a Colorado Corporation; GOVBERG LLC, a Delaware Limited Liability Company; and DOES 1 through 40, inclusive (hereinafter collectively referred to as “DEFENDANTS”), and alleges as follows:

INTRODUCTION

1. This is a Class and Representative Action pursuant to Code of Civil Procedure §

382, and both an individual and representative action, the latter of which includes recovery of penalties under the Private Attorneys General Act of 2004 ("PAGA"), Cal. Lab. Code § 2698, *et seq.* PAGA permits an individual to bring a lawsuit as a representative action on behalf of the general public and all other aggrieved employees as a private attorney general to recover civil penalties and address an employer's violations of the California Labor Code.

2. On information and belief, in this case, DEFENDANTS, and each of them, violated various provisions of the California Labor Code. As set forth below, DEFENDANTS, and each of them, implemented policies and practices which led to unpaid wages resulting from DEFENDANTS' (a) misclassification of employees as exempt rather than non-exempt resulting in failure to pay overtime wages; (b) failure to permit and authorize timely rest periods and failure to pay an additional hour of pay at the employee's regular rate of compensation in lieu of providing a rest period; (c) failure to permit and authorize timely meal periods and failure to pay an additional hour of pay at the employee's regular rate of compensation in lieu of providing a meal period; (d) failure to indemnify employees for necessary business expenses; (e) unlawful wage deductions as a set off against overdrawn sick and/or accrued vacation hours; (f) failure to provide accurate itemized wage statements, (e) failure to timely pay earned wages upon separation of employment; (g) failure to keep required payroll records for no less than three (3) years; (h) failure to timely pay all wages due on each regular payday during employment; (i) failure to pay all accrued and unused vacation wages upon separation of employment; (j) failure to provide required paid sick leave; and (k) unfair business practices. As a result of DEFENDANTS' unlawful policies and practices, PLAINTIFF also seeks civil penalties under Cal. Lab. Code § 2698, *et. seq.* on behalf of himself, all other aggrieved employees, and the general public as a private attorney general.

JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants it "original jurisdiction in all cases except those given by statute to other trial courts." The statutes under which this action is brought do not give jurisdiction to any other court.

4. On information and belief, this Court has jurisdiction over DEFENDANTS, and each of them, because each Defendant either has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

5. On information and belief, venue as to each Defendant is proper in this judicial district pursuant to Cal. Code Civ. Proc. § 395. DEFENDANTS, and each of them, are, and at all relevant times were, operating and doing business throughout California, and each Defendant is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a direct effect on PLAINTIFF and all other aggrieved employees within Orange County and elsewhere in California.

6. On information and belief, this Court also has jurisdiction in this matter because there are no federal questions at issue because the claims alleged herein are based solely on California statutes and law, including the California Labor Code, the IWC Wage Orders, the California Code of Civil Procedure, the California Civil Code, and the California Business and Professions Code.

PARTIES

7. PLAINTIFF is an individual who is, and at all times relevant herein was, a resident of the County of Orange, State of California.

8. PLAINTIFF is informed and believes, and based thereon alleges, that Defendant HYDE PARK OF NEWPORT BEACH, LLC doing business as HYDE PARK JEWELERS and DOES 1-10 (hereinafter collectively referred to as “HYDE PARK JEWELERS”) are, and at all times relevant herein were, a limited liability company duly organized under the laws of Colorado and are conducting business in the County of Orange. Defendant HYDE PARK JEWELERS is an employer within the meaning of the California Labor Code and all other applicable law.

9. PLAINTIFF is informed and believes, and based thereon alleges, that Defendant HYDE PARK OPERATING, LLC and DOES 11-20 (hereinafter collectively referred to as

1 “HYDE PARK OPERATING”) are, and at all times relevant herein were, a limited liability
2 company duly organized under the laws of Delaware and are conducting business in the County
3 of Orange. Defendant HYDE PARK OPERATING is an employer within the meaning of the
4 California Labor Code and all other applicable law.

5 10. PLAINTIFF is informed and believes, and based thereon alleges, that Defendant
6 HYDE PARK, INC. and DOES 21-30 (hereinafter collectively referred to as “HYDE PARK,
7 INC.”) are, and at all times relevant herein were, a corporation duly organized under the laws of
8 Colorado and are conducting business in the County of Orange. Defendant HYDE PARK, INC.
9 is an employer within the meaning of the California Labor Code and all other applicable law.

10 11. PLAINTIFF is informed and believes, and based thereon alleges, that Defendant
11 GOVBERG LLC and DOES 31-40 (hereinafter collectively referred to as “GOVBERG LLC”)
12 are, and at all times relevant herein were, a limited liability company duly organized under the
13 laws of Delaware and are conducting business in the County of Orange. Defendant GOVBERG
14 LLC is an employer within the meaning of the California Labor Code and all other applicable
15 law.

16 12. PLAINTIFF is informed and believes, and based thereon alleges, that
17 DEFENDANTS, are and were individuals, sole proprietorships, corporations, business entities,
18 persons, and partnerships, licensed to do business and/or actually doing business in the State of
19 California.

20 13. As such and based upon the facts and circumstances incident to DEFENDANTS’
21 business, DEFENDANTS, and each of them, are subject to the California Labor Code, the
22 applicable Wage Orders of the California Industrial Welfare (“IWC”), the California Business
23 and Professions Code, and other local, state, and federal laws.

24 14. PLAINTIFF does not know the true names or capacities, whether individual,
25 partner, or corporate, of the DEFENDANTS sued herein as DOES 1 through 50, inclusive, and
26 for that reason said DEFENDANTS are sued under such fictitious names. PLAINTIFF prays for
27 leave to amend this complaint when the true names and capacities are known. PLAINTIFF is
28 informed and believes, and based thereon alleges, that each of said fictitious DEFENDANTS

1 were responsible in some way for the matters alleged herein and proximately caused
2 PLAINTIFF to be subject to the illegal employment practices, wrongs, and injuries complained
3 of herein.

4 15. At all times herein mentioned, each of said DEFENDANTS participated in the
5 doing of the acts hereinafter alleged to have been done by the named DEFENDANTS; and
6 furthermore, the DEFENDANTS, and each of them, were the agents, servants, and employees of
7 each of the other DEFENDANTS, as well as the agents of all DEFENDANTS, and at all times
8 herein mentioned, were acting within the course and scope of said agency and employment.

9 16. PLAINTIFF is informed and believes, and based thereon alleges, at all times
10 mentioned herein, that DEFENDANTS, and each of them, participated in or were responsible
11 for the acts and/or omissions hereinafter alleged. Furthermore, DEFENDANTS, and each of
12 them, were the agents, servants, employees, alter egos, and/or joint venturers of, or working in
13 concert with, each of the other defendants and were acting within the course and scope of said
14 agency, service, employment, joint venture, and/or concerted activity. To the extent that said
15 acts, conduct, and/or omissions were perpetrated by certain defendants, each of the remaining
16 defendants confirmed or ratified said acts, conduct, and/or omissions.

17 17. Whenever the language “DEFENDANTS, and each of them” is used in this
18 complaint, the allegations described thereafter shall be deemed to mean the acts of
19 DEFENDANTS acting individually, jointly, and/or severally.

20 18. Whenever reference is made to individuals who are not named as a plaintiff or
21 defendant in this complaint, but were employees and/or agents of DEFENDANTS, and each of
22 them, such reference shall be deemed to mean that the individuals were at all relevant times
23 acting on behalf of DEFENDANTS within the scope of their employment.

24 **FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

25 19. PLAINTIFF was employed by DEFENDANTS, and each of them, from on or
26 about July 20, 2021, to on or about November 30, 2023, as a non-managerial salesperson
27 compensated by salary and commission, and was classified by DEFENDANTS, and each of
28 them, as exempt from overtime pay and timely, uninterrupted rest periods.

1 20. PLAINTIFF is informed and believes, and based thereon alleges, at all times
2 relevant herein, that DEFENDANTS, and each of them, employ or employed other aggrieved
3 employees, as previously defined, throughout the State of California, and subject or subjected
4 them to the same policies, practices, and classification as PLAINTIFF.

5 21. PLAINTIFF is informed and believes, and based thereon alleges, at all times
6 relevant herein, that DEFENDANTS, and each of them:

- 7 • misclassified PLAINTIFF and all other aggrieved employees exempt as opposed to
8 non-exempt and failed to pay them overtime wages during non-exempt pay periods;
- 9 • failed to provide PLAINTIFF and all other aggrieved employees with all
10 mandatory off-duty meal and rest periods;
- 11 • failed to establish a timekeeping policy for PLAINTIFF and all other aggrieved
12 employees to record all time worked and meal breaks taken during non-exempt pay
13 periods;
- 14 • failed to compensate PLAINTIFF and all other aggrieved employees for an
15 additional hour of pay at each employee's regular rate of compensation in lieu of
16 providing a meal and/or rest period;
- 17 • failed to reimburse and/or indemnify PLAINTIFF and all other aggrieved
18 employees for employer-business related expenses, including but not limited to,
19 mobile phone service and data;
- 20 • subjected PLAINTIFF and all other aggrieved employees to unlawful wage
21 deductions and/or set offs against overdrawn sick and/or accrued vacation hours;
- 22 • failed to provide PLAINTIFF and all other aggrieved employees with code
23 compliant wage statements, including but not limited to, paystubs listing total hours
24 worked, rate of compensation for overtime, total earnings for overtime, and total
25 rest and meal period premiums earned in lieu of receiving mandatory off-duty
26 breaks;
- 27 • failed to maintain complete and accurate payroll records for PLAINTIFF and all
28 other aggrieved employees for at least three (3) years;

- 1 • failed to timely pay PLAINTIFF and all other aggrieved employees all earned
- 2 wages due during and upon termination of employment;
- 3 • engaged in various unfair and unlawful business practices with respect to
- 4 PLAINTIFF and all other aggrieved employees, including failure to comply with
- 5 the requirements for written commission agreements under Cal. Lab. Code § 2751,
- 6 in violation of California’s Unfair Competition Law, Business & Professions Code
- 7 § 17200, *et seq.* (the “UCL”);

8 22. The foregoing acts and other acts by DEFENDANTS, and each of them, violated
9 provisions of the California Labor Code, including but not limited to, §§ 202, 204, 221, 226,
10 226.7, 510, 512, 1174, 2751, & 2802, the UCL, applicable wage orders, and other laws and
11 regulations.

12 **CLASS ACTION ALLEGATIONS**

13 23. PLAINTIFF brings this action on behalf of himself and all others similarly situated
14 as a Class Action pursuant to Code of Civil Procedure § 382. PLAINTIFF seeks to represent a
15 proposed class (the “Class” or “Class Members”) defined as follows:

16 “All persons currently or formerly employed by DEFENDANTS in California who worked
17 as (i) a commissioned sales professional or (ii) an hourly, non-exempt employee for
18 DEFENDANTS HYDE PARK OF NEWPORT BEACH, LLC DBA HYDE PARK
19 JEWELERS; HYDE PARK OPERATING, LLC; HYDE PARK, INC.; GOVBERG LLC
20 during the period from May 22, 2022 to May 2, 2026.” (“Proposed Class”).

21 24. PLAINTIFF reserves the right under Rule 3.765(b) of the California Rules of Court
22 to amend or modify the class description with greater specificity, by division into subclasses, or
23 by limitation to particular issues.

24 25. This action has been brought and may properly be maintained as a class action
25 under the provisions of Code of Civil Procedure § 382 because there is a well-defined community
26 of interest in the litigation and the Proposed Class is easily ascertainable.

27 **Numerosity**

28 26. The potential members of the Proposed Class as defined are so numerous that

1 joinder of all the members of the Proposed Class is impracticable. While the precise number of
2 Proposed Class Members has not been determined at this time, PLAINTIFF is informed and
3 believes that DEFENDANTS currently employ, and during the relevant time periods employed,
4 numerous members of the Proposed Class throughout the State of California. PLAINTIFF alleges
5 that DEFENDANTS' employment records would provide information as to the number and
6 location of all Proposed Class Members. Joinder of all members of the Proposed Class is not
7 practicable.

8 **Commonality**

9 27. There are questions of law and fact common to the Proposed Class that predominate
10 over any questions affecting only individual Proposed Class Members. These common questions
11 of law and fact include, without limitation:

12 28. Whether DEFENDANTS misclassified commissioned sales employees as exempt
13 from overtime and rest period requirements in violation of Cal. Lab. Code §§ 510 & 558 and IWC
14 Order 7-2001, § 3;

15 29. Whether DEFENDANTS violated Cal. Lab. Code § 226.7 and IWC Order 7-2001,
16 § 12 by failing to authorize and permit timely rest periods and to pay rest period premiums;

17 30. Whether DEFENDANTS violated Cal. Lab. Code §§ 226.7 & 512 and IWC Order
18 7-2001, § 11 by failing to authorize and permit timely meal periods and to pay meal period
19 premiums;

20 31. Whether DEFENDANTS violated Cal. Lab. Code § 2802 by failing to indemnify
21 employees for necessary business expenses, including cell phone costs;

22 32. Whether DEFENDANTS violated Cal. Lab. Code § 226(a) by failing to provide
23 accurate itemized wage statements;

24 33. Whether DEFENDANTS violated Cal. Lab. Code §§ 202 & 203 by failing to timely
25 pay all earned wages upon separation of employment;

26 34. Whether DEFENDANTS violated Cal. Lab. Code §§ 204 & 210 by failing to timely
27 pay all wages due on each regular payday during employment;

28 35. Whether DEFENDANTS violated Cal. Lab. Code § 227.3 by failing to pay all

1 accrued and unused vacation wages upon separation of employment.

2 36. Whether DEFENDANTS violated Cal. Lab. Code §§ 248.1, 248.5 & 248.6 by
3 failing to provide required paid sick leave.

4 37. Whether DEFENDANTS violated Cal. Bus. & Prof. Code § 17200, et seq. by
5 engaging in the unlawful acts alleged herein; and

6 38. Whether PLAINTIFF and members of the Proposed Class are entitled to equitable
7 relief pursuant to Cal. Bus. & Prof. Code § 17200, et seq.

8 **Typicality**

9 39. The claims of PLAINTIFF are typical of the claims of the Proposed Class.
10 PLAINTIFF and all members of the Proposed Class sustained injuries and damages arising out of
11 and caused by DEFENDANTS' common course of conduct in violation of laws, regulations, and
12 statutes as alleged herein.

13 **Adequacy of Representation**

14 40. PLAINTIFF will fairly and adequately represent and protect the interests of the
15 members of the Proposed Class. Counsel who represent PLAINTIFF and the Proposed Class are
16 competent and experienced in litigating large employment class actions.

17 **Superiority of Class Action**

18 41. A class action is superior to other available means for the fair and efficient
19 adjudication of this controversy. Individual joinder of all Proposed Class Members is not
20 practicable, and questions of law and fact common to the Proposed Class predominate over any
21 questions affecting only individual members of the Proposed Class. Each member of the Proposed
22 Class has been damaged and is entitled to recovery by reason of DEFENDANTS' illegal policies
23 and/or practices of misclassifying employees, failing to pay overtime, failing to provide meal and
24 rest periods, failing to reimburse business expenses, failing to provide accurate itemized wage
25 statements, failing to timely pay all wages on each regular payday during employment, failing to
26 pay all accrued and unused vacation wages upon separation of employment, failing to provide
27 required paid sick leave, and failing to pay all wages upon resignation or termination.

28 42. Class action treatment will allow those similarly situated persons to litigate their

1 claims in the manner that is most efficient and economical for the parties and the judicial system.
2 PLAINTIFF is unaware of any difficulties that are likely to be encountered in the management of
3 this action that would preclude its maintenance as a class action.

4 **FIRST CAUSE OF ACTION**

5 **Private Attorneys General Act (“PAGA”) (Cal. Lab. Code §§ 2698-2699.5)**

6 **(By PLAINTIFF on behalf of himself**

7 **and all other aggrieved employees against DEFENDANTS)**

8 43. PLAINTIFF incorporates by reference and realleges the above paragraphs as
9 though set forth fully herein.

10 44. Cal. Lab. Code § 558.1 renders a person individually liable if they are (1) acting
11 on behalf of an employer and (2) fail to follow wage and hour laws. Persons “acting on behalf of
12 an employer” for the purposes of Cal. Lab. Code § 558.1 include owners, directors, officers, and
13 managing agents. As such, PLAINTIFF prays for judgment against DEFENDANTS’ owners,
14 directors, officers, and managing agents yet to be identified.

15 45. PLAINTIFF is an aggrieved employee as defined in Cal. Lab. Code Section
16 2699(a). PLAINTIFF brings this cause of action on behalf of himself, all other aggrieved
17 employees, and the general public acting on behalf of the California Attorney General as a
18 private attorney general.

19 46. PLAINTIFF brings this claim on behalf of the California Labor and Workforce
20 Development Agency (“LWDA”) under PAGA. In pursuing his PAGA claim, PLAINTIFF
21 represents the same legal right and interest as state labor law enforcement agencies. PAGA
22 permits PLAINTIFF to recover civil penalties that otherwise would have been assessed and
23 collected by the LWDA and other state agencies.

24 47. PLAINTIFF has complied with the procedures for bringing suit specified by Cal.
25 Lab. Code § 2699.3. By letter dated May 14, 2024, PLAINTIFF gave written notice by certified
26 mail to all the DEFENDANTS of the Cal. Lab. Code violations alleged herein, including the
27 facts and theories to support the alleged violation, and on May 15, 2024, submitted said PAGA
28 notice to the LWDA via its on-line notice submittal procedure. A true and correct copy of

1 PLAINTIFF's notice is attached hereto as "**Exhibit A**" and incorporated herein by this
2 reference. More than 65 days have passed since the date of PLAINTIFF's notice. The LWDA
3 has not notified PLAINTIFF that it intends to investigate PLAINTIFF's claims. Pursuant to Cal.
4 Lab. Code § 2699.3(a)(2)(A), PLAINTIFF is now entitled to recover civil penalties for
5 DEFENDANTS' violations.

6 48. As a result of DEFENDANTS' unlawful conduct as described herein,
7 PLAINTIFF claims all penalties permitted by PAGA on behalf of himself, all other aggrieved
8 employees, and the general public for the alleged California Labor Code violations described
9 and set forth above.

10 49. Accordingly, on behalf of all aggrieved employees, PLAINTIFF seeks to recover
11 civil penalties owed by DEFENDANTS, and each of them, attorneys' fees, and costs pursuant to
12 Cal. Lab. Code § 2698, *et seq.*

13 50. WHEREFORE, PLAINTIFF requests relief as hereinafter provided.

14 **SECOND CAUSE OF ACTION**

15 **Misclassification as Exempt vs. Non-Exempt and Failure to Pay Overtime Wages**

16 **(Cal. Lab. Code §§ 510 & 558; IWC Order 7-2001, § 3)**

17 **(By PLAINTIFF, individually and on behalf of the Class, against all DEFENDANTS)**

18 51. PLAINTIFF incorporates by reference and realleges the above paragraphs as
19 though set forth fully herein.

20 52. Cal. Lab. Code § 558.1 renders a person individually liable if they are (1) acting
21 on behalf of an employer and (2) fail to follow wage and hour laws. Persons "acting on behalf of
22 an employer" for the purposes of Cal. Lab. Code § 558.1 include owners, directors, officers, and
23 managing agents. As such, PLAINTIFF prays for judgment against DEFENDANTS' owners,
24 directors, officers, and managing agents yet to be identified.

25 53. Under California law, employees are generally classified as exempt or non-
26 exempt. Non-exempt employees are eligible for overtime and rest breaks, among other things.
27 Cal. Code Regs. Tit. 8, § 11040. To qualify as exempt as an inside commissioned sales
28 employee, the employee must (1) earn at least one-and-a-half times the minimum wage per pay

1 period and (2) earn more than half his income in the form of commissions. Wage Order 7-2001,
2 § 3(D).

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4 54. Between July 20, 2021, and November 30, 2023, during multiple pay periods,
5 DEFENDANTS, and each of them, wrongfully classified PLAINTIFF as exempt from overtime
6 wages and rest periods when PLAINTIFF earned less than one-and-a-half times the state
7 mandated minimum wage and/or earned less than half of his income in the form of commissions.
8 During the aforementioned pay periods, PLAINTIFF should have been classified as non-exempt
9 and, thus, was entitled to overtime compensation and timely rest periods.

10 55. Cal. Lab. Code § 510 and IWC Order 7-2001, § 3(A) require payment of overtime
11 compensation to non-exempt employees at not less than one and one-half times the employee's
12 regular rate of compensation, for all hours worked in excess of eight (8) hours and up to twelve
13 (12) hours in any workday, for all hours worked in excess of 40 hours in any workweek, and for
14 the first eight (8) hours worked on the seventh day of work in any one workweek; and payment
15 of overtime compensation at not less than twice the employee's regular rate of compensation for
16 all hours worked in excess of twelve (12) hours in any workday, and for all hours worked in
17 excess of eight (8) hours on the seventh day of work in any one workweek.

18 56. At all relevant times herein, DEFENDANTS, and each of them, failed to pay
19 overtime compensation to PLAINTIFF on occasions when he worked more than eight (8) hours
20 in a workday or 40 hours in a workweek or for any work performed on the seventh day of work
21 in any one workweek, thereby violating Cal. Lab. Code § 510 and IWC Order 7-2001, § 3(A).

22 57. DEFENDANTS, and each of them, owe overtime compensation to PLAINTIFF,
23 who performed overtime work as provided by Cal. Lab. Code § 510 and IWC Order 7-2001, §
24 3(A).

25 58. Cal. Lab. Code § 558 provides for the imposition of a civil penalty as to "any
26 employer or other person acting on behalf of an employer who violates, or causes to be violated"
27 Cal. Lab. Code § 510 or any provision regulating hours or days of work in any IWC order.
28 Section 510 sets the amount that must be awarded for an initial violation at \$50 for each

1 underpaid employee for each pay period for which the employee was underpaid in addition to an
2 amount sufficient to recover underpaid wages, and the amount that must be awarded for each
3 subsequent violation at \$100 for each underpaid employee for each pay period for which the
4 employee was underpaid in addition to an amount sufficient to recover underpaid wages.

5 59. As a result of DEFENDANTS' failure to pay required overtime compensation,
6 PLAINTIFF is entitled to recover overtime compensation, interests, attorneys' fees & costs, and
7 civil penalties pursuant to Cal. Lab Code §§ 510, 558, 1194, & 2699 and IWC Order 7-2001, §
8 20.

9 60. WHEREFORE, PLAINTIFF requests relief as hereinafter provided.

10 **THIRD CAUSE OF ACTION**

11 **Failure to Permit and Authorize Timely Rest Periods**

12 **(Cal. Lab. Code § 226.7; IWC Order 7-2001, § 12)**

13 **(By PLAINTIFF, individually and on behalf of the Class, against all DEFENDANTS)**

14 61. PLAINTIFF incorporates by reference and realleges the above paragraphs as
15 though set forth fully herein.

16 62. Cal. Lab. Code § 558.1 renders a person individually liable if they are (1) acting
17 on behalf of an employer and (2) fail to follow wage and hour laws. Persons "acting on behalf of
18 an employer" for the purposes of Cal. Lab. Code § 558.1 include owners, directors, officers, and
19 managing agents. As such, PLAINTIFF prays for judgment against DEFENDANTS' owners,
20 directors, officers, and managing agents yet to be identified.

21 63. IWC Order 7-2001 § 12(A) provides that every employer shall authorize and
22 permit all employees to take rest periods. "The authorized rest period time shall be based on the
23 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
24 fraction thereof." IWC Order 7-2001 § 12(A). "Authorized rest period time shall be counted as
25 hours worked for which there shall be no deduction from wages." *Id.*

26 64. Cal. Lab. Code § 226.7(c) provides that if an employer fails to provide an
27 employee with a rest period "in accordance with a state law, including ... an applicable ... order
28 of the Industrial Welfare Commission," the employer shall pay the employee one additional hour

1 of pay at the employee's regular rate of compensation for each workday that the rest period is
2 not provided. A similar requirement is set out at IWC Order 7-2001 § 12(B).

3 ///

4 65. At all times relevant herein, DEFENDANTS, and each of them, failed to
5 authorize and permit PLAINTIFF to take rest periods. DEFENDANTS, and each of them, also
6 failed to compensate PLAINTIFF with one (1) hour of pay at his regular rate of compensation
7 for each workday that a rest period was not provided.

8 66. Cal. Lab. Code § 558 provides that any employer, or other person acting on
9 behalf of an employer, who violates or causes to be violated, a section of this chapter (Cal. Lab.
10 Code § 500, *et seq.*) or any provision regarding hours and days of work in any order of the IWC
11 shall be subject to a civil penalty, in addition to the underpaid wages which must be paid to the
12 affected employees. Similar authorization for these civil penalties is found at IWC Order 7-
13 2001, § 20.

14 67. As a result of DEFENDANTS' failure to provide legally mandated rest periods to
15 PLAINTIFF and failure to pay a one (1) hour of rest period premium for each workday that a
16 required rest period was not provided, PLAINTIFF is entitled to compensatory damages
17 pursuant to Cal. Lab. Code § 226.7(c) and IWC Order 7-2001, § 12(B); attorneys' fees & costs
18 pursuant to Cal. Lab. Code § 218.5; interest (*See, Naranjo v. Spectrum Security Services, Inc.*
19 (2022) 13 Cal.5th 93); and civil penalties pursuant to Cal. Lab. Code §§ 558 & 2699 and IWC
20 Order 7-2001, § 20.

21 68. WHEREFORE, PLAINTIFF requests relief as hereinafter provided.

22 **FOURTH CAUSE OF ACTION**

23 **Failure to Permit and Authorize Timely Meal Periods**

24 **(Cal. Lab. Code §§ 226.7 & 512; IWC Order 7-2001, § 11)**

25 **(By PLAINTIFF, individually and on behalf of the Class, against all DEFENDANTS)**

26 69. PLAINTIFF incorporates by reference and realleges the above paragraphs as
27 though set forth fully herein.

28 70. Cal. Lab. Code § 558.1 renders a person individually liable if they are (1) acting

1 on behalf of an employer and (2) fail to follow wage and hour laws. Persons “acting on behalf of
2 an employer” for the purposes of Cal. Lab. Code § 558.1 include owners, directors, officers, and
3 managing agents. As such, PLAINTIFF prays for judgment against DEFENDANTS’ owners,
4 directors, officers, and managing agents yet to be identified.

5 71. Cal. Lab. Code § 512 and IWC Order 7-2001, § 11 provide that no employer shall
6 employ any person for a work period of more than five (5) hours without a meal period of not
7 less than 30 minutes, except that when a work period of not more than six (6) hours will
8 complete the day’s work. Cal. Lab. Code § 512 and IWC Order 7-2001 also provide that an
9 employer shall not employ an employee for a work period of more than ten (10) hours per day
10 without providing the employee with a second meal period of not less than 30 minutes, except
11 that if the total hours worked is no more than twelve (12) hours.

12 72. Cal. Lab. Code § 226.7(c) provides that if an employer fails to provide an
13 employee with a meal period "in accordance with a state law, including ... an applicable ... order
14 of the Industrial Welfare Commission," the employer shall pay the employee one additional hour
15 of pay at the employee's regular rate of compensation for each workday that the meal period is
16 not provided. A similar requirement is set out at IWC Order 7-2001, § 11(D).

17 73. At all times relevant herein, DEFENDANTS, and each of them, failed to provide
18 any separate, hourly compensation to PLAINTIFF for meal periods that DEFENDANTS failed
19 to provide. As such, DEFENDANTS, and each of them, violated the requirements set forth in
20 IWC Order 7-2001 and Cal. Lab. Code § 226.7 requiring employers to compensate employees
21 with one additional hour of pay for each occasion that they failed to permit and authorize a
22 mandatory duty-free meal period of no less than 30 minutes.

23 74. Cal. Lab. Code § 558 provides that any employer, or other person acting on
24 behalf of an employer, who violates or causes to be violated, a section of this chapter (Cal. Lab.
25 Code § 500, *et seq.*) or any provision regarding hours and days of work in any order of the IWC
26 shall be subject to a civil penalty, in addition to the underpaid wages which must be paid to the
27 affected employees. Similar authorization for these civil penalties is found at IWC Order 7-
28 2001, § 20.

75. As a result of DEFENDANTS' failure to provide legally mandated meal periods to PLAINTIFF and failure to pay a one (1) hour of meal period premium for each workday that a required meal period was not provided, PLAINTIFF is entitled to compensatory damages pursuant to Cal. Lab. Code § 226.7(c) and IWC Order 7-2001, § 11(D); attorneys' fees & costs pursuant to Cal. Lab. Code § 218.5; interest (*See, Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93); and civil penalties pursuant to Cal. Lab. Code §§ 558 & 2699 and IWC Order 7-2001, § 20.

76. WHEREFORE, PLAINTIFF requests relief as hereinafter provided.

FIFTH CAUSE OF ACTION

Failure to Indemnify for Necessary Business Expenses

(Cal. Lab. Code § 2802; IWC Order 7-2001, § 9)

(By PLAINTIFF, individually and on behalf of the Class, against all DEFENDANTS)

77. PLAINTIFF incorporates by reference and realleges the above paragraphs as though set forth fully herein.

78. Cal. Lab. Code § 558.1 renders a person individually liable if they are (1) acting on behalf of an employer and (2) fail to follow wage and hour laws. Persons “acting on behalf of an employer” for the purposes of Cal. Lab. Code § 558.1 include owners, directors, officers, and managing agents. As such, PLAINTIFF prays for judgment against DEFENDANTS’ owners, directors, officers, and managing agents yet to be identified.

79. Cal. Lab. Code § 2802 requires employers to indemnify its employees for all necessary expenditures or losses incurred in direct consequence of the discharge of each employee's duties, or of his or her obedience to the directions of the employer. In accord, IWC Order 7-2001, § 9 requires employers to pay for, or indemnify employees for required tools or equipment necessary for the performance of the job. Pursuant to Cal. Lab. Code § 2804, any contract or agreement, express or implied, made by any employee to waive the benefits of these protections is null and void. An employer that knows or has reason to know that an employee has incurred work-related expenses must reimburse the employee, even if the employee does not request reimbursement. *Stuart v. RadioShack Corp.*, 641 F. Supp. 2d 901, 903 (N.D. Cal. 2009).

1 Additionally, interest shall accrue at 10% annually from the date on which the employee
2 incurred the work-related expense. Cal. Lab. Code § 2802 & Cal. Civ. Code § 3289. The
3 purpose of this broad reimbursement obligation is to prevent employers from passing their
4 business expenses on to their employees. *See, Herrera v. Zumiez (9th Cir. 2020) 953 F.3d 1063;*
5 *Cochran v. Schwan's Home Service, Inc. (2014) 228 Cal.App.4th 1137.*

6 80. At all relevant times herein, DEFENDANTS, and each of them, among other
7 things, did not reimburse PLAINTIFF for any portion of his cell phone service costs during his
8 employment despite relying on PLAINTIFF to conduct business via his cell phone and
9 providing business cards to PLAINTIFF displaying his cell phone number to distribute to
10 clients, prospective clients, and/or others for callback. DEFENDANTS, and each of them, knew
11 that PLAINTIFF was incurring business expenses and that such expenses were reasonable and
12 incurred as the direct result of discharging his duties.

13 81. As a result of DEFENDANTS' failure to indemnify PLAINTIFF for one or more
14 necessary business expenses incurred, PLAINTIFF is entitled to indemnification from
15 DEFENDANTS, and each of them, for these expenses, attorneys' fees & costs, and interest
16 pursuant to Cal. Lab. Code § 2802 & IWC Order 7-2001, and civil penalties pursuant to Cal.
17 Lab. Code §§ 2802, 1197.1, & 2699.

18 82. WHEREFORE, PLAINTIFF requests relief as hereinafter provided.

19 **SIXTH CAUSE OF ACTION**

20 **Unlawful Wage Deductions**

21 **(Cal. Lab. Code § 221)**

22 **(By PLAINTIFF, individually and on behalf of the Class, against all DEFENDANTS)**

23 83. PLAINTIFFS incorporate by reference and reallege the above paragraphs as
24 though set forth fully herein.

25 84. Cal. Lab. Code § 558.1 renders a person individually liable if they are (1) acting
26 on behalf of an employer and (2) fail to follow wage and hour laws. Persons "acting on behalf of
27 an employer" for the purposes of Cal. Lab. Code § 558.1 include owners, directors, officers, and
28 managing agents. As such, PLAINTIFF prays for judgment against DEFENDANTS' owners,

1 directors, officers, and managing agents yet to be identified.

2 85. Cal. Lab. Code § 221 prohibits employers from collecting an employee's wages
3 that have already been paid out, even when the employer believes it overpaid the employee in a
4 prior period, without an express written agreement. Cal. Lab. Code §§ 221 & 224. Additionally,
5 even if an employee consents to a setoff or wage deduction, the employer is not permitted to
6 make the deduction from the employee's final wages. *Barnhill v. Robert Saunders & Co.*, (1981)
7 125 Cal.App.3d 1. California law provides that a worker's unpaid wages are due and payable to
8 the employee immediately after their discharge, so the worker's final paycheck must be free
9 from deductions or setoffs. *Id.*

10 86. PLAINTIFF is informed and believes, and based thereon alleges, that on
11 PLAINTIFF's final check, issued on December 7, 2023, DEFENDANTS, and each of them,
12 imposed a setoff or wage deduction for a balance of sick and/or accrued vacation hours.

13 87. As a result of DEFENDANTS' violation of Cal. Lab. Code § 221, PLAINTIFF is
14 entitled to unpaid wages and accrued interest (*See*, Cal. Civ. Code § 3289), interest pursuant to
15 Cal. Lab. Code § 218.6, attorneys' fees & costs pursuant to Cal. Lab. Code § 218.5, and civil
16 penalties pursuant to Cal. Lab. Code §§ 225.5 & 2699.

17 88. WHEREFORE, PLAINTIFFS request relief as hereinafter provided.

18 **SEVENTH CAUSE OF ACTION**

19 **Failure to Provide Accurate Itemized Wage Statements**

20 **(Cal. Lab. Code § 226)**

21 **(By PLAINTIFF, individually and on behalf of the Class, against all DEFENDANTS)**

22 89. PLAINTIFF incorporates by reference and realleges the above paragraphs as
23 though set forth fully herein.

24 90. Cal. Lab. Code § 558.1 renders a person individually liable if they are (1) acting
25 on behalf of an employer and (2) fail to follow wage and hour laws. Persons "acting on behalf of
26 an employer" for the purposes of Cal. Lab. Code § 558.1 include owners, directors, officers, and
27 managing agents. As such, PLAINTIFF prays for judgment against DEFENDANTS' owners,
28 directors, officers, and managing agents yet to be identified.

1 91. Cal. Lab. Code § 226(a) requires employers provide their employees, semi-
2 monthly or at the time of payment of wages, an accurate, written itemized wage statement
3 showing: (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units
4 earned and any applicable piece rate if the employee is paid on a piece rate basis, (4) all
5 deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is
6 paid, (7) the name of the employee and the last four digits of the employee's social security
7 number or some other employee identification number, (8) the name and address of the legal
8 entity that is the employer, and (9) all applicable hourly rates in effect during the pay period, and
9 the corresponding number of hours worked at each hourly rate.

10 92. Cal. Lab. Code § 226(e) provides that an employee suffering injury as a result of
11 a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to
12 recover the greater of all actual damages or \$50 for the initial pay period in which a violation
13 occurs and \$100 per employee for each violation in a subsequent pay period not to exceed
14 \$4,000 in total per employee. Subdivision (e) further provides that an employee is deemed to
15 suffer an injury for purposes of this statute if the employer fails to provide a wage statement, or
16 if the employer fails to provide accurate and complete information as required by one or more of
17 the nine items specified in subdivision (a) and the employee cannot promptly and easily
18 determine, from the provided wage statement alone, gross or net wages earned during the pay
19 period, total hours worked by the employee during the pay period, all hourly rates in effect
20 during the pay period, and the number of hours worked at each hourly rate.

21 93. At all relevant times herein, DEFENDANTS, and each of them, provided
22 PLAINTIFF with wage statements that failed to provide accurate and complete information as to
23 one or more of the nine items specified in Cal. Lab. Code § 226(a) such that PLAINTIFF could
24 not promptly and easily determine, from any such provided wage statements, gross or net wages
25 earned during the pay period, total hours worked by the employee during the pay period, all
26 hourly rates in effect during the pay period, and the number of hours worked at each hourly rate.

27 94. DEFENDANTS' failure to comply with Cal. Lab. Code § 226(a) was knowing
28 and intentional, and as a consequence of said failure, PLAINTIFF suffered injury within the

1 meaning of Cal. Lab. Code § 226(e) such that PLAINTIFF is entitled to recover the greater of all
2 actual damages or \$50 for the initial pay period of non-compliance and \$100 for each
3 subsequent pay period of non-compliance in an amount not to exceed \$4,000.

4 95. DEFENDANTS' failure to comply with Cal. Lab. Code § 226(a) further subjects
5 them to civil penalties pursuant to Cal. Lab. Code §§ 226.3 & 2699.

6 96. Cal. Lab. Code § 226.3 states that an employer who violates Cal. Lab. Code §
7 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an
8 initial citation and \$1,000 per employee for violation in a subsequent citation for which the
9 employer fails to provide the employee a wage statement or fails to keep the records required by
10 Cal. Lab. Code § 226(a). The civil penalties provided in this section are in addition to any other
11 penalty provided by law.

12 97. WHEREFORE, PLAINTIFF requests relief as hereinafter provided.

13 **EIGHTH CAUSE OF ACTION**

14 **Failure to Timely Pay Earned Wages Upon Separation of Employment**

15 **(Cal. Lab. Code §§ 202 & 203; IWC Order 7-2001, § 3)**

16 **(By PLAINTIFF, individually and on behalf of the Class, against all DEFENDANTS)**

17 98. PLAINTIFF incorporates by reference and realleges the above paragraphs as
18 though set forth fully herein.

19 99. Cal. Lab. Code § 558.1 renders a person individually liable if they are (1) acting
20 on behalf of an employer and (2) fail to follow wage and hour laws. Persons "acting on behalf of
21 an employer" for the purposes of Cal. Lab. Code § 558.1 include owners, directors, officers, and
22 managing agents. As such, PLAINTIFF prays for judgment against DEFENDANTS' owners,
23 directors, officers, and managing agents yet to be identified.

24 100. California law requires that all wages owed to an employee be paid at the time of
25 separation of employment, including overtime wages and meal & rest break premiums. *See,*
26 *Naranjo v. Spectrum Security Services, Inc.* (2022) 13 Cal.5th 93; Cal. Lab. Code §§ 203 &
27 510. If an employee quits or resigns without notice to the employer, the employer must make
28 the employee's final payment available within 72 hours. *See* Cal. Lab. Code § 202. However, if

1 the employee provides at least 72-hour notice of his intent to resign, the employer must make
2 final wages available on his last workday. *Id.* Failure to conform to these requirements
3 establishes employer liable for a “waiting-time penalty,” which includes one day of pay at the
4 employee’s regular rate for each day the owed wages go unpaid, up to 30 calendar days. *Id.*

5 101. DEFENDANTS, and each of them, failed to timely pay PLAINTIFF his earned
6 wages, including overtime wages and meal & rest period premium wages, as required by Cal.
7 Lab. Code §§ 202, 226.7, 227.3, & 510 and said failure was willful within the meaning of Cal.
8 Lab. Code § 203.

9 102. PLAINTIFF resigned from employment with DEFENDANTS, and each of them,
10 on November 30, 2023, and provided at least 72-hour notice. At the time of PLAINTIFF’s
11 resignation, DEFENDANTS, and each of them, failed to pay PLAINTIFF all his earned wages,
12 including overtime wages and meal & rest period premium wages.

13 103. As a result, DEFENDANTS, and each of them, are subject to statutory and civil
14 penalties pursuant to Cal. Lab. Code §§ 203 & 2699.

15 104. WHEREFORE, PLAINTIFF requests relief as hereinafter provided.

16 **NINTH CAUSE OF ACTION**

17 **Failure to Keep Required Payroll Records**

18 **(Cal. Lab. Code §§ 226 & 1174)**

19 **(By PLAINTIFF, individually and on behalf of the Class, against all DEFENDANTS)**

20 105. PLAINTIFF incorporates by reference and realleges the above paragraphs as
21 though set forth fully herein.

22 106. Cal. Lab. Code § 558.1 renders a person individually liable if they are (1) acting
23 on behalf of an employer and (2) fail to follow wage and hour laws. Persons “acting on behalf of
24 an employer” for the purposes of Cal. Lab. Code § 558.1 include owners, directors, officers, and
25 managing agents. As such, PLAINTIFF prays for judgment against DEFENDANTS’ owners,
26 directors, officers, and managing agents yet to be identified.

27 107. Cal. Lab. Code § 1174 requires all employers to keep payroll records showing the
28 hours worked daily by and the wages paid to employees employed at their respective plants or

1 establishments for not less than three (3) years.

2 108. DEFENDANTS, and each of them, violated Cal. Lab. Code §§ 226 and 1174 by
3 willfully failing to keep required payroll records showing the actual compensation earned, total
4 deductions taken, and the hours worked on a daily basis by PLAINTIFF.

5 109. DEFENDANTS, and each of them, are, therefore, liable for civil and statutory
6 penalties pursuant to Cal. Lab. Code §§ 226, 1174.5 and 2699.

7 110. WHEREFORE, PLAINTIFF requests relief as hereinafter provided.

8 **TENTH CAUSE OF ACTION**

9 **Unfair Business Practices**

10 **(Cal. Bus. & Prof. Code § 17200, *et seq.*)**

11 **(By PLAINTIFF, individually and on behalf of the Class, against all DEFENDANTS)**

12 111. PLAINTIFF incorporates by reference and realleges the above paragraphs as
13 though set forth fully herein.

14 112. Commissions are wage payments that an employee is entitled to receive by virtue
15 of making sales. *See*, Cal Lab. Code § 200. If an employer can choose to pay or withhold
16 “commission” then it is not a commission, but rather a “discretionary payment” even if it is
17 computed as a percentage of sales or profits. *See*, Cal Lab. Code § 2751. When all or some of an
18 employee’s compensation is based on commissions, California law requires the compensation
19 agreement to be in writing. Cal. Lab. Code § 2751. The agreement must specify the way the
20 commissions will be computed and paid. *Id.* The employee must be provided with a copy of the
21 written commission agreement and the employer must obtain a signed acknowledgment of
22 receipt of the agreement from the employee. *Id.* When the commission agreement expires (e.g.,
23 ends on a date specified in the agreement) and the employee continues to perform services for
24 the employer after the expiration, the terms of the agreement remain in effect until a new
25 contract is executed or the employment is terminated by either party. *Id.*

26 113. Cal. Lab. Code § 2751 carries no private right of action, but it is enforceable as a
27 predicate violation for an Unfair Competition Law claim. *Comin v. International Business*
28 *Machines Corporation*, (N.D. Cal., Feb. 9, 2021, No. 19-CV-07261-JD) 2021 WL 463431. The

1 California Business and Professions Code §§ 17200, *et seq.*, also known as the Unfair
2 Competition Law (“UCL”), defines unfair competition as an “any *unlawful*, unfair or fraudulent
3 business act or practice [...]” (*emphasis added*). The UCL applies to conduct violating state or
4 federal employment laws, including the California Labor Code. For example, an employer's
5 failure to pay required overtime wages constitutes unfair competition because the employer
6 gains an unfair advantage over its competitors who pay overtime. *Cortez v. Purolator Air*
7 *Filtration Products Co.* (2000) 23 Cal.4th 163, 173. Injunction and restitutionary relief
8 (disgorgement of money or property unlawfully obtained) are available in a private action under
9 the UCL. *See, Herr v. Nestle U.S.A., Inc.* (2003) 109 Cal.App.4th 779. These remedies are added
10 to those available under other state or federal laws. *Id.*

11 114. DEFENDANTS, and each of them, have engaged and continue to engage in
12 unfair, unlawful, and/or misleading business practices in California by practicing, employing,
13 and utilizing the employment practices outlined above, inclusive, to wit, by misclassifying their
14 employees as exempt, failing to pay overtime wages, failing to permit and authorize timely rest
15 & meal periods, failing to indemnify employees for necessary business expenses, imposing
16 unlawful wage deductions, and failing to timely pay earned wages upon separation of
17 employment.

18 115. DEFENDANTS' utilization of such unfair and unlawful business practices
19 constitutes unfair and unlawful competition and provides an unfair advantage over
20 DEFENDANTS' competitors.

21 116. PLAINTIFF seeks on his own behalf, and on behalf of the general public and all
22 other aggrieved employees, full restitution of monies as necessary and according to proof, to
23 restore any and all monies withheld, acquired, and/or converted by the DEFENDANTS, and
24 each of them, by means of the unfair practices complained of herein.

25 117. PLAINTIFF seeks on his own behalf, and on behalf of the general public and all
26 other aggrieved employees, an injunction to prohibit DEFENDANTS, and each of them, from
27 continuing to engage in the unfair business practices complained of herein.

28 118. The acts complained about herein occurred within the last four (4) years

1 preceding the filing of the complaint in this action.

2 119. PLAINTIFF is informed and believes, and based thereon alleges, that at all times
3 mentioned herein, DEFENDANTS, and each of them, have engaged in unlawful, deceptive, and
4 unfair business practices as proscribed by California Business and Professions Code § 17200, *et*
5 *seq.*, including those set forth herein above thereby depriving PLAINTIFF, all other aggrieved
6 employees, and other members of the general public the minimum working condition standards
7 and conditions due to them under the California laws and Industrial Welfare Commission wage
8 orders as specifically described therein.

9 120. Additionally, DEFENDANTS, and each of them, are liable for civil penalties
10 pursuant to Cal. Lab. Code §§ 2751 & 2699.

11 121. WHEREFORE, PLAINTIFF requests relief as hereinafter provided.

12 **ELEVENTH CAUSE OF ACTION**

13 **Failure to Timely Produce Payroll Records**

14 **in Violation of Cal. Lab. Code § 226(b) & (c)**

15 **(By PLAINTIFF individually against all DEFENDANTS)**

16 122. PLAINTIFF incorporates by reference and realleges the above paragraphs as
17 though set forth fully herein.

18 123. Cal. Lab. Code § 558.1 renders a person individually liable if they are (1) acting
19 on behalf of an employer, and (2) fail to follow wage and hour laws. Persons “acting on behalf
20 of an employer” for the purposes of Cal. Lab. Code § 558.1 include owners, directors, officers,
21 and managing agents. As such, PLAINTIFF prays for judgment against DEFENDANTS’
22 owners, directors, officers, and managing agents yet to be identified.

23 124. Cal. Lab. Code § 226(b) & (c) require employers who receive a request from an
24 employee to inspect or obtain copies of wage statements, such that are required to be kept in
25 accordance with subdivision (a), to comply with the request as soon as practicable, but no later
26 than 21 calendar days from the date of the request.

27 125. On February 21, 2024, PLAINTIFF’s counsel made requests to DEFENDANTS
28 for PLAINTIFF’s payroll records via Certified U.S. Mail under Cal. Lab. Code § 226(b) & (c).

1 126. On March 13, 2024, DEFENDANTS produced an incomplete compilation of
2 PLAINTIFF’S payroll records. Upon review, PLAINTIFF’s counsel learned that
3 DEFENDANTS failed to PLAINTIFF’s wage statements for payroll periods covering February
4 12 to February 25, 2023, and June 18 to July 1, 2023, hindering its assessment. Per Cal. Lab.
5 Code § 226(a), employers are required to keep a copy of all wage statements for an employee
6 for at least three years.

7 127. As such, DEFENDANTS failed to produce PLAINTIFF’s code-compliant payroll
8 records for inspection within 21 calendar days as required by Cal. Lab. Code § 226(b) and (c).
9 As a proximate result of DEFENDANTS’ failure to timely provide the documents requested,
10 PLAINTIFF is entitled to recover a statutory penalty of \$750 as provided in Cal. Lab. Code
11 Code § 226(f).

12 128. WHEREFORE, PLAINTIFF requests relief as hereinafter provided.

13 **TWELFTH CAUSE OF ACTION**

14 **Failure to Timely Produce Personnel Records**

15 **in Violation of Cal. Lab. Code §§ 432 & 1198.5(a) & (b)**

16 **(By PLAINTIFF individually against all DEFENDANTS)**

17 129. PLAINTIFF incorporates by reference and realleges the above paragraphs as
18 though set forth fully herein.

19 130. Cal. Lab. Code § 558.1 renders a person individually liable if they are (1) acting
20 on behalf of an employer, and (2) fail to follow wage and hour laws. Persons “acting on behalf
21 of an employer” for the purposes of Cal. Lab. Code § 558.1 include owners, directors, officers,
22 and managing agents. As such, PLAINTIFF prays for judgment against DEFENDANTS’
23 owners, directors, officers, and managing agents yet to be identified.

24 131. Cal. Lab. Code § 1198.5(a) & (b) entitle every current and former employee, or
25 his or her representative, the right to receive a copy of the personnel records the employer keeps
26 relating to that employee’s performance or any grievance concerning the employee, within 30
27 calendar days from the employer’s receipt of the written request. The DLSE has stated that
28 “personnel records” also include employment applications, payroll authorization forms,

1 warnings, disciplinary and termination notices, layoff and leave documents, wage attachments,
2 education and training records, performance reviews, and attendance records. Employers are
3 also required to provide an employee with a copy of any instrument that the employee has
4 signed relating to the obtaining or holding of employment upon request. See Cal. Lab. Code §
5 432. Although § 432 does not provide a specific time for compliance with the request, many of
6 the documents signed by an employee are likely also considered personnel records. As such, the
7 time for compliance would be 30 days of the written request by the employee.

8 132. On February 21, 2024, PLAINTIFF's counsel made requests to DEFENDANTS
9 for PLAINTIFF's personnel records under Cal. Lab. Code §§ 1198.5 & 432.

10 133. On March 13, 2024, DEFENDANTS produced the following records: an out-of-
11 date "employee profile" compiled on April 7, 2022 (PLAINTIFF resigned on November 30,
12 2023), an ADP Workforce pay summary for compensation issued on March 3, 2022, a document
13 entitled "Alternate Dispute Resolution Policy," and an Employee Manual Acknowledgment
14 page. These records most assuredly do not include all "personnel records" records that
15 DEFENDANTS are required to retain for four-years by law and do not include employment
16 applications, payroll authorization forms, warnings, disciplinary and termination notices, layoff
17 and leave documents, education and training records, performance reviews, and attendance
18 records which are all considered to be "personnel records" by the Department of Labor
19 Standards Enforcement ("DLSE"). Cal. Gov. Code § 12946.

20 134. As such, DEFENDANTS failed to produce PLAINTIFF's personnel records for
21 inspection within 30 calendar days as required by Cal. Lab. Code § 1198.5(b). As a proximate
22 result of DEFENDANTS' failure to timely provide the documents requested, PLAINTIFF is
23 entitled to recover a statutory penalty of \$750 as provided in Cal. Lab. Code § 1198.5(k).

24 135. WHEREFORE, PLAINTIFF requests relief as hereinafter provided.

25 **THIRTEENTH CAUSE OF ACTION**

26 **Failure to Timely Pay Wages During Employment**

27 **(Cal. Lab. Code §§ 204 & 210)**

28 **(By PLAINTIFF, individually and on behalf of the Class, against all DEFENDANTS)**

1 136. PLAINTIFF incorporates by reference and realleges the above paragraphs as
2 though set forth fully herein.

3 137. Cal. Lab. Code § 558.1 renders a person individually liable if they are (1) acting
4 on behalf of an employer and (2) fail to follow wage and hour laws. Persons “acting on behalf of
5 an employer” for the purposes of Cal. Lab. Code § 558.1 include owners, directors, officers, and
6 managing agents. As such, PLAINTIFF prays for judgment against DEFENDANTS’ owners,
7 directors, officers, and managing agents yet to be identified.

8 138. Cal. Lab. Code § 204 requires employers to pay wages to their employees on
9 regular paydays designated in advance. Wages earned between the 1st and 15th day of any
10 month must be paid between the 16th and 26th day of the same month, and wages earned
11 between the 16th and last day of any month must be paid between the 1st and 10th day of the
12 following month. For commissioned employees, Cal. Lab. Code § 204 requires that all wages be
13 paid at least twice during each calendar month on days designated in advance by the employer.
14 Failure to pay wages on a regular payday constitutes a violation of Cal. Lab. Code § 204 and
15 subjects the employer to civil penalties under Cal. Lab. Code § 210.

16 139. Cal. Lab. Code § 210 provides for civil penalties for failure to pay wages in
17 accordance with Cal. Lab. Code § 204, including \$100 for the initial violation and \$200 per
18 employee for each subsequent violation, plus 25% of the amount unlawfully withheld.

19 140. At all relevant times herein, DEFENDANTS, and each of them, failed to timely
20 pay PLAINTIFF and all Class Members all wages due and owing on each regular payday as
21 required by Cal. Lab. Code § 204, including but not limited to overtime wages, meal period
22 premium wages, rest period premium wages, and minimum wages, on the designated paydays
23 when such wages were earned and due. DEFENDANTS’ failure to timely pay such wages on
24 each regular payday constitutes a violation of Cal. Lab. Code § 204 for each pay period in which
25 wages were not timely paid.

26 141. As a result of DEFENDANTS’ failure to timely pay wages on each regular
27 payday, PLAINTIFF and Class Members are entitled to recover civil penalties pursuant to Cal.
28 Lab. Code §§ 210 & 2699, attorneys’ fees and costs, and all other relief permitted by law.

1 142. WHEREFORE, PLAINTIFF requests relief as hereinafter provided.

2 **FOURTEENTH CAUSE OF ACTION**

3 **Failure to Pay Vested Vacation Wages Upon Separation**

4 **(Cal. Lab. Code § 227.3)**

5 **(By PLAINTIFF, individually and on behalf of the Class, against all DEFENDANTS)**

6 143. PLAINTIFF incorporates by reference and realleges the above paragraphs as
7 though set forth fully herein.

8 144. Cal. Lab. Code § 558.1 renders a person individually liable if they are (1) acting
9 on behalf of an employer and (2) fail to follow wage and hour laws. Persons “acting on behalf of
10 an employer” for the purposes of Cal. Lab. Code § 558.1 include owners, directors, officers, and
11 managing agents. As such, PLAINTIFF prays for judgment against DEFENDANTS’ owners,
12 directors, officers, and managing agents yet to be identified.

13 145. Cal. Lab. Code § 227.3 provides that, unless otherwise provided by a collective
14 bargaining agreement, an employer shall pay an employee who is terminated or resigns, all
15 vested vacation wages that have accrued and are unused as of the date of separation. Vacation
16 pay, once vested, is considered earned wages under California law and may not be forfeited. An
17 employer’s policy that provides for forfeiture of accrued vacation upon termination violates Cal.
18 Lab. Code § 227.3.

19 146. At all relevant times herein, DEFENDANTS, and each of them, maintained
20 vacation and/or paid time off policies applicable to PLAINTIFF and Class Members. Upon
21 separation of employment, DEFENDANTS, and each of them, failed to pay PLAINTIFF and
22 Class Members all accrued and unused vacation wages as required by Cal. Lab. Code § 227.3,
23 including by subjecting PLAINTIFF and Class Members to unlawful vacation forfeiture policies
24 and/or by failing to include accrued and unused vacation pay in final paychecks.

25 147. As a result of DEFENDANTS’ failure to pay all accrued and unused vacation
26 wages upon separation of employment, PLAINTIFF and Class Members are entitled to recover
27 the unpaid vacation wages, interest thereon, waiting time penalties pursuant to Cal. Lab. Code §
28 203, civil penalties pursuant to Cal. Lab. Code §§ 227.3 & 2699, attorneys’ fees and costs, and

1 all other relief permitted by law.

2 148. WHEREFORE, PLAINTIFF requests relief as hereinafter provided.

3 **FIFTEENTH CAUSE OF ACTION**

4 **Failure to Provide Paid Sick Leave**

5 **(Cal. Lab. Code §§ 248.1, 248.5 & 248.6)**

6 **(By PLAINTIFF, individually and on behalf of the Class, against all DEFENDANTS)**

7 149. PLAINTIFF incorporates by reference and realleges the above paragraphs as
8 though set forth fully herein.

9 150. Cal. Lab. Code § 558.1 renders a person individually liable if they are (1) acting
10 on behalf of an employer and (2) fail to follow wage and hour laws. Persons “acting on behalf of
11 an employer” for the purposes of Cal. Lab. Code § 558.1 include owners, directors, officers, and
12 managing agents. As such, PLAINTIFF prays for judgment against DEFENDANTS’ owners,
13 directors, officers, and managing agents yet to be identified.

14 151. Cal. Lab. Code §§ 248.1, 248.5, and 248.6 impose obligations on employers to
15 provide employees with paid sick leave and COVID-19 supplemental paid sick leave. Cal. Lab.
16 Code § 248.5 provides that any employer who violates the paid sick leave provisions is subject
17 to civil penalties. An employer who fails to provide required paid sick leave, or who retaliates
18 against an employee for using paid sick leave, is liable for the full amount of the sick leave
19 wrongfully withheld, valued at the employee’s regular rate of pay, reinstatement and additional
20 paid sick days, and civil penalties.

21 152. At all relevant times herein, DEFENDANTS, and each of them, failed to provide
22 PLAINTIFF and Class Members with all paid sick leave and/or COVID-19 supplemental paid
23 sick leave to which they were entitled under Cal. Lab. Code §§ 248.1, 248.5, and/or 248.6.
24 DEFENDANTS, and each of them, failed to properly accrue, track, and/or pay required sick
25 leave, and/or subjected PLAINTIFF and Class Members to unlawful deductions from sick leave
26 balances, including but not limited to the unlawful wage deductions described herein, in
27 violation of California law.

28 153. As a result of DEFENDANTS’ failure to provide paid sick leave as required by

1 Cal. Lab. Code §§ 248.1, 248.5, and 248.6, PLAINTIFF and Class Members are entitled to
2 recover civil penalties pursuant to Cal. Lab. Code §§ 248.5 & 2699, the value of any sick leave
3 wrongfully withheld at the employee's regular rate of pay, attorneys' fees and costs, and all
4 other relief permitted by law.

5 154. WHEREFORE, PLAINTIFF requests relief as hereinafter provided.

6 **PRAYER**

7 WHEREFORE, PLAINTIFF hereby prays that the Court enter judgment on behalf of
8 PLAINTIFF, all Proposed Class Members, and all other aggrieved employees and against
9 DEFENDANTS, and each of them, as follows:

- 10 (a) For unpaid wages owed to PLAINTIFF and interest thereon pursuant to
11 Cal. Lab. Code §§ 218.6 & 1194, as follows:
- 12 (i) Overtime wages pursuant to Cal. Lab. Code § 510 & IWC Order 7-
13 2001 § 3;
- 14 (ii) Rest period premium wages pursuant to Cal. Lab. Code § 226.7 &
15 IWC Order 7-2001 § 12;
- 16 (iii) Meal period premium wages pursuant to Cal. Lab. Code § 226.7 &
17 IWC Order 7-2001 § 11; and
- 18 (iv) Liquidated damages pursuant to Cal. Lab. Code § 1194.2;
- 19 (b) For unreimbursed business expenses incurred by PLAINTIFF and interest
20 thereon, pursuant to Cal. Lab. Code § 2802 and IWC Order 7-2001 § 9;
- 21 (c) For statutory penalties due to DEFENDANTS' failure to provide
22 PLAINTIFF with complete and accurate itemized wage statements
23 pursuant to Cal. Lab. Code § 226(e);
- 24 (d) For civil penalties payable to PLAINTIFF, all other aggrieved employees,
25 and the State for the following violations:
- 26 (i) Pursuant to Cal. Lab. Code §§ 558 & 2699 and IWC Order 7-2001 §
27 20 for DEFENDANTS' overtime, rest period, and meal period
28 violations;

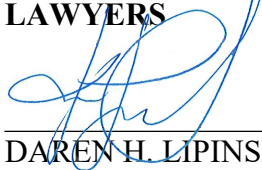
- 1 (ii) Pursuant to Cal. Lab. Code § 210 for DEFENDANTS' failure to pay
2 rest period premiums, meal period premiums, and overtime wages
3 on the pay days when such wages were due under Cal. Lab. Code §
4 204;
- 5 (iii) Pursuant to Cal. Lab. Code §§ 226.3 & 2699 for DEFENDANTS'
6 failure to provide employees with wage statements that comply with
7 the requirements of Cal. Lab. Code § 226(a); and
- 8 (iv) Pursuant to Cal. Lab. Code §§ 1197.1, 2802, & 2699(f) for
9 DEFENDANTS' failure to reimburse for necessary business
10 expenses as required by Cal. Lab. Code § 2802;
- 11 (v) Pursuant to Cal. Lab. Code §§ 225.5 & 2699 for DEFENDANTS'
12 unlawful wage deductions in violation of Cal. Lab. Code § 221;
- 13 (vi) Pursuant to Cal. Lab. Code § 2699 for DEFENDANTS' failure to
14 timely pay earned wages due upon separation of employment;
- 15 (vii) Pursuant to Cal. Lab. Code §§ 1174.5 and 2699 for DEFENDANTS'
16 failure to provide keep required payroll records for at least three (3)
17 years; and
- 18 (viii) Pursuant to Cal. Lab. Code § 2699 for DEFENDANTS' violations
19 of Cal. Lab. Code 2751;
- 20 (e) For DEFENDANTS' failure to pay all accrued and unused vacation wages
21 upon separation of employment, together with waiting time penalties
22 pursuant to Cal. Lab. Code §§ 203, 227.3 & 2699 f;
- 23 (f) Pursuant to Cal. Lab. Code §§ 248.5 & 2699 for DEFENDANTS' failure
24 to provide paid sick leave and/or COVID-19 supplemental paid sick leave
25 as required by Cal. Lab. Code §§ 248.1, 248.5 & 248.6, together with the
26 value of sick leave wrongfully withheld at each employee's regular rate of
27 pay;
- 28

- 1 (g) For accrued and unused vacation wages owed to PLAINTIFF and Class
2 Members at the time of separation of employment, pursuant to Cal. Lab.
3 Code § 227.3;
- 4 (h) For an accounting, under administration of PLAINTIFF and subject to
5 Court review;
- 6 (i) That DEFENDANTS be ordered and enjoined to pay restitution to
7 PLAINTIFF due to DEFENDANTS' unlawful activities and disgorgement
8 of ill-gotten profits pursuant to Cal. Bus & Prof. Code §§ 17200, *et seq.*;
- 9 (j) For all penalties permitted by the California Labor Code;
- 10 (k) For such pre- & post-judgment interest at the legal rate;
- 11 (l) For reasonable attorneys' fees and costs of suit pursuant to Cal. Lab. Code
12 §§ 218.5, 218.6, 226(e), 1193.6, 1194, & 2802 and Cal. Civ. Code §
13 1021.5;
- 14 (m) For punitive damages in an amount to be determined according to proof at
15 trial;
- 16 (n) For all penalties permitted under California's PAGA statute (Cal. Lab.
17 Code §§ 2698, *et seq.*);
- 18 (o) For a declaration of the rights and interests of the parties; and
- 19 (p) For such other and further relief, in law or equity, as the Court deems just
20 and proper.
21

22 Dated: June 12, 2026

**RIZIO LIPINSKY HEITING, PC;
KINGSLEY SZAMET
LAWYERS**

EMPLOYMENT

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DAREN H. LIPINSKY
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KEVIN E. COLLINS
KELSEY M. SZAMET

1 Attorneys for PLAINTIFF, MOUSTAFA IMAM, as
2 an individual and on behalf of all others similarly
3 situated.

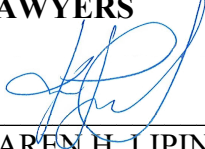
4 **DEMAND FOR JURY TRIAL**

5 PLAINTIFF hereby requests a trial by jury on all applicable claims.

6 Dated: June 9, 2026

**RIZIO LIPINSKY HEITING, PC;
KINGSLEY SZAMET
LAWYERS**

EMPLOYMENT

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8 
9 _____
10 DAREN H. LIPINSKY
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12 KEVIN E. COLLINS
13 KELSEY M. SZAMET

14 Attorneys for PLAINTIFF, MOUSTAFA IMAM, as
15 an individual and on behalf of all others similarly
16 situated.
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EXHIBIT “A”



RIZIO LIPINSKY HEITING

PERSONAL INJURY & EMPLOYMENT LAWYERS

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May 14, 2024

California Labor & Workforce Development Agency
800 Capitol Mall, Suite 5000 (MIC-55)
Sacramento, CA 95814

Re: *Moustafa Imam v. Hyde Park of Newport Beach, LLC, et al.*
PAGA Notice

To Whom It May Concern:

Notice is hereby provided, as required by California Labor Code § 2699, et seq. ("The Private Attorneys General Act" or "PAGA"), by Mr. Moustafa Imam (hereinafter "Mr. Imam") on behalf of himself and all other similarly situated current and former individuals (hereinafter "similarly situated employees") employed by Hyde Park of Newport Beach, LLC doing business as Hyde Park Jewelers, Hyde Park, Inc., Hyde Park Operating, LLC, Govberg LLC, Damon A. Gross, and Daniel Govberg (hereinafter collectively referred to as "Employers"). Mr. Imam, on behalf of himself and similarly situated employees, (1) alleges that Employers have violated and continue to violate provisions of the California Labor Code and wage orders promulgated thereunder by the Industrial Welfare Commission, (2) intends to file a PAGA representative action against Employers based on said violations, and (3) seeks to recover civil penalties assessable and collectible by the Labor Commissioner.

LABOR CODE VIOLATIONS AND CIVIL PENALTIES

The Employers' actions are subject to civil penalties as provided by various provisions of the California Labor Code, including, but not limited to, Labor Code §§ 210, 225.5, 226.3, 248.5, 558, 1174.5, 1197.1, 2699, and 2802. The specific provisions of the California Labor Code alleged to have been violated, and the facts and theories which support said alleged violations are described below.

FACTS & THEORIES SUPPORTING LABOR CODE VIOLATIONS

Mr. Imam worked as a sales professional for Employers from approximately July 20, 2021, through November 30, 2023.

Based on information and belief, Mr. Imam and similarly situated employees were subject to unpaid wages resulting in several Labor Code violations. Employers misclassified Mr. Imam and similarly situated employees as exempt under the "commission sales exemption," recognized under Wage Order 7-2001, § 3(D), and, as a result, failed to pay overtime wages in

violation of Cal. Lab. Code §§ 204, 510, 558, 1194, & 1194.2 and Wage Order 7-2001, § 3. Employers also failed to provide uninterrupted meal and rest breaks and, further, did not compensate said employees for one additional hour of pay at their regular rate of compensation (“meal & rest break premiums”) for each day on which they were denied timely, uninterrupted meal and rest breaks in violation of Cal. Lab. Code §§ 226.7 & 512 and Wage Order 7-2001, §§ 11 & 12.

Based on information and belief, Mr. Imam and similarly situated employees were also subject to Labor Code violations concerning earned & accrued vacation and sick hours. Employers deducted wages from paychecks without express written agreement to setoff allegedly overdrawn vacation and sick hours paid out in prior periods in violation of Cal. Lab. Code §§ 221, 224, & 225.5. Employers failed to provide mandatory sick leave for COVID-19 in violation of Cal. Lab. Code §§ 248.1, 248.5, & 248.6 by depleting earned & accrued vacation hours to cover leave. Since Employers improperly depleted vacation hours to cover COVID-19 medical leave, then they also failed to pay said vacation hours at separation of employment in violation of Cal. Lab. Code § 227.3.

As a result of the unpaid wage violations cited above, Employers maintained and issued inaccurate and, therefore, non-compliant wage statements to Mr. Imam and similarly situated employees that did not include overtime wages, meal & rest break premiums, and wages improperly deducted in violation of Cal. Lab. Code §§ 226, 226.3, 1174, & 1174.5. Since Employers also failed to pay said employees the wages cited above at separation of employment then they violated Cal. Lab. Code §§ 201-203 & 510.

Next, based on information and belief, Employers violated Cal. Lab. Code §§ 2802 & 2751 when they (1) failed to reimburse Mr. Imam and similarly situated employees for necessary business expenses, including cell phone service costs despite relying on each to conduct business via their cell phones, and (2) failed to establish a written commission agreement with said employees specifying the way commissions would be computed and paid, which may have resulted in unpaid commissions and other unfair business practices.

Finally, Employers failed to provide timely personnel and payroll records in violation of Cal. Lab Code §§ 226, 432, & 1198.5.

Based upon information and belief, the violations stated above occurred or have been occurring since at least one year prior to the date of this letter.

REQUEST FOR FURTHER NOTICE

Please take further notice that Mr. Imam, on behalf of himself and similarly situated employees, will assert claims against certain officers, owners, directors, and managing agents of

Employers, and/or certain agents and employees of another person or entity acting on behalf of Employers, for their personal and individual liability for PAGA penalties, as provided by Labor Code §§ 558, 558.1, and 1197.1. Said individuals are identified as follows:

Damon A. Gross, CEO of Hyde Park Jewelers; and

Daniel Govberg, CEO of Govberg LLC, Managing Agent of Hyde Park Operating, LLC.

There may be additional individuals who have personal liability for PAGA penalties as provided by Labor Code §§ 558, 558.1 and 1197.1, whose identities are presently unknown to Mr. Imam, and Mr. Imam reserves the right to add such individuals to his claim once their identities become known.

REQUEST FOR INVESTIGATION

Accordingly, Mr. Imam, on behalf of himself and similarly situated employees, requests that the Labor and Workforce Development Agency investigate the aforementioned violations or notify us of its intent not to investigate them. Upon receiving notice that this Agency does not intend to investigate the alleged violations, or, if no notice is provided within 65 calendar days of the postmark date of this letter, Mr. Imam will file a representative PAGA action against Employers.

Thank you for your time and consideration.

Respectfully,

RIZIO LIPINSKY HEITING, PC



KEVIN E. COLLINS

KEC/mes

cc (via certified mail):

Hyde Park of Newport Beach, LLC dba Hyde Park Jewelers (Incl. Hyde Park, Inc. Hyde Park Operating, LLC, Damon A. Gross, & Govberg LLC)
3000 East 1st Avenue, Suite 243
Denver, CO 80206



California Labor & Workforce Development Agency

In re: Hyde Park of Newport Beach, LLC

May 14, 2024

Page 4

Govberg LLC (Incl. Daniel Govberg)
166 East Levering Mill Road
Bala Cynwyd, PA 19004

Hyde Park of Newport Beach, LLC
Agent for Service: Becky DeGeorge
2710 Gateway Oaks Drive,
Sacramento, CA 95833

Hyde Park, Inc.
Agent for Service: Jill A. Lucero
817 Newport Drive
Newport Beach, CA 92660