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Attorneys for Plaintiff
NAGINA HAMID

Assigned for All Purposes:
Judge Randall J. Sherman
Dept. CX105

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

NAGINA HAMID, individually and on
behalf of all current and former similarly
situated employees in the State of California,

Plaintiff,

v.

MAGIC ELITE BASKETBALL, INC., a
California Corporation; SEAN SARGEANT,
an individual; and DOES 1 to 50, inclusive.

Defendants.

CASE NO.: 30-2024-01406325-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:
CLASS AND REPRESENTATIVE ACTION
COMPLAINT FOR:
1. FAILURE TO PAY WAGES FOR ALL HOURS WORKED; INCLUDING OVERTIME WAGES (VIOLATION OF CALIFORNIA LABOR CODE §§ 510, 1194, 1198; IWC WAGE ORDER NO.4.);
2. FAILURE TO PROVIDE MEAL PERIODS (VIOLATION OF IWC WAGE ORDER 4-2001, CAL. LAB. CODE §§ 226.7, 512);
3. FAILURE TO AUTHORIZE AND PERMIT REST BREAKS (VIOLATION OF IWC WAGE ORDER 4-2001, CAL. LAB. CODE § 226.7);
4. VIOLATION OF CALIFORNIA LABOR CODE § § 1182.12, 1194, 1197, 1197.1, AND 1198—UNPAID MINIMUM WAGES;
5. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS (VIOLATION OF CALIFORNIA LABOR CODE §§ 226(a), 1174(d), and 246(i));
6. WAITING TIME PENALTIES (VIOLATION OF CALIFORNIA LABOR CODE § § 201, 202, 203);
7. FAILURE TO PAY ALL WAGES

1) **TIMELY DURING EMPLOYMENT IN**
2) **VIOLATION OF LABOR CODE § 204,**
3) **210, 215;**

4) **8. FAILURE TO INDEMNIFY FOR**
5) **EXPENDITURES INCURRED IN**
6) **DISCHARGE OF DUTIES (CAL. LAB.**
7) **CODE § 2802);**

8) **9. UNFAIR BUSINESS PRACTICES IN**
9) **VIOLATION OF CALIFORNIA**
10) **BUSINESS AND PROFESSIONS**
11) **CODE §§ 17200-17208;**

12) **10. FAILURE TO PROVIDE PERSONNEL**
13) **RECORDS (CAL. LAB CODE §**
14) **1198.5);**

15) **11. INJUNCTIVE RELIEF;**

16) **12. PENALTIES, PURSUANT TO LABOR**
17) **CODE § 2699 FOR VIOLATIONS OF**
18) **LABOR CODE §§ 200, 510, 1198, 558,**
19) **1194, 226.7, 512, 201, 202, 203, 204, 210,**
20) **226, 226.3, 246, 246.5(a), 247.5, 233,**
21) **2802, and 2810.5.**

22) **UNLIMITED JURISDICTION**

23) **REQUEST FOR JURY TRIAL**
24)
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27)
28)

INTRODUCTION

1. This is a class action and Representative Action, pursuant to California Code of Civil Procedure § 382 and the Labor Code Private Attorney General Act 2004 (“PAGA”), California Labor Code § 2698 *et seq.* brought by Plaintiff NAGINA HAMID, (“PLAINTIFF”) on behalf of herself and all others similarly situated current and former employees in the State of California, and the general public (hereinafter the “CLASS”) hereby alleges and complaints against defendants MAGIC ELITE BASKETBALL, INC. a California Corporation; SEAN SARGEANT; and DOES 1-50 (hereinafter collectively referred to as “DEFENDANTS”) to recover, damages, restitution, injunctive relief, civil and statutory penalties for failure to comply with various California Labor Code sections and the Industrial Welfare Commission Wage Orders 7-2001, (“IWO 7”), interest, attorneys’ fees, and costs and any other appropriate relief for DEFENDANTS’ violations of laws.

THE PARTIES

A. Plaintiff

1. PLAINTIFF is a resident of the State of California, County of Orange who began working for DEFENDANTS from approximately December 2021 to April 2024. PLAINTIFF was classified as a non-exempt, hourly paid employee who worked for DEFENDANTS in Laguna Hills, California.

B. Defendants

2. At all relevant times alleged herein, PLAINTIFF is informed and believes, and thereon alleges that MAGIC ELITE BASKETBALL, INC., (“MAGIC ELITE”) is, and at all times relevant hereto was, a California Corporation, authorized to conduct business in the State of California and does conduct business in the State of California, including the County of Orange. MAGIC ELITE prepares youth athletes for competitive high school basketball. MAGIC ELITE hires basketball coaches to train youth athletes throughout California, including the County of Orange.

3. PLAINTIFF is informed and believes, and thereon alleges that MAGIC ELITE holds coaches as representation of the MAGIC ELITE program and are responsible for modeling MAGIC ELITE’s values and brand. They are expected to be knowledgeable in the program’s strategies and unique coaching methods. Coaches are required to assist the head coach with daily practices and weekend tournaments. MAGIC ELITE prides itself that its program and style of play to have proven more effective than the traditional league format at developing competitive athletes, maintaining enthusiasm for basketball, and balancing teams and gameplay experiences.

4. PLAINTIFF is informed and believes, and thereon alleges that MAGIC ELITE determines assignment or re-assignments of the PLAINTIFF and the CLASS; retains the authority to assign or reassign the PLAINTIFF and the CLASS to various tournaments; sets the rate of pay for the PLAINTIFF and the CLASS; pays PLAINTIFF and the CLASS from its own account; and retains the right to hire and terminate the PLAINTIFF and the CLASS.

5. PLAINTIFF is informed and believes, and thereon alleges that SEAN SARGEANT (“SARGEANT”) is a resident of the State of California, County of Orange. PLAINTIFF is

1 informed and believes, and based thereon allege, that Defendant SARGEANT is the Chief
2 Executive Officer of MAGIC ELITE that directly oversees and controls MAGIC ELITE's
3 operation and exercised significant control over DEFENDANTS' employees' overall terms and
4 conditions of employment.

5 6. PLAINTIFF is informed and believes, and based thereon alleges, that SARGEANT
6 permitted, authorized, approved, and ratified the wrongful acts and practices against the
7 PLAINTIFF and the CLASS while overseeing MAGIC ELITE's operation in California.

8 7. PLAINTIFF is informed and believes, and based thereon alleges, that SARGEANT had
9 the authority to hire, and terminate the PLAINTIFF and the other CLASS members; to set work
10 rules and conditions governing PLAINTIFF and the CLASS.

11 8. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
12 PLAINTIFF therefore PLAINTIFF sues said DOE defendants by fictitious names. PLAINTIFF
13 will amend this Complaint to show their true names and capacities when they have been
14 ascertained. The defendants, and each of them, were alter egos of each other and/or engaged in a
15 joint enterprise with each other.

16 9. PLAINTIFF is informed and believes, and based thereon alleges that MAGIC
17 ELITE has engaged in unlawful conduct violating numerous California Labor Codes. Additionally,
18 all of the Defendants were joint employers of the PLAINTIFFS. Hereinafter in this Complaint,
19 unless otherwise specified, reference to DEFENDANTS, shall refer to MAGIC ELITE,
20 SARGEANT, and DOES 1-50, and each of them.

21 10. PLAINTIFFS is informed and believes, and based thereon alleges that at all times
22 herein mentioned, that each of the DEFENDANTS is liable as an "employer" and/or "person" for
23 the claims asserted in this Complaint, including but not limited to, under Labor Code § 558.1 and
24 §18.

25 11. At all relevant times herein, PLAINTIFF was employed by DEFENDANTS under
26 employment agreements that were partly written, partly oral, and partly implied. In perpetrating
27 the acts and omissions alleged herein, DEFENDANTS, and each of them, acted pursuant to and in
28 furtherance of their policies and practices, *inter alia*, of failing to pay PLAINTIFF and the Class for

1 all for all hours worked including overtime and double time; failing to pay PLAINTIFF and the
2 Class for paid sick leave at the employee's regular rate of pay; failing to pay PLAINTIFF and the
3 Class for one additional hour of pay at the employee's regular rate of compensation for each
4 workday that the meal and rest period was not provided; failing to pay PLAINTIFF and the Class
5 for bonuses promised; failing to pay for referrals made by coaches; failing to provide wage
6 statements, let alone accurate itemized wage statements for each pay period; failing to timely pay
7 wages; failing to pay wages upon termination of employment; and failing to pay split shift
8 premiums.

9 12. PLAINTIFF is informed and believes, and based thereon alleges that at all times
10 relevant herein, each of the DEFENDANTS named herein was an employer, was the principle,
11 agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent
12 corporation, successor in interest and/or predecessor in interest of each of the other
13 DEFENDANTS named herein, and, in doing the acts and in carrying out the wrongful conduct
14 alleged herein, was engaged with some or all of the other DEFENDANTS in a joint enterprise for
15 profit, and bore such other relationships to some or all of the other DEFENDANTS so as to be
16 liable for their conduct with respect to the matters alleged in this Complaint. PLAINTIFF is
17 further informed and believes and thereon alleges that each of the DEFENDANTS acted pursuant
18 to and within the scope of the relationships alleged above, and that at all relevant times, each of the
19 DEFENDANTS knew or should have known about, authorized, ratified, adopted, approved,
20 controlled, aided and abetted the conduct of all other DEFENDANTS.

21 13. At all times mentioned herein, each of the DEFENDANTS was the co-conspirator,
22 agent, servant, employee, and/or joint venturer of each of the other DEFENDANTS and was acting
23 within the course and scope of said conspiracy, agency, employment, and/or joint venture and with
24 the permission and consent of each of the other DEFENDANTS.

25 14. PLAINTIFF is informed and believes and thereon alleges that each and every acts
26 and omissions alleged herein were performed by, and/or attributable to, all DEFENDANTS, each
27 acting as agents and/or employees, and/or under the directions and control of each of the other
28

1 DEFENDANTS, and that said acts and failure to act were within the course and scope of said
2 agency, employment and/or directions and control.

3 15. As a direct and proximate result of the unlawful actions of DEFENDANTS,
4 PLAINTIFF and the Class have suffered and continue to suffer from loss of earnings in amounts as
5 yet unascertained, but subject to proof at trial and within the jurisdiction of this Court.

6 **JURISDICTION**

7 16. This Court is the proper court, and this action is properly filed in the Superior Court
8 of the State of California, County of Orange, because DEFENDANTS operate and transact
9 business in the County of Orange. Specifically, PLAINTIFF worked for DEFENDANTS in the
10 County of Orange, including but not limited to their Laguna Hills location, and because
11 DEFENDANTS' illegal policies and practices, which are the subject of this action, were applied to
12 the PLAINTIFF and members of the CLASS in the County of Orange.

13 17. There is no federal question at issue as Wage and Hour protections and remedies
14 related thereto are based solely on California Law and Statutes, including Labor Code, Civil Code
15 and IWC Wage Order(s). Also, the Ninth Circuit has held that, for purposes of establishing federal
16 diversity jurisdiction, penalties pursuant to the Private Attorneys General Action of 2004 may not
17 be aggregated. *Urbino v. Orkin Servs. Of California, Inc.*, 726 F.3d 1118, 1122 (9th Cir. 2013).

18 **PLAINTIFF EXHAUSTED HIS ADMINISTRATIVE REMEDIES**

19 18. PLAINTIFF met all the jurisdictional requirements of proceeding with claims for civil
20 penalties under the Labor Code Private Attorney's General Act ("PAGA"), codified at Labor Code,
21 Section 2698 et seq. by timely giving written notice in the manner required by Labor Code §
22 2699.3 at the time of filing. Specifically, on June 13, 2024, PLAINTIFF exhausted her
23 administrative remedies by notifying DEFENDANTS via certified U. S. Mail, and by online filing
24 to Labor and Workforce Development Agency ("LWDA") (a true and correct copy is attached and
25 incorporated herein as Exhibit "1"). Once sixty-five (65) days elapses after PLAINTIFF'S
26 notification and PLAINTIFF'S counsel receives no notice from LAWDA stating their intention to
27 investigate or prosecute the claims, PLAINTIFF will amend this Complaint to add a cause of action
28 for PAGA.

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FACTUAL BACKGROUND

19. This is a Class Action and Representative Action, brought pursuant to California Code of Civil Procedure §382, California Business and Professions Code § 17200 *et seq.*, and the PAGA, California Labor Code § 2698 *et seq.*; *Aris v. Superior Court* (2009) 46 Cal.4th 969, 980-981. PAGA permits an “aggrieved employee” to bring a lawsuit on behalf of himself/herself and other current and former employees to address an employer’s violations of the California Labor Code. PLAINTIFF is an aggrieved employee, within the meaning of the statute, who brings this action on behalf of herself and other current and former employees of DEFENDANTS to address DEFENDANTS’ violations of the California Labor Code.

20. DEFENDANTS hired the PLAINTIFF on or about December 2021 to provide basketball coaching services to MAGIC ELITE’s clients and required PLAINTIFF and the CLASS to work for DEFENDANTS promising them payment of hourly wages. PLAINTIFF was promised \$30.00 per hour on a W2 basis; however, DEFENDANTS intentionally failed to pay the PLAINTIFF and the CLASS despite repeated attempts by the PLAINTIFF seeking payment for his earned wages. Defendants would retroactively change the rate of pay for PLAINTIFF and the CLASS paying PLAINTIFF \$20.00 per hour instead of \$30.00 per hour.

21. DEFENDANTS also promised the PLAINTIFF and the CLASS that they would receive a non-discretionary bonus. PLAINTIFF was entitled to receive her bonus, which she did not receive.

22. PLAINTIFF was also promised payment for the time spent corresponding with DEFENDANTS’ clients while not on the field, however, PLAINTIFF did not receive any such payments.

23. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS knew or should have known that PLAINTIFF and CLASS were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done. In violation of the California Labor Code, PLAINTIFF and CLASS were not paid at least minimum wages for work done because DEFENDANTS failed to compensate the PLAINTIFF and the CLASS for all hours worked.

1 24. DEFENDANTS are well aware of the number of hours worked by the PLAINTIFF
2 and the CLASS because DEFENDANTS required the PLAINTIFF and the CLASS to arrive at
3 work at least 30 minutes before the start time. Also, when PLAINTIFF and the CLASS reported
4 to the designated work location per the DEFENDANTS' direction, DEFENDANTS would be
5 required to work split shift, but did not receive split shift premium.

6 25. PLAINTIFF and the CLASS were not reimbursed for the use of their personal cell
7 phones, which they were required to use by the DEFENDANTS, to communicate with
8 DEFENDANTS' clients.

9 26. DEFENDANTS also failed to properly calculate PLAINTIFF'S regular rate of pay
10 for purposes of overtime compensation because the value of the non-discretionary bonuses were
11 not included in the calculation of the PLAINTIFF'S regular rate of pay in violation of Cal. Lab.
12 Code § 510.

13 27. Additionally, DEFENDANTS failed to pay PLAINTIFF and the Class for paid sick
14 leave at the employee's regular rate of pay regular rate of pay, which includes hourly and non-
15 hourly pay, such as non-discretionary bonuses. The amount of earned but unpaid bonuses that the
16 PLAINTIFF was entitled to receive constitute "wages" within the meaning of § 200 of the
17 California Labor Code because PLAINTIFF was promised additional compensation as an incentive
18 for the performance of such services to the benefit of the DEFENDANTS. DEFENDANTS
19 unjustly reaped the benefits of the services and labor performed by PLAINTIFF but failed to pay
20 him for her labor.

21 28. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
22 knew or should have known that PLAINTIFF and CLASS were entitled to meal periods in
23 accordance with the Labor Code or payment of one (1) additional hour of pay at their regular rates
24 of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and
25 that PLAINTIFF and CLASS were not provided with all meal periods or payment of one (1)
26 additional hour of pay at their regular rates of pay when they did not receive a timely,
27 uninterrupted, thirty (30) minute meal period.

28 29. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS

1 knew or should have known that PLAINTIFF and the CLASS were entitled to rest periods in
2 accordance with the Labor Code and applicable IWC Wage Order or payment of one (1) additional
3 hour of pay at their regular rates of pay when they were not provided with a compliant rest period
4 and that PLAINTIFF and CLASS were not provided compliant rest periods or payment of one (1)
5 additional hour of pay at their regular rates of pay when they were not provided a compliant rest
6 period.

7 30. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
8 knew or should have known that PLAINTIFF and the CLASS were entitled to receive complete
9 and accurate wage statements in accordance with California law. In violation of the California
10 Labor Code, PLAINTIFF and the CLASS were not provided complete and accurate wage
11 statements.

12 31. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
13 knew or should have known that they had a duty to maintain accurate and complete payroll records
14 in accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly, and
15 intentionally failed to do so.

16 32. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
17 knew or should have known that PLAINTIFF and the CLASS were entitled to timely payment of
18 all wages earned during their employment and upon termination of employment. In violation of the
19 California Labor Code, PLAINTIFF and the CLASS did not receive payment of all wages due,
20 including, but not limited to, off the clock work, bonuses, split shift premium, overtime wages,
21 minimum wages, and meal and rest period premiums, within permissible time periods.

22 33. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
23 knew or should have known that PLAINTIFF and the CLASS were entitled to timely payment of
24 wages during their employment. In violation of the California Labor Code, PLAINTIFF and the
25 CLASS did not receive payment of all wages, including, but not limited to, overtime wages,
26 minimum wages, and meal and rest period premiums, within permissible time periods.

27 34. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS
28 knew or should have known that they had a duty to compensate PLAINTIFF and CLASS for all

1 hours worked, and that DEFENDANTS had the financial ability to pay such compensation, but
2 willfully, knowingly, and intentionally failed to do so, and falsely represented to PLAINTIFF and
3 CLASS that they would be paid properly their wages but failed to do so all in order to increase
4 DEFENDANTS' profits.

5 35. PLAINTIFF and the CLASS have been harmed by DEFENDANTS' unlawful
6 business policies and practices in that they did not receive the proper and correct amount, and have
7 had their earned wages be subject to unlawful forfeiture, as alleged herein, thereby diminishing
8 their agreed-upon compensation, in amounts to be proven at trial.

9 **CLASS ACTION ALLEGATIONS**

10 36. PLAINTIFF brings this lawsuit as a class action under Cal. Code Civ. Proc. Section
11 382, pursuant to California Business and Professions Code § 17200 *et seq.*, and the PAGA,
12 California Labor Code § 2698 *et seq.*, on behalf of herself and all persons within the class
13 ("CLASS") as follows:

14 **THE CLASS**

15 37. All current and former employees, who were employed by DEFENDANTS in the
16 State of California for a period of time within the four (4) years preceding the filing of this action
17 until the time of trial, "THE RELEVANT TIME PERIOD".

18 38. PLAINTIFF reserves the right under Rule 3.765, California Rules of Court, to
19 amend or modify the CLASS description with greater specificity or further division into subclasses
20 or limitations to particular issues.

21 39. This action has been brought and may properly be maintained as a class action under
22 the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community
23 of interest in the litigation and the proposed CLASS is easily ascertainable. This action is
24 appropriately suited for a Class Action because:

25 40. **Ascertainable Class:** The CLASS is ascertainable in that its members may be
26 identified and located using information contained in DEFENDANTS' personnel records.

27 41. **Numerosity:** The potential members of the CLASS as defined are so numerous that
28 joinder of all members of the CLASS is impracticable. While the precise size of the CLASS has

1 not been ascertained at this time, PLAINTIFF is informed and believes, and based thereon allege,
2 that DEFENDANTS currently employees, and during THE RELEVANT TIME PERIOD
3 employed, well over 40 persons in the State of California who fall within the CLASS definition.
4 Accounting for employees' turnover during THE RELEVANT PERIOD necessarily increases this
5 number.

6 42. Additionally, this action has been brought and may properly be maintained as a
7 representative action because there is a well-defined community of interest in the litigation and the
8 Aggrieved Employees are easily ascertainable.

9 43. **Common Questions of Fact or Law:** This action involves questions of law and fact
10 common to the CLASS that predominate over questions affecting only individual class members
11 employees. The common questions of law and fact focuses on DEFENDANTS' systematic course
12 of illegal practices and policies, which were applied to all the entire CLASS in violation of the
13 California Labor Code, IWC Orders, the California Business and Professions Code, which
14 prohibits unfair business practices arising from such violations. These common questions of law
15 and fact include, without limitations:

- 16 a. Whether DEFENDANTS failed to pay their employees for all hours worked including
17 overtime;
- 18 b. Whether DEFENDANTS failed to pay their employees the proper regular rate of pay for
19 overtime, and double time wages due and owing to them;
- 20 c. Whether DEFENDANTS failed to issue accurately itemized wage statements to
21 PLAINTIFF and the CLASS, in violation of Labor Code §§ 226(a);
- 22 d. Whether DEFENDANTS paid PLAINTIFF and the CLASS their final wages beyond the
23 time frames set forth in Labor Code §§ 201-203.

24 44. **Typicality:** The claims of the PLAINTIFF is typical of the CLASS because
25 DEFENDANTS subjected all of their employees to identical violations of the California Labor
26 Code, the PAGA, and California Business and Professions Code by, *inter alia*, failing to pay the
27 PLAINTIFF and the CLASS for all of their hours worked at the proper regular rate of pay; failing
28 to provide accurate itemized wage statements for each pay period; and failing to pay their final

1 wages beyond the time frames set forth in Labor Code §§ 201-203.

2 45. **Adequacy of Representation:** PLAINTIFF is fully prepared to take all necessary
3 steps to represent fairly and adequately the interest of the members of the CLASS. PLAINTIFF
4 has no interests that are adverse to the interests of the CLASS. PLAINTIFF's attorneys are ready,
5 able and willing to fully and adequately represent the CLASS and PLAINTIFF.

6 46. **Superiority of Class Action:** A class action is superior to other available means for
7 the fair and efficient adjudication of this controversy. Individual joinder of all proposed members
8 of the CLASS is not practicable, and questions of law and fact common to the proposed CLASS
9 predominate over any questions affecting only individual members of the proposed CLASS. Each
10 member of the proposed CLASS has been damaged and is entitled to recovery by reason of
11 DEFENDANTS' illegal policies and/or practices.

12 47. Class action treatment will allow those similarly situated persons to litigate their
13 claims in the manner that is most efficient and economical for the parties and the judicial system.
14 PLAINTIFF is unaware of any difficulties that are likely to be encountered in the management of
15 this action that would preclude its maintenance as a class action. Individualized litigation would
16 also present the potential for inconsistent or contradictory judgments, in addition of duplication of
17 efforts and expenses.

18 **PLAINTIFF EXHAUSTED HIS ADMINISTRATIVE REMEDIES**

19 48. PLAINTIFF met all the jurisdictional requirements of proceeding with claims for
20 civil penalties under the PAGA, codified at Labor Code, Section 2698 *et seq.* by timely giving
21 written notice in the manner required by Labor Code §2699.3 at the time of filing ("Notice").
22 Specifically, on June 13, 2024, PLAINTIFF exhausted her administrative remedies by notifying
23 DEFENDANTS via certified U. S. Mail, by electronic mail to Labor and Workforce Development
24 Agency ("LWDA"). The Notice filed with LWDA was accompanied by a filing fee of seventy-five
25 dollars (\$75) pursuant to § 2699.3(c)(1)(B). Once 65 days elapses after PLAINTIFF's notification
26 letter was sent to LWDA and PLAINTIFF's counsel receives no notice from LAWDA stating their
27 intention to investigate or prosecute the claims, PLAINTIFF will amend the Complaint to add a
28 cause of action for PAGA penalties.

FIRST CAUSE OF ACTION
**FAILURE TO PAY WAGES FOR ALL HOURS WORKED; INCLUDING
OVERTIME WAGES (VIOLATION OF CALIFORNIA LABOR CODE §§ 510,
1194, 1198; IWC WAGE ORDER NO.4.)
(AGAINST ALL DEFENDANTS)**

2. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporates them by reference, and further alleges:

3. During the RELEVANT TIME PERIOD, PLAINTIFF and the CLASS were “non-exempt” employees of DEFENDANTS entitled to overtime compensation pursuant to Cal. Lab. Code § 510 who did not receive proper amount of compensation for overtime work performed. Specifically, DEFENDANTS failed to compensate PLAINTIFF and the CLASS, for all hours worked, including overtime at the rate of no less than one and one-half times the regular rate of pay, which it includes bonuses pursuant to Lab. Code § 510.

4. By failing to pay PLAINTIFF and the CLASS at the rate of no less than one and one-half times the regular rate of pay, which it includes bonuses, DEFENDANTS deprived PLAINTIFF and the CLASS proper protections and benefits of the laws governing the payment of wages for all hours worked and overtime wages.

5. During the RELEVANT TIME PERIOD, PLAINTIFF and the CLASS regularly and/or consistently worked in excess of eight (8) hours in a workday, and/or in excess of forty (40) hours in a workweek. The precise number of overtime hours will be proven at trial. Despite the hours worked by PLAINTIFF and the CLASS, DEFENDANTS intentionally, willfully, in bad faith, and in knowing violation of the California Labor Code, and the applicable IWC Wage Order failed and refused to compensate PLAINTIFF and the CLASS at the rate of no less than one and one-half times the regular rate of pay, which it includes bonuses, pursuant to Lab. Code § 510 for all of the overtime hours worked.

6. At all relevant times, DEFENDANTS were aware of, and were under a duty to comply with the overtime provisions of the IWO Wage Orders, and California Labor Code including, but not limited to, California Labor Code §§510, 1194 and 1198.

1 7. The IWC Wage Order provides that DEFENDANTS are and were required to pay
2 PLAINTIFF and the CLASS employed by DEFENDANTS, and working more than eight (8) hours
3 in a day or more than forty (40) hours in a workweek, at a rate of time-and-one half the employee's
4 regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty
5 hours (40) in a workweek.

6 8. The Applicable IWC Wage Order further provides that DEFENDANTS are and were
7 required to pay PLAINTIFF and the CLASS overtime compensation at the rate of two times their
8 regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

9 9. California Labor Code § 510 codifies the right to overtime compensation and provides, in
10 pertinent part:

11 “Any work in excess of eight hours in one workday and any work in excess of 40 hours in
12 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.” [Emphasis added].

13 10. California Labor Code §1194, in pertinent part, provides:

14 “Notwithstanding any agreement to work for a lesser wage, any employee receiving less
15 than the legal minimum wage or the legal overtime compensation applicable to the
16 employee 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 cost of the suit.”

17 11. California Labor Code §1198, in pertinent part, provides:

18 “(t) the maximum hours of work and the standard conditions of labor fixed by the
19 commission shall be the maximum hours of work and the standard conditions of labor for
20 employees. The employment of any employee for longer hours than those fixed by the order
or under conditions of labor prohibited by the order is unlawful.”

21 12. By refusing to compensate PLAINTIFF and the CLASS the proper overtime wages
22 earned, DEFENDANTS violated those California Labor Code provisions cited herein as well as the
23 applicable IWC Wage Order, and their actions are therefore unlawful.

24 13. PLAINTIFF and the CLASS are entitled to receive the proper amount of overtime
25 compensation for all hours worked in excess of eight (8) hours in one workday and any work in
26 excess of forty (40) hours in any workweek and the first eight hours worked on the seventh day of
27 work in any one workweek at the rate of no less than one and one have times the regular rate of pay
28

1 for each employee. In determining the regular rate of pay for each CLASS member, all
2 remuneration paid to each, including but not limited to performance bonuses, must be calculated.

3 14. As a direct and proximate result of DEFENDANTS' unlawful conduct, as set forth
4 therein, PLAINTIFF and the CLASS have sustained damages, including loss of earnings for hours
5 of overtime worked, in an amount to be established at trial.

6 15. Pursuant to California Labor Code §1194, PLAINTIFF and the CLASS are entitled to
7 recover unpaid overtime compensation and double time compensation, including interest thereon.

8 16. PLAINTIFF is also entitled to recover reasonable attorneys' fees and costs, pursuant to
9 California Labor Code §1194(a).

10 17. During the RELEVANT TIME PERIOD, DEFENDANTS were the PLAINTIFF'S and
11 the CLASS employer and/or person acting on behalf of the DEFENDANTS, within the meaning of
12 California Labor Code § 558, who violated or caused to be violated any section of the wage order
13 regulating the days and hours worked and, as such are individually liable to each member of the
14 CLASS for each such violations as set forth in the California Labor Code.

15 18. Labor Code § 558 imposes upon DEFENDANTS, for each initial violation, a penalty of
16 \$50.00 for each underpaid employee for each pay period for which the employee was underpaid in
17 addition to an amount sufficient to recover the underpaid wages, which shall be paid to each
18 affected employee. Furthermore, Labor Code § 558 imposes upon DEFENDANTS, for each
19 subsequent violation, a penalty of \$100.00 for each underpaid employee for each pay period for
20 which the employee was underpaid, in addition to an amount sufficient to recover the underpaid
21 wages, which shall be paid to each affected employee.

22 19. PLAINTIFF on behalf of herself and the CLASS seeks all available remedies for
23 DEFENDANTS' violations including any and all wages due, penalties, monies, interest, attorney's
24 fees, and costs to the extent permitted by law.

25 WHEREFORE, PLAINTIFF prays for relief as hereinafter requested.

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SECOND CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS
(VIOLATION OF IWC WAGE ORDER 4-2001, CAL. LAB. CODE §§ 226.7, 512)
(AGAINST ALL DEFENDANTS)

20. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporates them by reference, and further alleges:

21. During the RELEVANT TIME PERIOD, the IWC Wage Order and California Labor Code sections 226.7 and 512 were applicable to PLAINTIFF and the CLASS employed by DEFENDANTS.

22. During the RELEVANT TIME PERIOD, PLAINTIFF and the CLASS were “non-exempt” employees of DEFENDANTS and did not receive meal periods or premium pay in lieu of meal periods.

23. By failing to comply with IWC Wage Order and California Labor Code sections 226.7 and 512, DEFENDANTS deprived PLAINTIFF and the CLASS proper protections and benefits of the laws governing meal periods.

24. During the RELEVANT TIME PERIOD, DEFENDANTS were aware of, and under a duty to comply with, California Labor Code §§226.7 and 512.

25. California Labor Code §226.7 provides:

“(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

(b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal or rest period is not provided.”

Moreover, California Labor Code §512 provides:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, 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 the employee only if the first meal period was not waived.

1 26. Sections 11 and 12 of IWC Wage Order 4 mandate that the employer provide all
2 applicable meal periods to employees. Section 11 of the applicable IWC Wage Order provides in
3 pertinent part:

4 “No employer shall employ any person for a work period of more than of not less than 30
5 minutes... Unless the employee is relieved of all duty during a 30-minute meal period, the
meal period shall be considered an “on duty” meal period and counted as time worked.

6 If an employer fails to provide an employee a meal period in accordance with the applicable
7 provisions of this order the employer shall provide the employee one (1) hour of pay at the
employee ‘s regular rate of compensation for each workday that the meal period is not
8 provided.

9 27. PLAINTIFF and the CLASS regularly and consistently worked eight (8) hours or more
10 per day but were not provided an uninterrupted, thirty-minute meal period within the first five
11 hours of work each day. By failing to consistently provide PLAINTIFF and each member of the
12 CLASS an uninterrupted thirty-minute meal period within the first five hours of work each day,
DEFENDANTS violated the California Labor Code and applicable IWC Wage Order provisions.

13 28. During the RELEVANT TIME PERIOD, DEFENDANTS intentionally and willfully
14 required PLAINTIFF and the CLASS to work during meal periods and failed to compensate
15 PLAINTIFF and the CLASS the full meal period premium for work performed during meal
16 periods.

17 29. PLAINTIFF is informed and believes and, on that basis, alleges, that DEFENDANTS
18 failed to pay the one-hour compensation as a premium payment to PLAINTIFF or any member of
19 the CLASS for all missed or interrupted meal breaks due to their violation of the California Labor
20 Code and applicable IWC Wage Order provisions.

21 30. Defendant’s conduct violates the applicable IWC Wage Order and California Labor Code
22 sections 226.7 and 512(a).

23 31. As a direct and proximate result of DEFENDANTS unlawful conduct, as set forth herein,
24 PLAINTIFF and the CLASS have sustained damages including loss of compensation resulting
25 from missed meal periods, in an amount to be established at trial.

26 32. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b),
27 PLAINTIFF and the CLASS are entitled to recover from DEFENDANTS one additional hour of
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1 pay at the employee's regular rate of compensation for each and every workday the meal or rest
2 period is not provided. In determining the regular rate of pay for each CLASS member, all
3 remuneration paid to each, including but not limited to performance bonuses, must be calculated.

4 33. During the RELEVANT TIME PERIOD, DEFENDANTS were and are the PLAINTIFF
5 and the CLASS' employers and/or persons acting on behalf of the DEFENDANTS, within the
6 meaning of California Labor Code § 558, who violated or caused to be violated any section of the
7 wage order regulating the days and hours worked and, as such are individually liable to each
8 member of the CLASS for each such violations as set forth in the California Labor Code.

9 34. Labor Code § 558 imposes upon DEFENDANTS, for each initial violation, a penalty of
10 \$50.00 for each underpaid employee for each pay period for which the employee was underpaid in
11 addition to an amount sufficient to recover the underpaid wages, which shall be paid to each
12 affected employee. Furthermore, Labor Code § 558 imposes upon DEFENDANTS, for each
13 subsequent violation, a penalty of \$100.00 for each underpaid employee for each pay period for
14 which the employee was underpaid, in addition to an amount sufficient to recover the underpaid
15 wages, which shall be paid to each affected employee.

16 35. As a direct result of DEFENDANTS' violations alleged herein, PLAINTIFF and the
17 CLASS have suffered and continue to suffer loss of wages and compensation, all in amounts to be
18 shown according to proof at trial and within the jurisdiction limitations of this Court. PLAINTIFF
19 and the CLASS seek all available remedies for DEFENDANTS' violations including, but not
20 limited, to any and all wages due, penalties, monies, interest, attorney's fees, and costs to the extent
21 permitted by law.

22 WHEREFORE, PLAINTIFF prays for relief as hereinafter requested.

23 **THIRD CAUSE OF ACTION**
24 **FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**
(IN VIOLATION OF IWC WAGE ORDER 4-2001, CAL. LAB. CODE§ 226.7)
25 **(AGAINST ALL DEFENDANTS)**

26 36. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs as
27 though fully set forth in this cause of action, and incorporates them by reference, and further
28 alleges:

1 37. During the RELEVANT TIME PERIOD, the IWC Wage Order and California Labor
2 Code sections 226.7 and 512 were applicable to PLAINTIFF and the Class employed by
3 DEFENDANTS.

4 38. During the RELEVANT TIME PERIOD, PLAINTIFF and the CLASS were and continue
5 to be “non-exempt” employees of DEFENDANTS and did not receive rest periods or premium pay
6 in lieu of rest periods.

7 39. By failing to comply with California Labor Code sections 226.7 and 512, DEFENDANTS
8 deprived PLAINTIFF and the CLASS proper protections and benefits of the laws governing rest
9 periods.

10 40. During the RELEVANT TIME PERIOD, DEFENDANTS were aware of and under a
11 duty to comply with, California Labor Code §226.7 and Section 12 of Wage Order 7-2001.

12 41. California Labor Code. §226.7 states

13 “no employer shall require any employee to work during any meal or rest period
14 mandated by an applicable order of the Industrial Welfare Commission.”

15 Section 12 of Wage Order No. 4-2001 provides in relevant part that:

16 (A) Every employer shall authorize and permit all employees to take rest periods, which in
17 so far as practicable shall be in the middle of each work period., The authorized rest period
18 time shall be based on the total hours worked daily at the rate of ten (10 minutes net rest
19 time per four (4) hours or major fraction thereof. However, a rest period need not be
authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for such there shall be no deduction from wages.

20 42. During the RELEVANT TIME PERIOD, DEFENDANTS willfully required PLAINTIFF
21 and the CLASS to work four (4) or more hours without authorizing or permitting a ten (10) minute
22 rest period per each four (4) hours period worked.

23 43. During the RELEVANT TIME PERIOD, DEFENDANTS willfully required PLAINTIFF
24 and the CLASS to work during rest periods and failed to pay PLAINTIFF and the CLASS the full
25 rest period premium for work performed during rest periods.

26 44. If an employer fails to provide an employee a rest period in accordance with the
27 applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at that
28 employee’s regular rate of compensation for each workday that the rest period is not provided.

1 45. During the RELEVANT TIME PERIOD, DEFENDANTS failed to pay PLAINTIFF and
2 the CLASS the full rest period premium due pursuant to California Labor Code section 226.7 for
3 all missed rest breaks.

4 46. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b),
5 PLAINTIFF and the CLASS are entitled to recover from DEFENDANTS one additional hour of
6 pay at the employees' regular rate of compensation for each and every workday that the rest period
7 was not provided. In determining the regular rate of pay for each CLASS member, all remuneration
8 paid to each, including but not limited to performance bonuses, must be calculated.

9 47. In committing the violations of state law as herein alleged, DEFENDANTS refused to
10 perform their obligations to authorize and permit rest periods and have also failed to pay rest
11 premium wages. As a direct result, PLAINTIFF and the CLASS have suffered, and continue to
12 suffer, substantial losses, including those related to the use and enjoyment of such compensation,
13 wages, and lost interest on such monies in seeking to compel DEFENDANTS to fully perform their
14 obligation under state law, all to their respective damage in amounts according to proof at trial and
15 within the jurisdictional limitations of this Court.

16 48. During the RELEVANT TIME PERIOD, DEFENDANTS are and/or were the
17 PLAINTIFF and the CLASS' employers and/or persons acting on behalf of DEFENDANTS within
18 the meaning of California Labor Code § 558, who violated or caused to be violated, a section of
19 Part 2, Chapter I, of the California Labor Code or any provision regulating hours and days of work
20 in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each
21 underpaid employee, which shall be paid to each affected employee, as set forth in Labor Code §
22 558.

23 49. Labor Code § 558 imposes upon DEFENDANTS for each initial violation a penalty of
24 \$50.00 for each underpaid employee for each pay period for which the employee was underpaid in
25 addition to an amount sufficient to recover the underpaid wages, which shall be paid to each
26 affected employee. Furthermore, Labor Code § 558 imposes upon DEFENDANTS for each
27 subsequent violation a penalty of \$100 for each underpaid employee for each pay period for which
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1 the employee was underpaid, in addition to an amount sufficient to recover the underpaid wages,
2 which shall be paid to each affected employee.

3 50. The CLASS, including PLAINTIFF, suffered and continue to suffer loss of wages and
4 compensation, all in an amount to be shown according to proof at trial and within the jurisdictional
5 limitations of this Court.

6 51. PLAINTIFF seeks all available remedies for DEFENDANTS' violations including, but
7 not to, any and all wages due, penalties, interest, attorney's fees, costs to the extent permitted by
8 law.

9 WHEREFORE, PLAINTIFF prays for relief as hereinafter requested.

10 **FOURTH CAUSE OF ACTION**
11 **VIOLATION OF CALIFORNIA LABOR CODE § § 1182.12, 1194, 1197, 1197.1, AND**
12 **1198—UNPAID MINIMUM WAGES**
(Against All DEFENDANTS)

13 49. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs
14 as though fully set forth in this cause of action, and incorporates them by reference, and further
15 alleges:

16 50. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1,
17 and 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage to
18 be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
19 Compensable work time is defined in Wage Order No. 4 as “the time during which an employee is
20 subject to the control of an employer, and includes all the time the employee is suffered or
21 permitted to work, whether or not required to do so.” Cal. Code. Regs. tit. 8, § 11040(2)(K)
22 (defining “Hours Worked”).

23 51. As set forth above, DEFENDANTS systematically, and on a company-wide basis,
24 required PLAINTIFF and CLASS to work and were not compensated for their work. Despite
25 PLAINTIFF'S demands to be paid, even on DEFENDANTS social media accounts,
26 DEFENDANTS failed to pay him at least the minimum wage.

27 52. As also described above, DEFENDANTS required PLAINTIFF and CLASS to
28 work during their 30-minute unpaid meal periods due to DEFENDANTS' systemic and company-

1 wide failure to schedule uninterrupted meal periods prior to the fifth hour of work.
2 DEFENDANTS did not pay minimum wages for meal periods PLAINTIFF and the CLASS
3 worked through that qualified for overtime premium payment.

4 53. Thus, Defendants did not pay at least minimum wages for all hours worked in
5 violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

6 54. DEFENDANTS' failure to pay PLAINTIFF and the CLASS minimum wages
7 violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
8 California Labor Code section 1194.2, PLAINTIFF and the CLASS are entitled to recover
9 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

10 WHEREFORE, PLAINTIFF and the CLASS seek to request relief as described below.

11 **FIFTH CAUSE OF ACTION**
12 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
13 **(VIOLATION OF CAL. LAB. CODE §§ 226(a), 246(i), 1147(d)**
14 **(Against All DEFENDANTS)**

15 55. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs
16 as though fully set forth in this cause of action, and incorporates them by reference, and further
17 alleges:

18 56. Labor Code § 226(a) requires employers to furnish their employees with each wage
19 payment an accurate, itemized writing that shows gross wages earned, total hours worked, all
20 deductions, net wages earned, the inclusive dates of the period for which the employee is paid, the
21 name of the employee and the portion of his or her social security number as required by law, all
22 applicable hourly rates in effect during the pay period, and the corresponding number of hours
23 worked at each hourly rate by the employee.

24 57. DEFENDANTS engages in a policy and practice of violating California Labor
25 Code §§ 226(a), by failing to provide PLAINTIFF and the CLASS with accurate itemized wage
26 statements in compliance with the statutory requirement of §226(a).

27 58. DEFENDANTS knew or should have known that PLAINTIFF and the CLASS were
28 entitled to receive accurate wage statements. In violation of the California Labor Code,

1 DEFENDANTS failed to provide PLAINTIFF and the CLASS members with itemized wage
2 statements or separate written statements *accurately* showing this information.

3 59. California Labor Code section 1174(d) provides that “[e]very person employing
4 labor in this state shall... [k]eep a record showing the names and addresses of all employees
5 employed and the ages of all minors” and “[keep, at a central location in the state or at the plants or
6 establishments at which employees are employed, payroll records showing the hours worked daily
7 by and the wages paid to, and the number of piece-rate units earned by and any applicable piece
8 rate paid to, employees employed at the respective plants or establishments...” Labor Code section
9 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate
10 and complete records as required by section 1174(d).

11 60. During the relevant time period, and in violation of Labor Code section 1174(d),
12 DEFENDANTS willfully failed to maintain accurate payroll records for PLAINTIFF and the
13 CLASS showing the daily hours they worked and the wages paid thereto as a result of failing to
14 record.

15 61. California Labor Code section 1198 provides that the maximum hours of work and
16 the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in
17 the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any
18 employees for longer hours than those fixed by the order or under conditions of labor prohibited by
19 the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep
20 accurate time records showing when the employee begins and ends each work period and meal
21 period. During the RELEVANT TIME PERIOD, DEFENDANTS failed, on a company-wide basis,
22 to keep accurate records of all hours worked, meal period start and stop times for PLAINTIFF and
23 CLASS, in violation of section 1198.

24 62. California Labor Code §246(i) provides “[a]n employer shall provide an employee
25 with written notice that sets forth the amount of paid sick leave available, or paid time off leave an
26 employer provides in lieu of sick leave, for use on either the employee’s itemized wage statement
27 described in Section 226 or in a separate writing provided on the designated pay date with the
28 employee’s payment of wages. If an employer provides unlimited paid sick leave or unlimited paid

1 time off to an employee, the employer may satisfy this section by indicating on the notice or the
2 employee's itemized wage statement "unlimited." The penalties described in this article for a
3 violation of this subdivision shall be in lieu of the penalties for a violation of Section 226. This
4 subdivision shall apply to employers covered by Wage Order 11 or 12 of the Industrial Welfare
5 Commission only on and after January 21, 2016."

6 63. DEFENDANTS failed to provide wages statements to PLAINTIFF and the CLASS
7 that complied with Labor Code §§ 226, and 246(i).

8 64. PLAINTIFF and the CLASS, suffered and continue to suffer injuries, including
9 substantial losses related to the use and enjoyment of such wages, lost interest on such wages and
10 expenses and attorney's fees in seeking to compel DEFENDANTS to fully perform its obligations
11 under state law, all to their respective damage in amounts according to proof at trial. Pursuant to
12 Labor Code §§ 226(e)(2) and 226(c)(2)(B)(i), PLAINTIFF and the CLASS are deemed to have
13 suffered injury as a result of DEFENDANTS' failure to provide accurate and complete information
14 as required by Labor Code § 226(a).

15 65. Labor Code § 226, in part, permits employees suffering injury to collect actual
16 damages or the amount specified in Labor Code§ 226. Thus, Labor Code§ 226(e) requires
17 DEFENDANTS to pay the greater of all actual damages or fifty dollars (\$50.00) for the initial pay
18 period in which a violation occurred and one hundred dollars (\$100.00) per employee for each
19 violation in subsequent pay periods, plus attorney's fees and costs, to each member of the CLASS,
20 including PLAINTIFF, who were injured by DEFENDANTS' failure to comply with Labor Code §
21 226(a). The exact amount of the applicable penalty is all in an amount to be shown according to
22 proof at trial.

23 66. Furthermore, Labor Code § 226(g) permits an employee to bring an action for
24 injunctive relief to ensure compliance with Labor Code § 226. Thus, PLAINTIFF and the CLASS
25 additionally seek injunctive relief to ensure compliance with Labor Code § 226.

26 67. PLAINTIFF seeks all available remedies for DEFENDANTS' violations including,
27 but not limited to, any and all wages due, actual damages, penalties, payments pursuant to Labor
28 Code § 226(e) and 226.3, monies, interest, attorney's fees, costs and injunctive relief.

1 WHEREFORE, PLAINTIFF prays for relief as hereinafter requested.

2 **SIXTH CAUSE OF ACTION**
3 **WAITING TIME PENALTIES**
4 **(VIOLATION OF CAL. LAB. CODE §§ 201, 202, 203)**
5 **(Against All DEFENDANTS)**

6 68. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs
7 as though fully set forth in this cause of action, and incorporates them by reference, and further
8 alleges:

9 69. At all times herein mentioned, PLAINTIFF and the CLASS were employees of
10 DEFENDANTS and DEFENDANTS were subject to California law.

11 70. California Labor Code §§ 201 and 202 require that an employer promptly pay all
12 wages due to quitting or discharged employees. Labor Code section 203 provides a penalty for the
13 willful failure to pay all wages due to an employee who is discharged under section 201 or quit
14 under § 202. This penalty consists of an amount equal to the sum of the employee's wages at the
15 employee's prior rate of pay, until the unpaid wages are paid, in an amount not to exceed the
16 equivalent of 30 days' pay.

17 71. As set forth in § 201, upon the end of the PLAINTIFF's and the CLASS'
18 employment, DEFENDANTS were obligated to pay all compensation earned and unpaid at the
19 time of termination. DEFENDANTS failed to do so.

20 72. At the time of termination of the PLAINTIFF and the CLASS, DEFENDANTS
21 failed to timely pay the PLAINTIFF and the CLASS for all their hours worked, minimum wages,
22 and overtime compensation. DEFENDANTS are obligated to pay PLAINTIFF and the CLASS
23 waiting-time penalty equivalent to thirty (30) full working days' worth of wages. DEFENDANTS
24 violated 201-203 by willfully failing to pay all wages due to PLAINTIFF and the CLASS who have
25 been discharge or who have quit.

26 73. PLAINTIFF seeks costs, interest, disbursements, and attorneys' fees, as provided by
27 Labor Code §§ 218.5 and 218.6, 1194(a), under PAGA and any other relevant statutes.

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SEVENTH CAUSE OF ACTION
FAILURE TO PAY ALL WAGES TIMELY DURING EMPLOYMENT IN VIOLATION
OF LABOR CODE §§204, 210
(Against All DEFENDANTS)

74. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporates them by reference, and further alleges:

75. Lab. Code § 204 (a) provides “[a]ll wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.

76. Lab. Code § 210(a) provides “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3 shall be subject to a penalty as follows:

(1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.

(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

77. DEFENDANTS intentionally refused to comply with Lab Code §204.

78. California Labor Code section 215 makes it a misdemeanor for “[a]ny person, or the agent, manager, superintendent or officer thereof” to fail to pay wages in accordance with Section 204.

79. PLAINTIFF seeks all available remedies for DEFENDANTS’ violations including, but not limited to, any and all wages due, and applicable penalties, attorney's fees, costs and injunctive relief.

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EIGHTH CAUSE OF ACTION
FAILURE TO INDEMNIFY FOR EXPENDITURES INCURRED IN DISCHARGE OF
DUTIES (CAL. LAB. CODE §2802)
(Against All DEFENDANTS)

80. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs as though fully set forth in this cause of action, and incorporates them by reference, and further alleges:

81. During the RELEVANT TIME PERIOD, California Labor Code § 2802 was applicable to PLAINTIFF and the CLASS employed by DEFENDANTS.

82. PLAINTIFF and the CLASS were and are entitled to the protections of California Labor Code § 2802.

83. Cal. Lab. Code §2802(a) provides in relevant part that:

“An employer shall indemnify his or him employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or him duties, or of his or him obedience to the directions of the employer....”

84. DEFENDANTS required PLAINTIFF and the CLASS to regularly use their own personal cellphones to conduct DEFENDANTS’ business.

85. During THE RELEVANT TIME PERIOD, as a result of the unlawful acts of DEFENDANTS, PLAINTIFF and the CLASS have incurred expenditures and losses in an amount to be determined at trial.

86. Pursuant to California Labor Code § 2802, DEFENDANTS are required to fully reimburse PLAINTIFF and the CLASS for all expenses incurred by them in the performance of their job duties.

87. PLAINTIFF and the CLASS suffered, and will continue to suffer, damages in amounts according to proof at the time of trial as a direct and proximate result of DEFENDANTS’ willful conduct of requiring PLAINTIFFS to agree to illegal terms and conditions of employment and DEFENDANTS’ unlawful failure to reimbursement PLAINTIFF and the CLASS for the vehicle, and their personal cellphone use.

88. In failing to reimburse PLAINTIFF and the CLASS for the use of their personal vehicles, and their personal cellphones to conduct DEFENDANTS’ business, DEFENDANTS acted maliciously, oppressively, and despicably, with the wrongful intention of causing injury and

1 hardship to PLAINTIFF and the CLASS by reaping economic gain at PLAINTIFF and the CLASS'
2 expenses, in willful and conscious disregard of PLAINTIFFS' statutory and regulatory rights.

3 89. PLAINTIFF and the CLASS are entitled to recovery from DEFENDANTS, and
4 each of them, the full amount of the necessary business-related expenses and costs incurred during
5 the course and scope of employment, incurred as a result of DEFENDANTS' unlawful policies and
6 practices plus attorneys' fees and costs, interests accrued from the date on which PLAINTIFF and
7 the CLASS incurred such expenditures and/or the unlawful deductions.

8 WHEREFORE, PLAINTIFF prays for relief as hereinafter requested.

9 **NINTH CAUSE OF ACTION**
10 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS AND**
11 **PROFESSIONS CODE §§ 17200-17208**
(AGAINST ALL DEFENDANTS)

12 90. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs
13 as though fully set forth in this cause of action, and incorporates them by reference, and further
14 alleges:

15 91. The foregoing conduct, as alleged, violates the California Unfair Competition Law
16 ("UCL"), Cal. Bus. & Prof. Code § 17200 et seq. Section 17200 of the Cal. Bus. & Prof. Code
17 prohibits unfair competition by prohibiting, inter alia, any unlawful or unfair business acts or
18 practices.

19 92. Throughout the course of PLAINTIFF's employment, DEFENDANTS committed
20 acts of unfair competition, as defined by the UCL, by, among other things, engaging in the acts and
21 practices described herein, including but not limited to, failing to pay employees at the rate of no
22 less than one and one-half times the regular rate of pay, which includes bonuses pursuant to Lab.
23 Code § 510; failing to pay employees paid sick time under Cal. Lab. Code 246 at the regular rate of
24 pay for the workweek in which the employee uses paid sick time; failing to provide accurate
25 itemized wage statements for each pay period; failing to pay employees the applicable minimum
26 wage; failing to pay employees for all hours worked; and failing to pay wages upon termination of
27 employment.
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1 93. DEFENDANTS' conduct as herein alleged has damaged the PLAINTIFFS and
2 therefore was substantially injurious to the PLAINTIFF and the CLASS.

3 94. DEFENDANTS' course of conduct, acts, and practices in violation of the California
4 laws mentioned herein constitute a separate and independent violation of the UCL.
5 DEFENDANTS' conduct described herein violates the policy or spirit of such laws or otherwise
6 significantly threatens or harms competition. PLAINTIFF seeks disgorgement in the amount of the
7 respective unpaid wages and equity and such other legal and equitable relief from DEFENDANTS'
8 unlawful and willful conduct as the Court deems just and proper.

9 95. WHEREFORE, PLAINTIFF requests the relief as described below.

10
11 **TENTH CAUSE OF ACTION**
12 **FAILURE TO PROVIDE PERSONNEL RECORDS**
13 **(CAL. LAB CODE § 1198.5)**
14 **(Against All DEFENDANTS)**

15 96. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs
16 as though fully set forth in this cause of action, and incorporates them by reference, and further
17 alleges:

18 97. Lab Code § 1198.5 provides:

19 (a) Every current and former employee, or his or her representative, has the right to inspect
20 and receive a copy of the personnel records that the employer maintains relating to the
21 employee's performance or to any grievance concerning the employee.

22 (b) (1) The employer shall make the contents of those personnel records available for
23 inspection to the current or former employee, or his or her representative, at reasonable
24 intervals and at reasonable times, but not later than 30 calendar days from the date the
25 employer receives a written request, unless the current or former employee, or his or her
26 representative, and the employer agree in writing to a date beyond 30 calendar days to
27 inspect the records, and the agreed-upon date does not exceed 35 calendar days from the
28 employer's receipt of the written request. Upon a written request from a current or former
employee, or his or her representative, the employer shall also provide a copy of the
personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30
calendar days from the date the employer receives the request, unless the current or former
employee, or his or her representative, and the employer agree in writing to a date beyond
30 calendar days to produce a copy of the records, as long as the agreed-upon date does not
exceed 35 calendar days from the employer's receipt of the written request. Except as
provided in paragraph (2) of subdivision (c), the employer is not required to make those
personnel records or a copy thereof available at a time when the employee is actually
required to render service to the employer, if the requester is the employee.

1 (k) If an employer fails to permit a current or former employee, or his or her representative,
2 to inspect or copy personnel records within the times specified in this section, or times
3 agreed to by mutual agreement as provided in this section, the current or former employee
or the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750)
from the employer.

4 (l) A current or former employee may also bring an action for injunctive relief to obtain
5 compliance with this section, and may recover costs and reasonable attorney's fees in such
an action.

6 98. DEFENDANTS willfully failed to permit the PLAINTIFF to inspect or copy her
7 personnel file within 30 calendar days of her request in direct violation of Cal. Lab. Code § 1198.5.

8 WHEREFORE, PLAINTIFF requests the relief as described below.

9
10 **ELEVENTH CAUSE OF ACTION**
INJUNCTIVE RELIEF
(Against All DEFENDANTS)

11 99. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs
12 as though fully set forth in this cause of action, and incorporates them by reference, and further
13 alleges:

14 100. DEFENDANTS unlawful conduct of failing to comply with California law,
15 including but not limited to, Cal. Lab. Code §§ 510, 246 threatens real and immediate harm to
16 PLAINTIFF, Aggrieved, Employees, and the CLASS who will suffer irreparable harm.

17 101. PLAINTIFF is therefore entitled to an order restraining and ordering
18 DEFENDANTS, representatives, attorneys, servants, and agents from further harm pending final
19 judgment on this matter.

20
21 **TWELFTH CAUSE OF ACTION**
PENALTIES, PURSUANT TO LABOR CODE § 2699 FOR VIOLATIONS OF
22 **LABOR CODE §§ 200, 510, 1198, 558, 1194, 226.7, 512, 201, 202, 203, 204, 210, 226,**
226.3, 246, 246.5(a), 247.5, 233, and 2810.5.
23 **(AGAINST ALL DEFENDANTS)**

24 102. PLAINTIFF repeats and re-alleges all allegations contained in preceding paragraphs
25 as though fully set forth in this cause of action, and incorporates them by reference, and further
26 alleges:

27 103. Cal. Labor Code § 2698 et seq., the Labor Code Private Attorney General Act of
28 2004 expressly establishes that any provision of the Cal. Labor Code which provides for a civil

1 penalty to be assessed and collected by the Labor and Workforce Development Agency, or any of
2 its departments, divisions, commissions, boards agencies or employees for a violation of the Cal.
3 Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf
4 of himself or herself, and collectively on behalf of all other current or former employees.

5 104. Whenever the Labor and Workforce Development Agency, or any of its
6 departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil
7 penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same
8 limitation and conditions, to assess a civil penalty.

9 105. PLAINTIFF, and the CLASS of “aggrieved employees”, as defined by Cal. Labor
10 Code § 2699, who are all current and former employees of DEFENDANTS, and against them one
11 or more of the alleged violations was committed.

12 106. Having complied with the Notice and administrative provisions of PAGA,
13 PLAINTIFF holds a right to bring an action on behalf of herself and other employees acting as a
14 proxy of the LWDA. Pursuant to Labor Code § 2699 et seq., PLAINTIFF seeks to recover civil
15 penalties for which DEFENDANTS are liable as a result of violations of the Labor Code, as set
16 forth in this Complaint and the Labor Code Private Attorney General Notice attached hereto as
17 Exhibit “1” and incorporated by reference including, but not limited to, violations of Labor Code
18 §§ 200, 510, 1198, 558, 1194, 226.7, 512, 201, 202, 203, 204, 210, 226, 226.3, 246, 246.5(a),
19 247.5, 233, 2802, and 2810.5.

20 107. As a result of the violations alleged herein, PLAINTIFF, individually and on behalf
21 of all aggrieved employees in their capacity as private attorneys general seeks penalties under
22 Labor Code § 2699(f), which states in relevant part:

23 For all provisions of this code except those for which a civil penalty is specifically
24 provided, there is established a civil penalty for a violation of these provisions as follows:
25 ... (2) If, at the time of the alleged violation, the person employs one or more employees,
26 the civil penalty is one hundred dollars (\$100.00) for each aggrieved employee per pay
period for the initial violation and two hundred dollars (\$200.00) for each aggrieved
employee per pay period for each subsequent violation.

27 108. To the extent that any violation alleged herein does not carry penalties under Cal.
28 Labor Code § 2699(a), PLAINTIFF seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for

1 PLAINTIFF and each member of the CLASS for each pay period in which they were aggrieved, in
2 the amounts established by Cal. Lab. Code § 2699(f).

3 109. For each such violations, PLAINTIFF and all other aggrieved employees are entitled
4 to penalties in an amount to be shown at the time of trial. The penalties will be allocated 75% to
5 LWDA, and 25% to the CLASS, (i.e., affected employees.)

6 110. Pursuant to Cal. Labor Code §§2699(g)(1) PLAINTIFF and aggrieved employees
7 are entitled to seek and recover reasonable attorneys' fees and costs.

8 111. PLAINTIFF, on behalf of herself and the CLASS, requests relief through PAGA as
9 described herein and below.

10 **DEMAND FOR JURY TRIAL**

11 PLAINTIFF, hereby, demands a trial by jury on all issues so triable.

12 **PRAYER FOR RELIEF**

13 WHEREFORE, PLAINTIFF, on behalf of herself, the CLASS, and Aggrieved Employees
14 prays for relief and judgment against DEFENDANTS, jointly and severally, as follows:

15 1. For an Order certifying the proposed CLASS and/or any other appropriate subclasses under
16 CCP § 382;

17 2. For an Order appointing PLAINTIFF as the representative of the CLASS;

18 3. For an Order appointing counsel for PLAINTIFF as counsel for the CLASS;

19 4. For a finding that DEFENDANTS violated the provisions of the California Labor Code,
20 including but not limited to, §§ 204, 201-203, 226, 226.3, 226.7, 510, 512, 1194, 1198, 2699, *et*
21 *seq.* as to PLAINTIFF and the CLASS;

22 5. That the Court declare, adjudge, and decree that DEFENDANTS violated California
23 Business and Professions Code §§ 17200 *et seq.* as alleged herein;

24 6. That the Court make an award to PLAINTIFF and the CLASS of damages for the amount
25 of unpaid wages, including interest thereon and penalties, in amounts to be proven, in a formulaic
26 manner, at trial;

27 7. For special damages, according to proof;

28 8. For actual damages pursuant to Labor Code § 226(e);

1 9. For reasonable attorneys' fees as provided by statute, including but not limited to California
2 Code of Civil Procedures § 1021.5 and California Labor Code §§ 218.5, 226, 1194;

3 10. For penalties as permitted under California Labor Code for violations of each of the
4 sections identified herein, including but not limited to §§210, 225.5, 226, 226.3, 1174.5, and 558;

5 11. For waiting time penalties and other penalties according to proof pursuant to California
6 Labor Code section 203 for all employees who have left DEFENDANTS' employment;

7 12. For injunctive relief, including but not limited to, pursuant to California Labor Code section
8 226(h);

9 13. For cost of suit herein;

10 14. For the appointment of a receiver to receive, manage and distribute any and all funds
11 disgorged from DEFENDANTS and determined to have been wrongfully acquired by
12 DEFENDANTS as a result of violations of California Business & Professions Code sections 17200
13 et seq.;

14 15. For disgorgement of all monies which DEFENDANTS have illegally gained;

15 16. For an award of additional hour of pay at the regular rate of compensation pursuant to
16 Labor Code §226.7(b) for each meal and rest period not in compliance with the applicable Wage
17 Order of the IWC;

18 17. For penalties and subsequent violation of a section of Chapter 1 of Labor Code, Div. 2, Part
19 2, or any provision regulating hours and days of work in any Order of the IWC for each underpaid
20 employee for each pay period for which the employee was underpaid, in addition to an amount
21 sufficient to recover the underpaid wages to be paid to each affected employee pursuant to Labor
22 Code §558;

23 18. For an accounting to determine all money wrongfully obtained and held by
24 DEFENDANTS;

25 19. For all other Orders, findings, and determinations identified and sought in this Complaint
26 and/or the Court finds just and proper;

27 20. For prejudgment interest, and post judgment interest, according to proof;

28 21. For penalties according to the schedule as laid out in PAGA: for any initial violation, one

1 hundred (\$100) dollars for each aggrieved employee per pay period; two hundred (\$200) dollars for
2 each aggrieved employee per pay period for any subsequent violation, and reasonable attorneys'
3 fees and costs pursuant to California Labor Code § 2699;

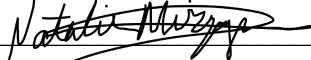
4 22. For any other such relief as the Court deems just and proper due to the misconduct
5 committed by the DEFENDANTS as alleged in this Complaint.

6 23. PLAINTIFF reserves the right to amend her prayer for relief.

7 Dated: June 14, 2024

8 Respectfully submitted,

9
10 MIRZAYAN LAW, APLC

11 By:  _____

12 Natalie Mirzayan, Esq.
13 Attorney for Plaintiff
14 NAGINA HAMID
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EXHIBIT 1

MIRZAYAN LAW, APLC

June 14, 2024



VIA ONLINE FILING

Labor & Workforce Development Agency

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

1515 Clay Street, Suite 801

Oakland, CA 94612

VIA CERTIFIED MAIL

Magic Elite Basketball, Inc.

Sean Sargeant (Agent for Service of Process for

Magic Elite Basketball, Inc.)

2372 Morse Avenue, Ste. 370

Irvine, CA 92614

Sean Sargeant

2372 Morse Avenue, Ste. 370

Irvine, CA 92614

Re: **Notification of Labor Code Private Attorney General Action, Labor Code 2698 et. seq. Against Magic Elite Basketball, Inc., and Sean Sargeant.**

This Notification is provided in advance of a civil action filed by Nagina Hamid (“Ms. Hamid” or “Plaintiff”) in the Superior Court of California, County of Orange, pursuant to the Labor Code Private Attorney General Act of 2004, (“PAGA”).

This office represents Ms. Hamid, on behalf of herself and all others similarly situated current and former employees in the State of California (hereinafter the “Aggrieved Employees”) who were employed by Magic Elite Basketball, Inc. (“Magic Elite”), and Sean Sargeant (“Sargeant”) (collectively referred to as “Defendants”). Plaintiff was hired on or about December 2021 as a Basketball Coach and terminated on or about April 2024.

MAGIC ELITE holds coaches as representation of the MAGIC ELITE program and are responsible for modeling MAGIC ELITE’s values and brand. They are expected to be knowledgeable in the program’s strategies and unique coaching methods. Coaches are required to assist the head coach with daily practices and weekend tournaments. MAGIC ELITE prides itself that its program and style of play to have proven more effective than the traditional league format

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Foothill Ranch, CA 92610
(949)-285-3550
mirzayanlaw@outlook.com

at developing competitive athletes, maintaining enthusiasm for basketball, and balancing teams and gameplay experiences.

MAGIC ELITE determines assignment or re-assignments of the PLAINTIFF and the AGGRIEVED EMPLOYEES; retains the authority to assign or reassign the PLAINTIFF and the AGGRIEVED EMPLOYEES to various tournaments; sets the rate of pay for the PLAINTIFF and the AGGRIEVED EMPLOYEES; pays PLAINTIFF and the AGGRIEVED EMPLOYEES from its own account; and retains the right to hire and terminate the PLAINTIFF and the AGGRIEVED EMPLOYEES.

DEFENDANTS hired the PLAINTIFF on or about December 2021 to provide basketball coaching services to MAGIC ELITE's clients and required PLAINTIFF and the AGGRIEVED EMPLOYEES to work for DEFENDANTS promising them payment of hourly wages. PLAINTIFF was promised \$30.00 per hour on a W2 basis; however, DEFENDANTS intentionally failed to pay the PLAINTIFF and the AGGRIEVED EMPLOYEES despite repeated attempts by the PLAINTIFF seeking payment for his earned wages. Defendants would retroactively change the rate of pay for PLAINTIFF and the AGGRIEVED EMPLOYEES paying PLAINTIFF \$20.00 per hour instead of \$30.00 per hour.

DEFENDANTS also promised the PLAINTIFF and the AGGRIEVED EMPLOYEES that they would receive a non-discretionary bonus. PLAINTIFF was entitled to receive her bonus, which she did not receive.

PLAINTIFF was also promised payment for the time spent corresponding with DEFENDANTS' clients while not on the field, however, PLAINTIFF did not receive any such payments.

EAN SARGEANT ("SARGEANT") is a resident of the State of California, County of Orange. PLAINTIFF is informed and believes, and based thereon allege, that Defendant SARGEANT is the Chief Executive Officer of MAGIC ELITE that directly oversees and controls MAGIC ELITE's operation and exercised significant control over DEFENDANTS' employees' overall terms and conditions of employment. SARGEANT permitted, authorized, approved, and ratified the wrongful acts and practices against the PLAINTIFF and the AGGRIEVED EMPLOYEES while overseeing MAGIC ELITE's operation in California. SARGEANT had the authority to hire, and terminate the PLAINTIFF and the other AGGRIEVED EMPLOYEES members; to set work rules and conditions governing PLAINTIFF and the AGGRIEVED EMPLOYEES.

DEFENDANTS knew or should have known that PLAINTIFF and AGGRIEVED EMPLOYEES were entitled to receive at least minimum wages for compensation and that they were not receiving at least minimum wages for work that was required to be done. In violation of the California Labor Code, PLAINTIFF and AGGRIEVED EMPLOYEES were not paid at least minimum wages for work done because DEFENDANTS failed to compensate the PLAINTIFF and the AGGRIEVED EMPLOYEES for all hours worked.

DEFENDANTS are well aware of the number of hours worked by the PLAINTIFF and the AGGRIEVED EMPLOYEES because DEFENDANTS required the PLAINTIFF and the AGGRIEVED EMPLOYEES to arrive at work at least 30 minutes before the start time. Also, when PLAINTIFF and the AGGRIEVED EMPLOYEES reported to the designated work location per the DEFENDANTS' direction, DEFENDANTS would be required to work split shift, but did not receive split shift premium.

PLAINTIFF and the AGGRIEVED EMPLOYEES were not reimbursed for the use of their personal cell phones, which they were required to use by the DEFENDANTS, to communicate with DEFENDANTS' clients.

DEFENDANTS also failed to properly calculate PLAINTIFF'S regular rate of pay for purposes of overtime compensation because the value of the non-discretionary bonuses were not included in the calculation of the PLAINTIFF'S regular rate of pay in violation of Cal. Lab. Code § 510.

Additionally, DEFENDANTS failed to pay PLAINTIFF and the Aggrieved Employees for paid sick leave at the employee's regular rate of pay regular rate of pay, which includes hourly and non-hourly pay, such as non-discretionary bonuses. The amount of earned but unpaid bonuses that the PLAINTIFF was entitled to receive constitute "wages" within the meaning of § 200 of the California Labor Code because PLAINTIFF was promised additional compensation as an incentive for the performance of such services to the benefit of the DEFENDANTS. DEFENDANTS unjustly reaped the benefits of the services and labor performed by PLAINTIFF but failed to pay him for her labor.

DEFENDANTS knew or should have known that PLAINTIFF and AGGRIEVED EMPLOYEES were entitled to meal periods in accordance with the Labor Code or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with timely, uninterrupted, thirty (30) minute meal periods and that PLAINTIFF and AGGRIEVED EMPLOYEES were not provided with all meal periods or payment of one (1) additional hour of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

DEFENDANTS knew or should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were entitled to rest periods in accordance with the Labor Code and applicable IWC Wage Order or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided with a compliant rest period and that PLAINTIFF and AGGRIEVED EMPLOYEES were not provided compliant rest periods or payment of one (1) additional hour of pay at their regular rates of pay when they were not provided a compliant rest period.

DEFENDANTS knew or should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were entitled to receive complete and accurate wage statements in accordance with California law. In violation of the California Labor Code, PLAINTIFF and the AGGRIEVED EMPLOYEES were not provided complete and accurate wage statements.

DEFENDANTS knew or should have known that they had a duty to maintain accurate and complete payroll records in accordance with the Labor Code and applicable IWC Wage Order, but willfully, knowingly, and intentionally failed to do so.

DEFENDANTS knew or should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were entitled to timely payment of all wages earned during their employment and upon termination of employment. In violation of the California Labor Code, PLAINTIFF and the AGGRIEVED EMPLOYEES did not receive payment of all wages due, including, but not limited to, off the clock work, bonuses, split shift premium, overtime wages, minimum wages, and meal and rest period premiums, within permissible time periods.

DEFENDANTS knew or should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were entitled to timely payment of wages during their employment. In violation of the California Labor Code, PLAINTIFF and the AGGRIEVED EMPLOYEES did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, and meal and rest period premiums, within permissible time periods.

DEFENDANTS knew or should have known that they had a duty to compensate PLAINTIFF and AGGRIEVED EMPLOYEES for all hours worked, and that DEFENDANTS had the financial ability to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely represented to PLAINTIFF and AGGRIEVED EMPLOYEES that they would be paid properly their wages but failed to do so all in order to increase DEFENDANTS' profits.

**FAILURE TO PAY WAGES FOR ALL HOURS WORKED; INCLUDING
OVERTIME WAGES (VIOLATION OF CALIFORNIA LABOR CODE §§ 510,
1194, 1198; IWC WAGE ORDER NO.4.)**

During the RELEVANT TIME PERIOD, PLAINTIFF and the AGGRIEVED EMPLOYEES were "non-exempt" employees of DEFENDANTS entitled to overtime compensation pursuant to Cal. Lab. Code § 510 who did not receive proper amount of compensation for overtime work performed. Specifically, DEFENDANTS failed to compensate PLAINTIFF and the AGGRIEVED EMPLOYEES, for all hours worked, including overtime at the rate of no less than one and one-half times the regular rate of pay, which it includes bonuses pursuant to Lab. Code § 510.

By failing to pay PLAINTIFF and the AGGRIEVED EMPLOYEES at the rate of no less than one and one-half times the regular rate of pay, which it includes bonuses, DEFENDANTS deprived PLAINTIFF and the AGGRIEVED EMPLOYEES proper protections and benefits of the laws governing the payment of wages for all hours worked and overtime wages.

During the RELEVANT TIME PERIOD, PLAINTIFF and the AGGRIEVED EMPLOYEES regularly and/or consistently worked in excess of eight (8) hours in a workday, and/or in excess of forty (40) hours in a workweek. The precise number of overtime hours will be proven at trial. Despite the hours worked by PLAINTIFF and the AGGRIEVED EMPLOYEES,

DEFENDANTS intentionally, willfully, in bad faith, and in knowing violation of the California Labor Code, and the applicable IWC Wage Order failed and refused to compensate PLAINTIFF and the AGGRIEVED EMPLOYEES at the rate of no less than one and one-half times the regular rate of pay, which it includes bonuses, pursuant to Lab. Code § 510 for all of the overtime hours worked.

At all relevant times, DEFENDANTS were aware of, and were under a duty to comply with the overtime provisions of the IWO Wage Orders, and California Labor Code including, but not limited to, California Labor Code §§510, 1194 and 1198. The IWC Wage Order provides that DEFENDANTS are and were required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES employed by DEFENDANTS, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at a rate of time-and-one half the employee's regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty hours (40) in a workweek. The Applicable IWC Wage Order further provides that DEFENDANTS are and were required to pay PLAINTIFF and the AGGRIEVED EMPLOYEES overtime compensation at the rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

California Labor Code § 510 codifies the right to overtime compensation and provides, in pertinent part:

“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.” [Emphasis added].

California Labor Code §1194, in pertinent part, provides:

“Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee 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 cost of the suit.”

California Labor Code §1198, in pertinent part, provides:

“(t) the maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

By refusing to compensate PLAINTIFF and the AGGRIEVED EMPLOYEES the proper overtime wages earned, DEFENDANTS violated those California Labor Code provisions cited herein as well as the applicable IWC Wage Order, and their actions are therefore unlawful. PLAINTIFF and the AGGRIEVED EMPLOYEES are entitled to receive the proper amount of overtime compensation for all hours worked in excess of eight (8) hours in one workday and any

work in excess of forty (40) hours in any workweek and the first eight hours worked on the seventh day of work in any one workweek at the rate of no less than one and one half times the regular rate of pay for each employee. In determining the regular rate of pay for each AGGRIEVED EMPLOYEES member, all remuneration paid to each, including but not limited to performance bonuses, must be calculated.

As a direct and proximate result of DEFENDANTS' unlawful conduct, as set forth therein, PLAINTIFF and the AGGRIEVED EMPLOYEES have sustained damages, including loss of earnings for hours of overtime worked, in an amount to be established at trial. Pursuant to California Labor Code §1194, PLAINTIFF and the AGGRIEVED EMPLOYEES are entitled to recover unpaid overtime compensation and double time compensation, including interest thereon. PLAINTIFF is also entitled to recover reasonable attorneys' fees and costs, pursuant to California Labor Code §1194(a).

During the RELEVANT TIME PERIOD, MVP Event Staffing, LLC was and is the PLAINTIFF'S and the AGGRIEVED EMPLOYEES employer and/or person acting on behalf of the DEFENDANTS, within the meaning of California Labor Code § 558, who violated or caused to be violated any section of the wage order regulating the days and hours worked and, as such are individually liable to each member of the AGGRIEVED EMPLOYEES for each such violations as set forth in the California Labor Code.

Labor Code § 558 imposes upon DEFENDANTS, for each initial violation, a penalty of \$50.00 for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover the underpaid wages, which shall be paid to each affected employee. Furthermore, Labor Code § 558 imposes upon DEFENDANTS, for each subsequent violation, a penalty of \$100.00 for each underpaid employee for each pay period for which the employee was underpaid, in addition to an amount sufficient to recover the underpaid wages, which shall be paid to each affected employee.

**FAILURE TO PROVIDE MEAL PERIODS
(VIOLATION OF IWC WAGE ORDER 4-2001, CAL. LAB. CODE §§ 226.7, 512)**

During the RELEVANT TIME PERIOD, the IWC Wage Order and California Labor Code sections 226.7 and 512 were applicable to PLAINTIFF and the AGGRIEVED EMPLOYEES employed by DEFENDANTS. During the RELEVANT TIME PERIOD, PLAINTIFF and the AGGRIEVED EMPLOYEES were "non-exempt" employees of DEFENDANTS and did not receive meal periods or premium pay in lieu of meal periods. By failing to comply with IWC Wage Order and California Labor Code sections 226.7 and 512, DEFENDANTS deprived PLAINTIFF and the AGGRIEVED EMPLOYEES proper protections and benefits of the laws governing meal periods. During the RELEVANT TIME PERIOD, DEFENDANTS were aware of, and under a duty to comply with, California Labor Code §§226.7 and 512.

California Labor Code §226.7 provides:

“(a) No employer shall require any employee to work during any meal or rest period

mandated by an applicable order of the Industrial Welfare Commission.

(b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided."

Moreover, California Labor Code §512 provides:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, 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 the employee only if the first meal period was not waived.

Sections 11 and 12 of IWC Wage Order 4 mandate that the employer provide all applicable meal periods to employees. Section 11 of the applicable IWC Wage Order provides in pertinent part:

"No employer shall employ any person for a work period of more than of not less than 30 minutes... Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked.

If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order the employer shall provide the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

PLAINTIFF and the AGGRIEVED EMPLOYEES regularly and consistently worked eight (8) hours or more per day but were not provided an uninterrupted, thirty-minute meal period within the first five hours of work each day. By failing to consistently provide PLAINTIFF and each member of the AGGRIEVED EMPLOYEES an uninterrupted thirty-minute meal period within the first five hours of work each day, DEFENDANTS violated the California Labor Code and applicable IWC Wage Order provisions. During the RELEVANT TIME PERIOD, DEFENDANTS intentionally and willfully required PLAINTIFF and the AGGRIEVED EMPLOYEES to work during meal periods and failed to compensate PLAINTIFF and the AGGRIEVED EMPLOYEES the full meal period premium for work performed during meal periods.

PLAINTIFF is informed and believes and, on that basis, alleges, that DEFENDANTS failed to pay the one-hour compensation as a premium payment to PLAINTIFF or any member of

the AGGRIEVED EMPLOYEES for all missed or interrupted meal breaks due to their violation of the California Labor Code and applicable IWC Wage Order provisions. Defendant's conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7 and 512(a). As a direct and proximate result of DEFENDANTS unlawful conduct, as set forth herein, PLAINTIFF and the AGGRIEVED EMPLOYEES have sustained damages including loss of compensation resulting from missed meal periods, in an amount to be established at trial.

Pursuant to applicable IWC Wage Order and California Labor Code section 226.7(b), PLAINTIFF and the AGGRIEVED EMPLOYEES are entitled to recover from DEFENDANTS one additional hour of pay at the employee's regular rate of compensation for each and every workday the meal or rest period is not provided. In determining the regular rate of pay for each AGGRIEVED EMPLOYEES member, all remuneration paid to each, including but not limited to performance bonuses, must be calculated. During the RELEVANT TIME PERIOD, DEFENDANTS were and are the PLAINTIFF and the AGGRIEVED EMPLOYEES' employers and/or persons acting on behalf of the DEFENDANTS, within the meaning of California Labor Code § 558, who violated or caused to be violated any section of the wage order regulating the days and hours worked and, as such are individually liable to each member of the AGGRIEVED EMPLOYEES for each such violations as set forth in the California Labor Code.

Labor Code § 558 imposes upon DEFENDANTS, for each initial violation, a penalty of \$50.00 for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover the underpaid wages, which shall be paid to each affected employee. Furthermore, Labor Code § 558 imposes upon DEFENDANTS, for each subsequent violation, a penalty of \$100.00 for each underpaid employee for each pay period for which the employee was underpaid, in addition to an amount sufficient to recover the underpaid wages, which shall be paid to each affected employee.

**FAILURE TO AUTHORIZE AND PERMIT REST BREAKS
(IN VIOLATION OF IWC WAGE ORDER 4-2001, CAL. LAB. CODE§ 226.7)**

During the RELEVANT TIME PERIOD, the IWC Wage Order and California Labor Code sections 226.7 and 512 were applicable to PLAINTIFF and the Aggrieved Employees employed by DEFENDANTS. During the RELEVANT TIME PERIOD, PLAINTIFF and the AGGRIEVED EMPLOYEES were and continue to be "non-exempt" employees of DEFENDANTS and did not receive rest periods or premium pay in lieu of rest periods. By failing to comply with California Labor Code sections 226.7 and 512, DEFENDANTS deprived PLAINTIFF and the AGGRIEVED EMPLOYEES proper protections and benefits of the laws governing rest periods. During the RELEVANT TIME PERIOD, DEFENDANTS were aware of and under a duty to comply with, California Labor Code §226.7 and Section 12 of Wage Order 7-2001.

California Labor Code. §226.7 states

"no employer shall require any employee to work during any meal or rest period

mandated by an applicable order of the Industrial Welfare Commission.”
Section 12 of Wage Order No. 4-2001 provides in relevant part that:

- (A) Every employer shall authorize and permit all employees to take rest periods, which in so far as practicable shall be in the middle of each work period., The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10 minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ‘A) hours. Authorized rest period time shall be counted as hours worked for such there shall be no deduction from wages.

During the RELEVANT TIME PERIOD, DEFENDANTS willfully required PLAINTIFF and the AGGRIEVED EMPLOYEES to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hours period worked. During the RELEVANT TIME PERIOD, DEFENDANTS willfully required PLAINTIFF and the AGGRIEVED EMPLOYEES to work during rest periods and failed to pay PLAINTIFF and the AGGRIEVED EMPLOYEES the full rest period premium for work performed during rest periods.

If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at that employee’s regular rate of compensation for each workday that the rest period is not provided. During the RELEVANT TIME PERIOD, DEFENDANTS failed to pay PLAINTIFF and the AGGRIEVED EMPLOYEES the full rest period premium due pursuant to California Labor Code section 226.7 for all missed rest breaks. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b), PLAINTIFF and the AGGRIEVED EMPLOYEES are entitled to recover from DEFENDANTS one additional hour of pay at the employees’ regular rate of compensation for each and every workday that the rest period was not provided. In determining the regular rate of pay for each AGGRIEVED EMPLOYEES member, all remuneration paid to each, including but not limited to performance bonuses, must be calculated. In committing the violations of state law as herein alleged, DEFENDANTS refused to perform their obligations to authorize and permit rest periods and have also failed to pay rest premium wages. As a direct result, PLAINTIFF and the AGGRIEVED EMPLOYEES have suffered, and continue to suffer, substantial losses, including those related to the use and enjoyment of such compensation, wages, and lost interest on such monies in seeking to compel DEFENDANTS to fully perform their obligation under state law, all to their respective damage in amounts according to proof at trial and within the jurisdictional limitations of this Court.

During the RELEVANT TIME PERIOD, DEFENDANTS are and/or were the PLAINTIFF and the AGGRIEVED EMPLOYEES' employers and/or persons acting on behalf of DEFENDANTS within the meaning of California Labor Code§ 558, who violated or caused to be violated, a section of Part 2, Chapter I, of the California Labor Code or any provision regulating hours and days of work in any Order of the Industrial Welfare Commission and, as such, are subject to penalties for each underpaid employee, which shall be paid to each affected employee, as set forth in Labor Code § 558.

Labor Code § 558 imposes upon DEFENDANTS for each initial violation a penalty of \$50.00 for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover the underpaid wages, which shall be paid to each affected employee. Furthermore, Labor Code § 558 imposes upon DEFENDANTS for each subsequent violation a penalty of \$100 for each underpaid employee for each pay period for which the employee was underpaid, in addition to an amount sufficient to recover the underpaid wages, which shall be paid to each affected employee.

VIOLATION OF CALIFORNIA LABOR CODE §§ 1182.12, 1194, 1197, 1197.1, AND 1198—UNPAID MINIMUM WAGES

At all relevant times, California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 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. Compensable work time is defined in Wage Order No. 4 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code. Regs. tit. 8, § 11040(2)(K) (defining “Hours Worked”).

DEFENDANTS systematically, and on a company-wide basis, required PLAINTIFF and AGGRIEVED EMPLOYEES to work and were not compensated for their work. Despite PLAINTIFF’S demands to be paid, even on DEFENDANTS social media accounts, DEFENDANTS failed to pay him at least the minimum wage.

DEFENDANTS required PLAINTIFF and AGGRIEVED EMPLOYEES to work during their 30-minute unpaid meal periods due to DEFENDANTS’ systemic and company-wide failure to schedule uninterrupted meal periods prior to the fifth hour of work. DEFENDANTS did not pay minimum wages for meal periods PLAINTIFF and the AGGRIEVED EMPLOYEES worked through that qualified for overtime premium payment. Thus, Defendants did not pay at least minimum wages for all hours worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

DEFENDANTS’ failure to pay PLAINTIFF and the AGGRIEVED EMPLOYEES minimum wages violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California Labor Code section 1194.2, PLAINTIFF and the AGGRIEVED EMPLOYEES are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

**FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
(VIOLATION OF CAL. LAB. CODE §§ 226(a), 246(i), 1147(d))**

Labor Code § 226(a) requires employers to furnish their employees with each wage payment an accurate, itemized writing that shows gross wages earned, total hours worked, all deductions, net wages earned, the inclusive dates of the period for which the employee is paid, the name of the employee and the portion of his or her social security number as required by law, all

applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate by the employee.

DEFENDANTS engages in a policy and practice of violating California Labor Code §§ 226(a), by failing to provide PLAINTIFF and the AGGRIEVED EMPLOYEES with accurate itemized wage statements in compliance with the statutory requirement of §226(a). DEFENDANTS knew or should have known that PLAINTIFF and the AGGRIEVED EMPLOYEES were entitled to receive accurate wage statements. In violation of the California Labor Code, DEFENDANTS failed to provide PLAINTIFF and the AGGRIEVED EMPLOYEES members with itemized wage statements or separate written statements *accurately* showing this information.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall... [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments...” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d).

During the relevant time period, and in violation of Labor Code section 1174(d), DEFENDANTS willfully failed to maintain accurate payroll records for PLAINTIFF and the AGGRIEVED EMPLOYEES showing the daily hours they worked and the wages paid thereto as a result of failing to record.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the RELEVANT TIME PERIOD, DEFENDANTS failed, on a company-wide basis, to keep accurate records of all hours worked, meal period start and stop times for PLAINTIFF and AGGRIEVED EMPLOYEES, in violation of section 1198.

California Labor Code §246(i) provides “[a]n employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee’s itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee’s payment of wages. If an employer provides unlimited paid sick leave or unlimited paid time off to an employee, the employer may satisfy this section by indicating on the notice or the employee’s itemized wage statement “unlimited.” The penalties described in this article for a violation of this subdivision shall be in lieu of the penalties for a violation of Section 226. This

subdivision shall apply to employers covered by Wage Order 11 or 12 of the Industrial Welfare Commission only on and after January 21, 2016.

DEFENDANTS failed to provide wages statements to PLAINTIFF and the AGGRIEVED EMPLOYEES that complied with Labor Code §§ 226, and 246(i). PLAINTIFF and the AGGRIEVED EMPLOYEES, suffered and continue to suffer injuries, including substantial losses related to the use and enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking to compel DEFENDANTS to fully perform its obligations under state law, all to their respective damage in amounts according to proof at trial. Pursuant to Labor Code §§ 226(e)(2) and 226(c)(2)(B)(i), PLAINTIFF and the AGGRIEVED EMPLOYEES are deemed to have suffered injury as a result of DEFENDANTS' failure to provide accurate and complete information as required by Labor Code § 226(a).

Labor Code § 226, in part, permits employees suffering injury to collect actual damages or the amount specified in Labor Code § 226. Thus, Labor Code § 226(e) requires DEFENDANTS to pay the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars (\$100.00) per employee for each violation in subsequent pay periods, plus attorney's fees and costs, to each member of the AGGRIEVED EMPLOYEES, including PLAINTIFF, who were injured by DEFENDANTS' failure to comply with Labor Code § 226(a). The exact amount of the applicable penalty is all in an amount to be shown according to proof at trial.

Furthermore, Labor Code § 226(g) permits an employee to bring an action for injunctive relief to ensure compliance with Labor Code § 226. Thus, PLAINTIFF and the AGGRIEVED EMPLOYEES additionally seek injunctive relief to ensure compliance with Labor Code § 226.

WAITING TIME PENALTIES
(VIOLATION OF CAL. LAB. CODE §§ 201, 202, 203)
(Against All DEFENDANTS)

At all times herein mentioned, PLAINTIFF and the AGGRIEVED EMPLOYEES were employees of DEFENDANTS and DEFENDANTS were subject to California law. California Labor Code §§ 201 and 202 require that an employer promptly pay all wages due to quitting or discharged employees. Labor Code section 203 provides a penalty for the willful failure to pay all wages due to an employee who is discharged under section 201 or quit under § 202. This penalty consists of an amount equal to the sum of the employee's wages at the employee's prior rate of pay, until the unpaid wages are paid, in an amount not to exceed the equivalent of 30 days' pay.

As set forth in § 201, upon the end of the PLAINTIFF's and the AGGRIEVED EMPLOYEES' employment, DEFENDANTS were obligated to pay all compensation earned and unpaid at the time of termination. DEFENDANTS failed to do so. At the time of termination of the PLAINTIFF and the AGGRIEVED EMPLOYEES, DEFENDANTS failed to timely pay the PLAINTIFF and the AGGRIEVED EMPLOYEES for all their hours worked, minimum wages, and overtime compensation. DEFENDANTS are obligated to pay PLAINTIFF and the AGGRIEVED EMPLOYEES waiting-time penalty equivalent to thirty (30) full working days'

worth of wages. DEFENDANTS violated 201-203 by willfully failing to pay all wages due to PLAINTIFF and the AGGRIEVED EMPLOYEES who have been discharge or who have quit.

**FAILURE TO PAY ALL WAGES TIMELY DURING EMPLOYMENT IN VIOLATION
OF LABOR CODE §§204, 210
(Against All DEFENDANTS)**

Lab. Code § 204 (a) provides “[a]ll wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month.

Lab. Code § 210(a) provides “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3 shall be subject to a penalty as follows:

(1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee.

(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

DEFENDANTS intentionally refused to comply with Lab Code §204. California Labor Code section 215 makes it a misdemeanor for “[a]ny person, or the agent, manager, superintendent or officer thereof” to fail to pay wages in accordance with Section 204.

**FAILURE TO INDEMNIFY FOR EXPENDITURES INCURRED IN DISCHARGE OF
DUTIES (CAL. LAB. CODE §2802)**

During the RELEVANT TIME PERIOD, California Labor Code § 2802 was applicable to PLAINTIFF and the AGGRIEVED EMPLOYEES employed by DEFENDANTS. PLAINTIFF and the AGGRIEVED EMPLOYEES were and are entitled to the protections of California Labor Code § 2802.

Cal. Lab. Code §2802(a) provides in relevant part that:

“An employer shall indemnify his or him employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or him duties, or of his or him obedience to the directions of the employer....”

DEFENDANTS required PLAINTIFF and the AGGRIEVED EMPLOYEES to regularly use their own personal cellphones to conduct DEFENDANTS’ business. During THE RELEVANT TIME PERIOD, as a result of the unlawful acts of DEFENDANTS, PLAINTIFF and the AGGRIEVED EMPLOYEES have incurred expenditures and losses in an amount to be

determined at trial. Pursuant to California Labor Code § 2802, DEFENDANTS are required to fully reimburse PLAINTIFF and the AGGRIEVED EMPLOYEES for all expenses incurred by them in the performance of their job duties. PLAINTIFF and the AGGRIEVED EMPLOYEES suffered, and will continue to suffer, damages in amounts according to proof at the time of trial as a direct and proximate result of DEFENDANTS' willful conduct of requiring PLAINTIFFS to agree to illegal terms and conditions of employment and DEFENDANTS' unlawful failure to reimbursement PLAINTIFF and the AGGRIEVED EMPLOYEES for the vehicle, and their personal cellphone use.

In failing to reimburse PLAINTIFF and the AGGRIEVED EMPLOYEES for the use of their personal vehicles, and their personal cellphones to conduct DEFENDANTS' business, DEFENDANTS acted maliciously, oppressively, and despicably, with the wrongful intention of causing injury and hardship to PLAINTIFF and the AGGRIEVED EMPLOYEES by reaping economic gain at PLAINTIFF and the AGGRIEVED EMPLOYEES' expenses, in willful and conscious disregard of PLAINTIFFS' statutory and regulatory rights.

PLAINTIFF and the AGGRIEVED EMPLOYEES are entitled to recovery from DEFENDANTS, and each of them, the full amount of the necessary business-related expenses and costs incurred during the course and scope of employment, incurred as a result of DEFENDANTS' unlawful policies and practices plus attorneys' fees and costs, interests accrued from the date on which PLAINTIFF and the AGGRIEVED EMPLOYEES incurred such expenditures and/or the unlawful deductions.

FAILURE TO PROVIDE PERSONNEL RECORDS (CAL. LAB CODE § 1198.5)

Lab Code § 1198.5 provides:

- (a) Every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee's performance or to any grievance concerning the employee.
- (b) (1) The employer shall make the contents of those personnel records available for inspection to the current or former employee, or his or her representative, at reasonable intervals and at reasonable times, but not later than 30 calendar days from the date the employer receives a written request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to inspect the records, and the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request. Upon a written request from a current or former employee, or his or her representative, the employer shall also provide a copy of the personnel records, at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date the employer receives the request, unless the current or former employee, or his or her representative, and the employer agree in writing to a date beyond 30 calendar days to produce a copy of the records, as long as the agreed-upon date does not exceed 35 calendar days from the employer's receipt of the written request. Except as provided in paragraph (2) of subdivision (c), the employer is not required to

make those personnel records or a copy thereof available at a time when the employee is actually required to render service to the employer, if the requester is the employee.

(k) If an employer fails to permit a current or former employee, or his or her representative, to inspect or copy personnel records within the times specified in this section, or times agreed to by mutual agreement as provided in this section, the current or former employee or the Labor Commissioner may recover a penalty of seven hundred fifty dollars (\$750) from the employer.

(l) A current or former employee may also bring an action for injunctive relief to obtain compliance with this section, and may recover costs and reasonable attorney's fees in such an action.

DEFENDANTS willfully failed to permit the PLAINTIFF to inspect or copy her personnel file within 30 calendar days of her request in direct violation of Cal. Lab. Code § 1198.5.

Labor Code § 2810.5: The California Wage Theft Prevention Act of 2011 ("WTPA") became effective on January 1, 2012. Among other provisions, the WTPA adds section 2810.5 to the California Labor Code. The act requires that all employers provide each employee with a written notice containing specified information. The notice must be in the language the employer normally uses to communicate employment-related information to the employee. Specifically, employers are required to provide each employee, at the time of hiring, with a written notice containing the following information: (1) the rate or rates of pay "and basis thereof," whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, as applicable; (2) allowances, if any, claimed as part of the minimum wage, including meal or lodging allowances; (3) the regular payday designated by the employer in accordance with the requirements of the Labor Code; (4) the name of the employer, including any "doing business as" names used by the employer; (5) the physical address of the employer's main office or principal place of business, and a mailing address, if different; (6) the telephone number of the employer; (7) the name, address, and telephone number of the employer's workers' compensation insurance carrier; and (8) any other information the Labor Commissioner deems material and necessary.

PLAINTIFF began her employment with DEFENDANTS on or about December 2021 when Cal. Lab. Code § 2810.5 was in full force and effect. PLAINTIFF was a non-exempt employee entitled to notice pursuant Cal. Lab. Code § 2810.5. Cal. Labor Code § 2810.5 is aimed at informing employees about such fundamental and material information concerning their pay and rates of pay under an employment relationship. DEFENDANTS willfully, and intentionally failed to comply with the requirements of Cal. Lab. Code § 2810.5. DEFENDANTS failed to provide PLAINTIFF with a Notice to Employee.

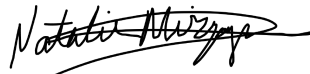
All the above violations, including the violations stated were suffered by PLAINTIFF and all other similarly situated and Aggrieved Employees working for DEFENDANTS in California daily as a result of DEFENDANTS' uniform policies and practices,

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and managerial instructions. DEFENDANTS knowingly, intentionally and willfully refused and continue to refuse to comply with California law.

The purpose of this letter is to satisfy the requirements created by California Labor Code section 2699 prior to seeking penalties allowed by law for the aforementioned violations. We look forward to hearing from you whether the agency intends to take any action in reference to these violations.

Sincerely,

A handwritten signature in black ink, appearing to read "Natalie Mirzayan", with a long horizontal flourish extending to the right.

Natalie Mirzayan, Esq.

Attorney for Nagina Hamid and Aggrieved
Employees