

KASEY DIBA, ESQ. (SBN 171081)
AMIR T. ALAVI, ESQ. (SBN 284085)
FINNEGAN & DIBA, A LAW CORPORATION
3660 Wilshire Boulevard, Suite 800
Los Angeles, California 90010
Telephone: (213) 480-0292
Telecopier: (213) 480-0805
Attorneys for Plaintiff, GUILLERMO ORTIZ

FILED
Superior Court of California
County of Los Angeles
08/23/2024

David W. Slayton, Executive Officer / Clerk of Court
By: S. Shumate Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT

GUILLERMO ORTIZ, an individual,

Plaintiffs,

vs.

AREAS USA LAX, LLC, a Florida limited
liability company, CARLOS BERNAL, an
individual; and DOES 1 through 20, inclusive,

Defendants.

Case No.: 24STCV15037

**FIRST AMENDED INDIVIDUAL AND
REPRESENTATIVE COMPLAINT FOR
DAMAGES:**

- 1. FAILURE TO PAY ALL MINIMUM WAGES EARNED** (*Lab. Code §§ 510, 1194, 1194.2 & 1198*)
 - 2. FAILURE TO PAY ALL OVERTIME WAGES EARNED** (*Lab. Code §§ 510, 1194, & 1198*)
 - 3. FAILURE TO PROVIDE MEAL PERIODS** (*Lab. Code §§ 226.7 & 512*)
 - 4. FAILURE TO PROVIDE REST PERIODS** (*Lab. Code §§ 226.7 & 512*)
 - 5. FAILURE TO PAY ALL WAGES UPON DISCHARGE** (*Lab. Code §§ 201, 202, & 203*)
 - 6. FAILURE TO FURNISH ACCURATE WAGE STATEMENTS** (*Lab. Code § 226*)
 - 7. FAILURE TO KEEP ACCURATE EMPLOYMENT RECORDS** (*Cal. Lab. Code §§ 1174 & 1174.5*)
 - 8. FAILURE TO PROVIDE EMPLOYMENT RECORDS** (*Labor Code §§ 226(f) & 1198.5*)
 - 9. UNLAWFUL BUSINESS PRACTICES** (*Cal. Bus. & Prof. Code §§ 17200 et seq.*)
 - 10. WORK ENVIRONMENT HARASSMENT** (*Gov. Code § 12940(j)*)
 - 11. RETALIATION** (*Gov. Code § 12940(h)*)
 - 12. FAILURE TO PREVENT HARASSMENT, DISCRIMINATION, AND/OR RETALIATION** (*Gov. Code § 12940(k)*)
 - 13. CIVIL PENALTIES PURSUANT TO P.A.G.A.** (*Cal. Lab. Code § 2699, et seq*)
- JURY TRIAL DEMANDED**

COMES NOW Plaintiff GUILLERMO ORTIZ, an individual, who alleges, avers and claims as follows against Defendant AREAS USA LAX, LLC, a California limited liability company, and DOES 1 through 20, inclusive:

PARTIES

1. Plaintiff, GUILLERMO ORTIZ (hereinafter “ORTIZ”) is an individual and at all times material herein was and is a resident of the city of Los Angeles in the county of Los Angeles, California, and was employed by Defendant from in or around 2004 through March 30, 2022, serving tables at one of Defendant’s restaurants, Engine Co 28, located inside of Los Angeles International Airport – LAX.

2. Defendant, AREAS USA LAX, LLC, a Florida limited liability company (hereinafter “AREAS”), bearing California Secretary of State Entity No. 200905810039, is registered to do business in the State of California and owns and operates multiple business enterprises at Los Angeles International Airport (hereinafter “LAX”), including Engine Co 28 where Plaintiff was employed..

3. Defendant CARLOS BERNAL (hereinafter “Mr. Bernal”) is an individual and at all times material herein owns and operates AREAS, a commercial enterprise in the City of Los Angeles, in the County of Los Angeles, California and was at all times Plaintiff’s employer in control of Plaintiff’s wages, hours, and/or working conditions as the Managing Member of AREAS, and an alter ego of AREAS. Mr. Bernal is also liable for Plaintiff’s damages and civil penalties claimed herein pursuant to Labor Code §§ 558, 558.1 and relevant authority.

4. Plaintiff does not know the true names, identities and capacities of the defendants sued herein as DOES 1 through 30, Inclusive, and each of them, and who therefore sues them by such fictitious names. When the true names, identities and capacities of such other defendants have been ascertained, permission of the court will be requested to amend this complaint to insert therein the true names, identities and capacities of said defendants.

5. All times mentioned, Defendants, and each of them, were the employees, agents, servants and representatives of each of the remaining defendants and, at all times herein mentioned, were acting within the course and scope of such employment, agency, service and representation and all things alleged herein were done with the consent, permission, ratification and direction of each of the other Defendants.

1 6. Plaintiff is informed and believe, and based thereon allege, that each Defendant sued in
2 this action acts and acted, in all respects pertinent to this action, as the agent of the other Defendants,
3 carried out a joint scheme, business plan or policy in all respects pertinent hereto, and that the acts of
4 each Defendant are legally attributable to the other Defendants.

5 7. Plaintiff is informed and believe, and based thereon allege, that each Defendant sued in
6 this action, including each Defendant sued by the fictitious names DOES 1 through 30, inclusive, is
7 directly or indirectly responsible in some manner for the occurrences, controversies and damages
8 alleged herein, in various capacities, including but not limited to serving as joint employer, joint
9 tortfeasor, single enterprise, alter ego, or agents of the other Defendants. Each Defendant approved,
10 participated in, controlled, or ratified the acts of all other Defendants.

11 **JURISDICTION AND VENUE**

12 8. This Court has personal jurisdiction over each of the Defendants because they are
13 residents of and/or doing business in the State of California.

14 9. Under California Code of Civil Procedure Section 395(a), venue is proper in this county
15 because the Defendants reside and/or do business in California.

16 10. The amount in controversy in this matter exceeds the sum of Thirty-Five Thousand
17 Dollars (\$35,000.00), exclusive of interest, costs, and fees.

18 11. Plaintiff has exhausted all administrative requirements for proceeding with claims under
19 the Fair Employment and Housing Act ("FEHA"), codified at California Government Code, Section
20 12960, et seq., by timely filing an administrative complaint with the California Department of Fair
21 Employment and Housing ("DFEH") and receiving a Right-to-Sue letter. PLAINTIFF immediately
22 received a Notice of Case Closure and Right-to-Sue letter dated June 14, 2024. A true and correct copy
23 of Plaintiff's Right-to-Sue letter and DFEH Complaint are attached hereto as **Exhibit "A"** and fully
24 incorporated herein by reference.

25 12. On or about June 14, 2024, Plaintiff sent a letter by Certified Mail to Defendants AREAS,
26 giving notice of Defendants' Labor Code and Wage Order violations, as alleged herein. A copy of said
27 letter was also submitted on the same date to the California Labor and Workplace Development Agency
28 ("LWDA"), via the online filing system, together with the \$75.00 filing fee, to exhaust the

1 administrative requirements for proceeding with civil penalties under the Private Attorney General Act
2 (“PAGA”), Labor Code Section 2698 et seq. A true and correct copy of the May 24, 2024, letter to the
3 LWDA is attached hereto as **Exhibit “B”** and fully incorporated herein by reference.

4 13. Plaintiff afforded LWDA the opportunity to consider and decline to prosecute Plaintiff’s
5 notice of Defendants’ Labor Code violations, after notice of Plaintiff’s intent to prosecute a private
6 enforcement action for civil penalties under PAGA cause of action against Defendants, pursuant to
7 California Labor Code section 2699.3, subdivision (a)(2)(A).

8 **GENERAL ALLEGATIONS**

9 14. AREAS operates various business enterprises within Los Angeles International Airport
10 terminals, including locations Plaintiff worked.

11 15. Plaintiff began working for AREAS approximately 9 years ago. Over the final three to
12 four years of Plaintiff’s employment, he was assigned to the AREAS’ restaurant Engine 28. Prior to
13 this time, Plaintiff worked at AREAS’ restaurant Corona Beach House. On information and belief,
14 AREAS employs approximately 300 people at various business operations at LAX terminals.

15 16. Plaintiff was off work for approximately one year from August 2020 to August 2021 due
16 to the pandemic. Plaintiff was paid between \$18.25 and \$18.79 over the last four years of working.

17 17. While Plaintiff worked at Engine 28, there were primarily only two servers during any
18 given shift. There was no host and servers also were required to bus their own tables. The restaurant
19 was severely understaffed and very busy. Moreover, there was never a Manager on the floor.

20 18. Plaintiff was not able to take meal or rest breaks. He was required to clock out for lunch
21 but wasn’t actually afforded the opportunity to take meal breaks. Managers took issue with not clocking
22 out for lunch without accepting the reality of the situation. Plaintiff would get written up for not
23 clocking out for lunch but was also expected to properly and timely serve customers. The two policies
24 were mutually exclusive. Plaintiff could not clock out for lunch for 30 minutes and expect to be able
25 to serve customers their food, take their orders, clean tables and the like without upsetting customers
26 and affecting revenue of the business. Therefore, Plaintiff and other employees would clock in/out for
27 lunch to avoid getting a warning while also managing the restaurant.

28 19. Plaintiff and Defendants’ other aggrieved employees would quickly get food, eat fast and

1 then come back to work.

2 20. Plaintiff did not have the opportunity to take a full, on time, meal break.

3 21. Moreover, Plaintiff was only able to eat during this pseudo meal breaks after the rush
4 which almost always ended shortly before his shift ended. The Floor Manager (Isabel Garcia) or
5 Supervisor (Connie Moore) would ask Plaintiff if he clocked out for his meal breaks and if did not, he
6 would get written up, thus highlighting the policy that it was the appearance of taking a break that was
7 important, not actually having an opportunity to take a code compliant meal break.

8 22. On one occasion Plaintiff received a verbal break warning for clocking out for his meal
9 break a few minutes after end of the 5th hour but again ignoring the reality of the ground level
10 circumstances. There was no one to relieve Plaintiff for a break and if Plaintiff took a break, he would
11 upset customers, leave their food to get cold, leave them without having their order taken, leave the
12 restaurant looking dirty and unappealing.

13 23. AREAS HR monitored time sheets and would notify and send a message to Plaintiff and
14 Plaintiff's supervisor if he did not clock out for a meal break but would never come down to relieve
15 Plaintiff for a break and take over his duties.

16 24. Thus, Plaintiff would clock in and out for lunch to give appearance of taking lunch in
17 order to avoid being written up and potentially losing his job but would not actually be able to take
18 lunch because the restaurant was severely short staffed and busy. Management was aware of the
19 busyness of the restaurant and were not concerned with whether or not Plaintiff was actually able to
20 take meal breaks, but only with the records reflecting same.

21 25. Plaintiff voiced concerns to his managers about the policy of clocking out for a meal
22 period while it not being feasible to actually take a meal break in the middle of the lunch or dinner rush,
23 to no avail.

24 26. AREAS also failed to pay Plaintiff all wages owed. AREAS did not incorporate tips
25 when calculating Plaintiff or their aggrieved employees' regular rate of pay, and thus failed to pay
26 Plaintiff or their aggrieved employees all overtime earned. Plaintiff earned \$300 to \$500 in tips each
27 shift which were not incorporated into his regular rate of pay.

28 27. Plaintiff also worked off the clock work approximately once a week. Plaintiff would

1 clock out and continue working 1 to 1.5 hours since the restaurant was short staffed.

2 28. Plaintiff could not stay on the clock because managers would complain about paying
3 overtime, but Plaintiff would inform his managers that he was going to clock out and continue working
4 to which they did not object.

5 29. Plaintiff resigned from his employment because he was being harassed by one of his
6 coworkers in retaliation for speaking up regarding a customer complaint. Plaintiff complained about
7 the harassment by his coworkers, but his complaints fell on deaf ears.

8 30. Specifically, on or about July 15, 2023, as usual, the restaurant was short staffed and very
9 busy. Due to this, customers were getting angry about the wait for their meals.

10 31. A customer and the bar tender, Sabrina, began arguing. The situation intensified and the
11 manager was summoned. Plaintiff and one other person were the only two servers scheduled that day.
12 The manager asked them both to fill out a statement against bartender so AREAS can terminate her
13 employment. Plaintiff refused but his manager said it will be confidential.

14 32. Plaintiff acquiesced. Later, AREAS HR gave the paperwork to the union who then
15 showed it to Sabrina, who then discovered the statement given by Plaintiff. Sabrina began harassing
16 Plaintiff about having given the statement.

17 33. Sabrina stopped making drinks for Plaintiff's tables or would make his table's drinks last.
18 If Ortiz asked for his drinks, she would respond to him in a loud and hostile tone much like a scream.

19 34. Plaintiff complained to his manager. The manager spoke with Sabrina about the situation
20 which only caused Sabrina to become more angry, hostile and abusive to Plaintiff.

21 35. When Plaintiff would walk by her, Sabrina would mock him by making crying sounds.

22 36. Sabrina was fired twice at the company but was rehired a third time by coming in through
23 the union.

24 37. Plaintiff didn't want to work with Sabrina anymore because she was harassing him, he
25 complained to managers Connie Moore (restaurant manager) and concept manager Isabel Garcia.

26 38. However, nothing was done in response to Plaintiff's complaints.

27 39. Around September of 2023 Plaintiff requested to work on Sunday and Monday only to
28 avoid working with Sabrina. Then Sabrina changed her schedule to work Sundays, at which time

1 Plaintiff began using his sick days to avoid having to work with Sabrina. Ultimately, Plaintiff could
2 not continue working only two days per week and AREAS management did not take sufficient action
3 to remedy the harassment Plaintiff was being subjected to.

4 40. Plaintiff resigned in November after Ricardo Realegeno gave him a written warning
5 because he was not going to work on Sundays because of Sabrina. Ortiz objected to the write up and
6 gave his two-week notice the same day.

7 **FIRST CAUSE OF ACTION**

8 **FAILURE TO PAY ALL MINIMUM WAGES EARNED**

9 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

10 (Labor Code §§ 510, 1194, 1194.2, 1197, 1198, Wage Order 5-2001, §3(A))

11 41. Plaintiff realleges and incorporates herein by reference paragraphs 1 through 40,
12 inclusive as though fully set forth herein.

13 42. At all times relevant to this Complaint, the California Wage Orders and California Code
14 of Regulations were in effect and binding on Defendants. In addition, at all times material herein,
15 Plaintiff was under the protection of California Wage Order and California Code of Regulations
16 requirement.

17 43. Plaintiff was at all times material employed by Defendants. However, during this time
18 Defendants failed to pay Plaintiff for all overtime hours worked in accordance with applicable Labor
19 Code and Wage Order provisions. Specifically, Plaintiff worked certain overtime hours without any
20 payment at all while off the clock, inclusive of minimum wage. In addition, Plaintiff was required to
21 clock out for meal breaks even though he was not able to in fact take a meal break, resulting a total
22 failure to pay Plaintiff wages for those hours worked, which includes minimum and overtime wages.

23 44. As a direct and proximate result of Defendant's unlawful conduct, as set forth herein,
24 Plaintiff sustained damages, including loss of earnings for hours of overtime worked on behalf of
25 Defendants in an amount to be established at trial, plus interest, attorneys' fees and costs pursuant to
26 Labor Code § 1194. Individual Defendants are individually liable, pursuant to Labor Code § 558.1.

27 45. Defendants are also liable for attorney's fees, interest, and costs of suit pursuant to Labor
28 Code § 1194.

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY ALL OVERTIME WAGES EARNED**

3 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

4 (Labor Code §§ 510, 1194, 1198, Wage Order 5-2005, §3(A))

5 46. Plaintiff incorporates by reference and reallege paragraphs 1 through 45, inclusive, as
6 though set forth fully herein.

7 47. Plaintiff worked in California and/or under California law.

8 48. At all times relevant herein, California Labor Code §510 and IWC Wage Order 5-2001
9 requires employers, like Defendants, to pay non-exempt employees overtime premium(s) for hours
10 worked in excess of 8 (or in excess of 12) in a given workday, 40 in a given workweek, or on the seventh
11 day worked in a single workweek. Pursuant to California Labor Code §1198, it is unlawful to employ
12 persons for hours longer than the hours set by the Industrial Welfare Commission (“IWC”), or under
13 conditions prohibited by the applicable wage orders of the IWC.

14 49. Plaintiff and the aggrieved employees were a non-exempt employees entitled to be paid
15 overtime compensation for all overtime hours worked. Plaintiff regularly worked more than 8 hours in
16 a day and/or 40 hours in a week but at all times he was only paid at his regular rate of pay for overtime
17 hours worked. Specifically, Plaintiff worked off the clock each week after work and during meal
18 periods for which he was clocked out but in fact required to continue working. In addition, the overtime
19 rate of pay at which Plaintiff was paid was not based on the correct Regular Rate of Pay since it did not
20 incorporate his tips. On information and belief, the same violations were committed against Plaintiff
21 and the aggrieved employees.

22 50. Plaintiff and the aggrieved employees worked in excess of eight hours per day and in
23 excess of 40 hours per week, and Defendants unlawfully failed to pay the proper overtime compensation
24 required in violation of IWC Wage Order No. 5, and the California Labor Code §§ 510 and 1198,
25 throughout the Period and continuing to the present. Pursuant to California Labor Code § 1194, Plaintiff
26 is entitled to recover the unpaid overtime compensation.

27 51. As a direct and proximate result of Defendant’s unlawful conduct, as set forth herein,
28 Plaintiff sustained damages, including loss of earnings for hours of overtime worked on behalf of

1 Defendants in an amount to be established at trial, plus interest, attorneys' fees and costs pursuant to
2 Labor Code § 1194. Individual Defendants are individually liable, pursuant to Labor Code § 558.1.

3 52. Defendant's failure to pay overtime was done willfully, in bad faith, in knowing violation
4 of the California Labor Code and IWC Wage Order 5-2001, and with malice.

5 **THIRD CAUSE OF ACTION**

6 **FAILURE TO PROVIDE MEAL PERIODS**

7 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

8 (Labor Code §§ 226.7 and 512, IWC Wage Order 5-2001, §11)

9 53. Plaintiff incorporates by reference and reallege paragraphs 1 through 52, inclusive, as
10 though set forth fully herein.

11 54. As alleged herein, Defendants have maintained a policy and/or practice whereby Plaintiff
12 and the aggrieved employees were denied meal breaks required by California law. Specifically,
13 Defendants have systematically failed and/or refused to provide Plaintiff and the aggrieved employees
14 with uninterrupted, off-duty meal break of at least 30 consecutive minutes in duration, as guaranteed to
15 them as employees under California Labor Code sections 226.7 and 512, and Wage Order 5-2001.

16 55. Wage Order 5-2001 requires an employer to pay an employee an additional hour of
17 compensation for every shift that a mandated meal period is not provided. California Labor Code §
18 226.7, subdivision (b), likewise requires an employer to pay an employee an additional hour of
19 compensation for every shift that a meal period required by the California Wage Orders is not provided.

20 56. At all times relevant herein, Defendants have failed and/or refused to provide Plaintiff
21 and the aggrieved employees with the additional compensation for missed, late, or interrupted meal
22 periods required by California Labor Code section 226.7 and Wage Order 5-2001.

23 57. Plaintiff is owed one premium hour of pay for each shift during which a meal break
24 violation took place, as well as prejudgment interest, costs and reasonable attorney's fees pursuant to
25 Labor Code §§ 218.5 and 218.6.

26 58. Individual Defendants are individually liable, pursuant to Labor Code § 558.1.
27
28

1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE REST PERIODS**

3 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

4 (Labor Code §§ 226.7 and 512, IWC Wage Order 5-2001, §11)

5 59. Plaintiff incorporates by reference and reallege paragraphs 1 through 58, inclusive, as
6 though set forth fully herein.

7 60. As alleged herein, Defendant maintained a policy and/or practice whereby Plaintiff was
8 denied rest breaks required by California law. Specifically, Defendant has systematically failed and/or
9 refused to provide Plaintiff with all uninterrupted, off-duty rest breaks of at least 10 consecutive minutes
10 in duration, as guaranteed to him as an employee under California Labor Code sections 226.7 and 512,
11 and Wage Order 1652001.

12 61. Wage Order 5-2001, require an employer to pay an employee an additional hour of
13 compensation for every shift in which said employee was not authorized or permitted to take a mandated
14 rest period. California Labor Code section 226.7, subdivision (b), likewise requires an employer to pay
15 an employee an additional hour of compensation for every shift that a rest period mandated by the
16 California Wage Orders is not provided.

17 62. At all times relevant herein, Defendants have failed and/or refused to provide Plaintiff
18 and the aggrieved employees with the additional compensation for missed, late, or interrupted rest
19 periods required by California Labor Code section 226.7 and Wage Order 5-2001.

20 63. Plaintiff is owed one premium hour of pay for each shift during which a rest break
21 violation took place, as well as prejudgment interest, costs and reasonable attorney's fees pursuant to
22 Labor Code §§ 218.5 and 218.6.

23 64. Individual Defendants are individually liable, pursuant to Labor Code § 558.1.

24 **FIFTH CAUSE OF ACTION**

25 **FAILURE TO PAY ALL WAGES UPON DISCHARGE, WAITING TIME PENALTIES**

26 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

27 (Labor Code § 203, IWC Wage Order 5-2001 §3(A))

28 65. Plaintiff incorporates by reference and realleges paragraphs 1 through 64, inclusive, as

1 though set forth fully herein.

2 66. Sections 201 and 202 of the California Labor Code require employers to promptly pay
3 all wages owing to an employee at the conclusion of employment.

4 67. Plaintiff is no longer working for Defendants. When Plaintiff's employment was
5 terminated by Defendants, Plaintiff did not receive all compensation due and owing as required
6 pursuant to Labor Code § 203, which provides that an employee's wages shall continue as a penalty
7 until paid for a period of up to thirty (30) days from the time they were due.

8 68. Specifically, Defendant did not pay Plaintiff all regular wages, overtime wages, or
9 premium wages owed after discharge.

10 69. Plaintiff has not been paid all wages earned for more than thirty (30) days. Defendants'
11 failure to pay Plaintiff all wages owed was willful. On information and belief, Plaintiff and defendants'
12 aggrieved employees have all been subjected to the same violation.

13 70. Plaintiff is therefore entitled to thirty (30) days of waiting time penalties against
14 Defendants in an amount to be determined at trial. Plaintiff also seek recovery of attorney's fees, costs,
15 and interest pursuant to Labor Code §§ 218.5 and 218.6. Individual Defendants are individually liable,
16 pursuant to Labor Code § 558.1.

17 **SIXTH CAUSE OF ACTION**

18 **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**

19 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

20 (Labor Code §§ 226 and IWC Wage Order 5-2001, §7(B))

21 71. Plaintiff incorporates by reference and reallege paragraphs 1 through 64, inclusive, as
22 though set forth fully herein.

23 72. Labor Code § 226(a) requires Defendant, at the time of each payment of wages, to
24 provide each employee with an accurate wages statement itemizing among other things, the total hours
25 worked by the employee, the applicable hourly rate, the gross and net wages earned by the employee
26 in the pay period, and the name and address of the legal entity that is the employer.

27 73. Defendant failed to keep accurate time of Plaintiff's work hours and failed to pay all
28 wages earned, including but not limited to minimum wage, overtime wages, and premium wages.

1 complied with all administrative prerequisites to collect the civil penalty imposed by § 1174.5.

2 82. Defendant and each of them are liable as Plaintiff's employers since they controlled
3 Plaintiff's wages, hours, and/or working conditions. Defendants are alternatively liable pursuant joint
4 and/or special employment doctrines, and/or pursuant to Labor Code §§ 218.7, 218.8, and 558.1.

5 **EIGHTH CAUSE OF ACTION**

6 **FAILURE TO PROVIDE EMPLOYMENT RECORDS**

7 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

8 (Cal. Lab. Code §§ 226(k) & 1198.5(f))

9 83. Plaintiff incorporates by reference and re-allege paragraphs 1 through 82, inclusive, as
10 though set forth fully herein.

11 84. On or about April 9, 2024, Plaintiff requested a full and complete copy of his employee
12 file and payroll records from Defendant via certified U.S. Mail in compliance with Labor Code §§
13 226(c) and 1198.5(b)(1).

14 85. Defendant failed and/or refused to provide Plaintiff with either a copy of his payroll
15 records or employee file to date in violation of Labor Code §§ 226 and 1198.5 although the request was
16 received and acknowledged.

17 86. As a result of Defendant's failure to comply with Plaintiffs' Labor Code §§ 226 and
18 1198.5 demand, Plaintiff seeks recovery of the Seven Hundred Fifty Dollars (\$750.00) penalty pursuant
19 to Labor Code § 226(f), the Seven Hundred Fifty Dollars (\$750.00) penalty pursuant to Labor Code §
20 1198.5, as well as reasonable attorney's fees and costs of suit pursuant to Labor Code §§ 226(h) and
21 1198.5(l).

22 87. Defendant and each of them are liable as Plaintiff's employers since they controlled
23 Plaintiff's wages, hours, and/or working conditions. Defendants are alternatively liable pursuant joint
24 and/or special employment doctrines, and/or pursuant to Labor Code §§ 218.7, 218.8, and 558.1.

NINTH CAUSE OF ACTION
UNLAWFUL BUSINESS PRACTICES
[PLAINTIFF AGAINST AREAS USA LAX LLC]

(Bus. & Prof. Code §§ 17200 et seq.)

88. Plaintiff re-alleges and incorporates herein by reference paragraphs 1 through 87, inclusive, as though set forth fully herein.

89. California has an important public policy of protecting the welfare of employees, and thus provides for necessary meal and rest periods and that statutorily-guaranteed wages be paid for all hours worked and for missed meal and rest periods. California also prohibits deductions to wages unless authorized by law. See Cal. Lab. Code §§ 221, 224, 226.7, 512 & 1197. Defendants' willful scheme, through which Plaintiff was denied all minimum wages and overtime wages earned, mandated meal and rest periods, premium wages for missed meal and rest periods, and accurate wage statements, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other employees, and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

90. A violation of California Business & Professions Code sections 17200 et seq. may be predicated on the violation of any state or federal law. Defendant's activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200 et seq.

91. Plaintiff at all times material was an hourly wage-earning worker who was not paid all minimum and overtime wages earned, premium wages for missed meal and rest periods, have accurate records kept of his work, provided accurate wage statements, and other violations which are unlawful and unfair business practices. Throughout the relevant time, Defendants, as described herein, have failed and/or refused to abide by the minimum-employee protections that have long been set forth in California law.

92. Defendant's scheme allows Defendant to strip Plaintiff of his fundamental employment rights, such as the rights to minimum wage, overtime wages, mandated meal and rest periods, premium wages for missed rest periods, itemized wage statements, and the prompt payment of full wages within

1 time limits set by law, as provided under various provisions of the Labor Code and Wage Order 5-2001,
2 for their own unjust financial gain. Defendant was unjustly enriched by their scheme of failing to pay
3 Plaintiff all wages earned and failing to comply with numerous California Labor Code provisions.

4 93. Plaintiff is also entitled to disgorgement of profits, return of monies Defendant has been
5 unjustly enriched through their unlawful business practices, interest, an award of attorneys' fees and
6 costs pursuant to the common fund doctrine, California Code of Civil Procedure section 1021.5, and
7 other applicable laws.

8 **TENTH CAUSE OF ACTION**

9 **HARASSMENT**

10 **[PLAINTIFF AGAINST AREAS USA LAX LLC]**

11 94. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 93, inclusive, as
12 though set forth fully herein.

13 95. At all times material herein, Defendants were required to comply with the obligations
14 imposed by California Fair Employment and Housing Act ("FEHA") and Plaintiff was an employee of
15 Defendants protected by the FEHA.

16 96. Plaintiff claims he was subjected to harassment as a result of participating in a harassment
17 investigation by Defendants' management regarding claims of harassment lodged against Plaintiff's
18 coworker, and that this harassment created a work environment that was hostile, intimidating, offensive,
19 oppressive, and/or abusive.

20 97. Specifically, Plaintiff was asked to participate in an investigation about a coworker and
21 to give a statement of his observations regarding an incident in which the coworker was involved.

22 98. Plaintiff was reluctant because he did not want to create any problems between himself
23 and his coworker. Defendants assured Plaintiff that the statement would not be revealed and his
24 coworker would not learn of same. However, Defendants disclosed Plaintiff's participation to his
25 coworker and the substance of his statement.

26 99. Thereafter, Plaintiff's coworker embarked on a mission to make work as difficult and
27 unpleasant as she could for Plaintiff. Plaintiff complained about the conduct to his supervisors, to no
28 avail. The behavior was not addressed.

1 100. Ultimately, Plaintiff felt so harassed at work and unable to work with his coworker, he
2 requested that his schedule be changed so that he did not have to work with his individual any longer,
3 which resulted in a reduction of work days and hours Plaintiff was able to work, and a loss of income.

4 101. As explained and described above, the harassing conduct was severe and/or pervasive. A
5 reasonable person in Plaintiff's circumstances would have considered the work environment created by
6 Plaintiff's supervisors and permitted to continue by Defendants to be hostile, intimidating, offensive,
7 oppressive, and/or abusive.

8 102. Plaintiff did in fact consider the work environment to be hostile, intimidating, offensive,
9 oppressive, and abusive.

10 103. Plaintiff was harassed, and Defendants or its agents knew or should have known of the
11 conduct since Plaintiff complained of same to management and human resources who failed to take
12 immediate and appropriate corrective action. Plaintiff was harmed and Defendants' conduct, and/or
13 failure to act, was a substantial factor in causing Plaintiff's harm.

14 104. As a proximate result of the aforementioned harassment by Defendants' agent against
15 Plaintiff, Plaintiff has sustained and will continue to sustain substantial losses in earnings and other
16 employment benefits in an amount according to proof at trial.

17 105. As a proximate result of Defendants' agent's unchecked harassment of Plaintiff, Plaintiff
18 has suffered humiliation, emotional distress, and mental and physical pain and anguish, all to Plaintiff's
19 damage in an amount according to proof at trial.

20 106. Defendant at all times herein acted maliciously, fraudulently, oppressively, and with the
21 wrongful intention of injuring Plaintiff, and acted with an improper and evil motive amounting to
22 malice. Alternatively, Defendants' despicable conduct was carried out in conscious disregard of
23 Plaintiff's rights. As a result of Defendants' conduct, Plaintiff is entitled to recover punitive damages,
24 in an amount commensurate with each Defendants' wealth.

25 107. Plaintiff has also incurred and continues to incur attorneys' fees and legal expenses in
26 an amount according to proof at the time of trial.

ELEVENTH CAUSE OF ACTION

RETALIATION

[PLAINTIFF AGAINST AREAS USA LAX LLC]

(Government Code § 12940(h))

108. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 107, inclusive, as though set forth fully herein.

109. At all times material herein, Defendants were required to comply with the obligations imposed by California Fair Employment and Housing Act (“FEHA”) and Plaintiff was an employee of Defendants protected by the FEHA.

110. The FEHA prohibits “any employer, labor organization, employment agency, or person to discharge, expel, or otherwise discriminate against any person because the person has opposed any practices forbidden under this part or because the person has filed a complaint, testified, or assisted in any proceeding under this part.” Government Code § 12940(g).

111. Specifically, Plaintiff was asked to participate in an investigation about a coworker and to give a statement of his observations regarding an incident in which the coworker was involved.

112. Plaintiff was reluctant because he did not want to create any problems between himself and his coworker. Defendants assured Plaintiff that the statement would not be revealed and his coworker would not learn of same. However, Defendants disclosed Plaintiff's participation to his coworker and on information and belief the substance of his statement.

113. Thereafter, Plaintiff's coworker embarked on a mission to make work as difficult and unpleasant as she could for Plaintiff. Plaintiff complained about the conduct to his supervisors, to no avail. The behavior was not addressed. Plaintiff's coworker retaliated against him for participating in an investigation about her and later for complaining about his coworker's harassment.

114. Ultimately, Plaintiff felt so harassed at work and unable to work with his coworker, he requested that his schedule be changed so that he did not have to work with his individual any longer, which resulted in a reduction of workdays and hours Plaintiff was able to work, and a loss of income.

115. Plaintiff was also retaliated against by his supervisors for complaining about the harassment Plaintiff was subjected to after participating in the investigation about his coworker.

1 116. As explained and described above, the harassing conduct was severe and/or pervasive. A
2 reasonable person in Plaintiff's circumstances would have considered the work environment created by
3 Plaintiff's supervisors and permitted to continue by Defendants to be hostile, intimidating, offensive,
4 oppressive, and/or abusive.

5 117. Plaintiff did in fact consider the work environment to be hostile, intimidating, offensive,
6 oppressive, and abusive.

7 118. Plaintiff was harassed, and Defendants or its agents knew or should have known of the
8 conduct since Plaintiff complained of same to management and human resources who failed to take
9 immediate and appropriate corrective action. Plaintiff was harmed and Defendants' conduct, and/or
10 failure to act, was a substantial factor in causing Plaintiff's harm.

11 119. As a proximate result of the aforementioned adverse employment actions by Defendants
12 against Plaintiff, Plaintiff has sustained and will continue to sustain substantial losses in earnings and
13 other employment benefits in an amount according to proof at trial.

14 120. As a proximate result of Defendants' discriminatory termination of Plaintiff's
15 employment, Plaintiff has suffered humiliation, emotional distress, and mental and physical pain and
16 anguish, all to Plaintiff's damage in an amount according to proof at trial.

17 121. Defendants committed the acts alleged herein maliciously, fraudulently, oppressively,
18 and with the wrongful intention of injuring Plaintiff, and acted with an improper and evil motive
19 amounting to malice. Alternatively, Defendants' despicable conduct was carried out in conscious
20 disregard of Plaintiff's rights. As a result of Defendants' conduct, Plaintiff is entitled to recover punitive
21 damages, in an amount commensurate with each Defendants' wealth.

22 122. Plaintiff has also incurred and continues to incur attorneys' fees and legal expenses in an
23 amount according to proof at the time of trial.

1 **TWELFTH CAUSE OF ACTION**

2 **FAILURE TO PREVENT DISCRIMINATION, HARASSMENT OR RETALIATION**

3 **[PLAINTIFF AGAINST AREAS USA LAX LLC]**

4 (Government Code § 12940(k))

5 123. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 122, inclusive, as
6 though set forth fully herein.

7 124. At all times material herein, Defendant was required to comply with the obligations
8 imposed by California Fair Employment and Housing Act ("FEHA") and Plaintiff was an employee of
9 Defendant protected by the FEHA.

10 125. The FEHA prohibits "an employer, labor organization, employment agency,
11 apprenticeship training program, or any training program leading to employment, to fail to take all
12 reasonable steps necessary to prevent discrimination and harassment from occurring." Government
13 Code § 12940(k).

14 126. Defendants failed to take all reasonable steps to prevent harassment and retaliation
15 against Plaintiff by allowing Plaintiff's coworkers and supervisors to execute duties without oversight.

16 127. Specifically, Plaintiff was asked to participate in an investigation about a coworker and
17 to give a statement of his observations regarding an incident in which the coworker was involved.

18 128. Plaintiff was reluctant because he did not want to create any problems between himself
19 and his coworker. Defendants assured Plaintiff that the statement would not be revealed and his
20 coworker would not learn of same. However, Defendants disclosed Plaintiff's participation to his
21 coworker and on information and belief the substance of his statement.

22 129. Thereafter, Plaintiff's coworker embarked on a mission to make work as difficult and
23 unpleasant as she could for Plaintiff. Plaintiff complained about the conduct to his supervisors, to no
24 avail. The behavior was not addressed. Plaintiff's coworker retaliated against him for participating in
25 an investigation about her and later for complaining about his coworker's harassment.

26 130. Ultimately, Plaintiff felt so harassed at work and unable to work with his coworker, he
27 requested that his schedule be changed so that he did not have to work with his individual any longer,
28 which resulted in a reduction of workdays and hours Plaintiff was able to work, and a loss of income.

1 131. Plaintiff was also retaliated against by his supervisors for complaining about the
2 harassment Plaintiff was subjected to after participating in the investigation about his coworker.

3 132. Plaintiff was harassed and retaliated against, and the failure to address the harassment
4 and retaliation led to a reduction in work hours Plaintiff worked, a reduction in income, and ultimately
5 the total loss of employment with Defendants.

6 133. Plaintiff was harmed by Defendants' failure to prevent the discrimination, harassment,
7 and retaliation, causing Plaintiff to lose income, as well as suffer from embarrassment, shame,
8 humiliation, stress, anxiety and emotional distress.

9 134. Defendants failed to take reasonable steps to prevent the harassment and/or retaliation
10 that was a substantial factor in causing Plaintiff's harm.

11 135. As a proximate result of the aforementioned adverse employment actions by Defendants
12 against Plaintiff, Plaintiff has suffered and continues to sustain substantial losses in earnings and other
13 employment benefits in an amount according to proof at trial.

14 136. As a proximate result of Defendants' wrongful termination of Plaintiff's employment,
15 Plaintiff has suffered humiliation, emotional distress, and mental and physical pain and anguish, all to
16 Plaintiff's damage in an amount according to proof at trial.

17 137. Defendants committed the acts alleged herein maliciously, fraudulently, oppressively,
18 and with the wrongful intention of injuring Plaintiff, and acted with an improper and evil motive
19 amounting to malice. Alternatively, Defendants' despicable conduct was carried out in conscious
20 disregard of Plaintiff's rights. As a result of Defendants' conduct, Plaintiff is entitled to recover punitive
21 damages, in an amount commensurate with each Defendants' wealth.

22 138. Plaintiff also incurred and continues to incur attorneys' fees and legal expenses in an
23 amount according to proof at the time of trial.

24 **THIRTEENTH CAUSE OF ACTION**

25 **[Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.]**

26 **[PLAINTIFF AGAINST ALL DEFENDANTS]**

27 139. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 138, inclusive,
28 as though set forth fully herein.

1 140. At all times herein mentioned, Defendants were subject to the Labor Code of the State
2 of California and the applicable Industrial Welfare Commission Orders.

3 141. California Labor Code § 2699(a) specifically provides for a private right of action to
4 recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law, any
5 provision of this code that provides for a civil penalty to be assessed and collected by the Labor and
6 Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies,
7 or employees, for a violation of this code, may, as an alternative, be recovered through a civil action
8 brought by an aggrieved employee on behalf of himself or herself and other current or former
9 employees pursuant to the procedures specified in Section 2699.3.”

10 142. Plaintiff has exhausted his administrative remedies pursuant to California Labor Code
11 § 2699.3. On June 14, 2024, he gave written notice by online filing to the Labor and Workforce
12 Development Agency and by certified mail to Defendants of the specific provisions of the Labor
13 Code that Defendants have violated against Plaintiff and current and former aggrieved employees,
14 including the facts and theories to support the violations. Plaintiff also paid the filing fee. Plaintiffs’
15 PAGA case number is LWDA-CM-1034061-24.

16 143. More than 65 days have elapsed since Plaintiff provided notice, but the Labor and
17 Workforce Development Agency has not indicated that it intends to investigate Defendants’ Labor
18 Code violations discussed in the notice. Accordingly, Plaintiffs may commence a civil action to
19 recover penalties under Labor Code § 2699 pursuant to § 2699.3 for the violations of the Labor Code
20 described in this Complaint. These penalties include, but are not limited to, penalties under California
21 Labor Code §§ 210, 226.3, 248.5(e), 510, 558, 1197.1, and 2699(f)(2).

22 144. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor Code
23 § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing
24 labor who willfully fails to maintain accurate and complete records required by California Labor
25 Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order 5-2001 §
26 7(A)(3), every employer shall keep time records showing when the employee begins and ends each
27 work period. Meal periods, and total hours worked daily shall also be recorded. Additionally,
28

1 pursuant to the applicable IWC Order 5-2001 § 7(A)(5), every employer shall keep total hours worked
2 in the payroll period and applicable rates of pay.

3 145. During the time period of employment for Plaintiff and the Aggrieved Employees,
4 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
5 maintain accurate records showing meal periods, and accurate records showing when employees
6 begin and end each work period. Defendants' failure to provide and maintain records required by the
7 Labor Code IWC Wage Orders deprived Plaintiff and the Aggrieved Employees the ability to know,
8 understand and question the accuracy and frequency of meal periods, and the accuracy of their hours
9 worked stated in Defendants' records. Therefore, Plaintiff and the Aggrieved Employees had no way
10 to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic
11 enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees have suffered
12 and continue to suffer, substantial losses related to the use and enjoyment of such wages, lost interest
13 on such wages and expenses and attorney's fees in seeking to compel Defendants to fully perform its
14 obligation under state law, all to their respective damage in amounts according to proof at trial.
15 Because of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage
16 Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were
17 prevented from knowing, understanding, and disputing the wage payments paid to them.

18 146. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of
19 civil penalties on behalf of himself, the State of California, and similarly Aggrieved Employees of
20 Defendants. The exact amount of the applicable penalties, in all, shall be in an amount to be shown
21 according to proof at trial. These penalties are in addition to all other remedies permitted by law.

22 147. Plaintiff also seeks the imposition of civil penalties against Mr. Bernal pursuant to
23 Labor Code § 558, in addition to personal liability for the violations of AREAS.

24 148. In addition, Plaintiff seeks an award of reasonable attorney's fees and costs pursuant to
25 California Labor Code § 2699(g)(1), which states, "Any employee who prevails in any action shall
26 be entitled to an award of reasonable attorney's fees and costs."
27
28

1 **WHEREFORE, PLAINTIFF PRAY FOR JUDGMENT AGAINST DEFENDANT AS**
2 **FOLLOWS:**

3 **As to the First Cause of Action for Failure to Pay all Regular & Minimum Wages Earned:**

- 4 1. For unpaid minimum wages and liquidated damages in an amount equal to same pursuant
5 to Labor Code §§ 1194 and 1194.2, subject to proof at trial;
- 6 2. For prejudgment interest on all damages awarded under Labor Code §§ 1194 and 1194.2;
- 7 3. For reasonable attorney's fees pursuant to Labor Code § 1194;
- 8 4. For costs of suit pursuant to Labor Code § 1194;
- 9 5. For individual liability against Defendant Carlos Bernal pursuant to Labor Code § 558.1
10 and/or IWC Wage Order No. 5-2001(2)(G); and
- 11 6. For such other and further relief as the Court may deem proper.

12 **As to the Second Cause of Action for Failure to Pay all Overtime Wages Earned:**

- 13 1. For all unpaid overtime wages due pursuant to Labor Code §§ 510 & 1194, subject to
14 proof at trial;
- 15 2. For prejudgment interest at the maximum legal rate pursuant to Labor Code § 1194;
- 16 3. For reasonable attorneys' fees pursuant to Labor Code § 1194; and
- 17 4. For costs of suit pursuant to Labor Code § 1194;
- 18 5. For individual liability against Defendant Carlos Bernal pursuant to Labor Code § 558.1
19 and/or IWC Wage Order No. 5-2001(2)(G); and
- 20 6. For such other and further relief as the Court may deem proper.

21 **As to the Third Cause of Action for Failure to Provide Meal Periods:**

- 22 1. For all unpaid premium wages due and owing as a result of each meal period violation
23 pursuant to Labor Code 226.7(c), subject to proof at trial;
- 24 2. For prejudgment interest at the maximum legal rate pursuant to Labor Code § 218.6;
- 25 3. For reasonable attorney's fees and costs of suit pursuant to Labor Code § 218.5;
- 26 4. Liability against Defendant and any person acting on behalf of Defendant pursuant to
27 Labor Code § 558.1; and
- 28 5. For such other and further relief as the Court may deem proper.

As to the Fourth Cause of Action for Failure to Provide Rest Periods:

1. For all unpaid premium wages due and owing as a result of each rest period violation pursuant to Labor Code 226.7(c), subject to proof at trial;
2. For prejudgment interest at the maximum legal rate pursuant to Labor Code § 218.6;
3. For reasonable attorney's fees and costs of suit pursuant to Labor Code § 218.5;
4. Liability against Defendant and any person acting on behalf of Defendant pursuant to Labor Code § 558.1; and
5. For such other and further relief as the Court may deem proper.

As to the Fifth Cause of Action for Failure to Pay All Wages Upon Discharge:

1. For damages, including the full amount of unpaid wages and continuation of wages allowable under Labor Code § 203 subject to proof at trial;
2. For prejudgment interest at the maximum legal rate pursuant to Labor Code § 218.6;
3. For reasonable attorney's fees and costs of suit pursuant to Labor Code § 218.5;
4. Liability against Defendant and any person acting on behalf of Defendant pursuant to Labor Code § 558.1; and
5. For such other and further relief as the Court may deem proper.

As to the Sixth Cause of Action for Failure to Furnish Accurate Wage Statements:

1. For penalties pursuant to Labor Code §§ 226(e) and 226.3, subject to proof at trial;
2. For reasonable attorneys' fees;
3. For costs of suit; and
4. For such other and further relief as the Court may deem proper.

As to the Seventh Cause of Action for Failure to Keep Accurate Records:

1. All penalties authorized by Labor Code § 1174.5;
2. For injunctive relief; and
3. For such other and further relief as the Court may deem proper.

As to the Eighth Cause of Action for Failure to Produce Employee File and Payroll Records:

1. For penalties under Labor Code § 226(k) and 1198.5(f), according to proof at trial;
2. For injunctive relief pursuant to Labor Code § 226(h);

3. Attorney's fees pursuant to Labor Code § 226(h) and 1198.5(l);
4. For costs of suit herein incurred pursuant to Labor Code § 226(h) and 1198.5(l); and
5. For such other and further relief as the Court may deem proper.

As to the Ninth Cause of Action for Unlawful Business Practices:

1. For restitution and back pay, subject to proof at trial;
2. Disgorgement of profits;
3. For injunctive relief;
4. For prejudgment interest on all damages awarded under Civil Code Section 3287(a);
5. Attorney's fees pursuant to Labor Code § 1021.5 & B&P §17200, et seq.;
6. For costs of suit herein incurred;
7. For such other and further relief as the Court may deem proper.

On the Tenth Through Twelfth Causes of Action:

1. For back pay, and loss of future earnings, and other special damages according to proof;
2. For general damages to compensate Ms. Kamp for emotional distress, pain and suffering, and loss of enjoyment of life;
3. For attorney's fees and costs pursuant to Government Code Section 12965(b);
4. For prejudgment interest on all damages awarded under Civil Code Section 3287(a);
5. For punitive damages;
6. For injunctive relief;
7. For costs of suit herein incurred; and
8. For such other and further relief as the Court may deem proper.

As to the Thirteenth Cause of Action for P.A.G.A. Civil Penalties:

1. That the Court declare, adjudge and decree that Defendants violated the California Labor Code by failing to provide meal periods, failing to maintain accurate records of meal periods, failing to authorize and permit rest periods, failing to reimburse for all necessary business expenses, failing to maintain accurate records of all hours worked and meal periods, failing to pay final wages at termination, failing to provide paid sick days, and failing to furnish accurate wage statements;

2. For all actual, consequential and incidental losses and damages, according to proof;
3. For all civil penalties pursuant to California Labor Code § 2699, et seq., and all other applicable Labor Code provisions;
4. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code § 2699;
5. For such other and further relief as the Court may deem equitable and appropriate.

DATED: August 23, 2024

FINNEGAN & DIBA, A LAW CORPORATION

By: 
AMIR T. ALAVI, ESQ.
Attorneys for Plaintiff, GUILLERMO ORTIZ

DEMAND FOR JURY TRIAL

Plaintiff, by and through counsel, hereby demands a jury trial on all causes of action and claims to which he has a right to jury trial.

DATED: August 23, 2024

FINNEGAN & DIBA, A LAW CORPORATION

By: 
AMIR T. ALAVI, ESQ.
Attorneys for Plaintiff, GUILLERMO ORTIZ

EXHIBIT “A”



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 14, 2024

Amir Alavi
3660 Wilshire Blvd., Suite 800
Los Angeles, CA 90010

RE: **Notice to Complainant's Attorney**
CRD Matter Number: 202406-25108614
Right to Sue: Ortiz / AREAS USA LAX LLC

Dear Amir Alavi:

Attached is a copy of your complaint of discrimination filed with the Civil Rights Department (CRD) pursuant to the California Fair Employment and Housing Act, Government Code section 12900 et seq. Also attached is a copy of your Notice of Case Closure and Right to Sue.

Pursuant to Government Code section 12962, CRD will not serve these documents on the employer. You must serve the complaint separately, to all named respondents. Please refer to the attached Notice of Case Closure and Right to Sue for information regarding filing a private lawsuit in the State of California. A courtesy "Notice of Filing of Discrimination Complaint" is attached for your convenience.

Be advised that the CRD does not review or edit the complaint form to ensure that it meets procedural or statutory requirements.

Sincerely,

Civil Rights Department



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 14, 2024

RE: **Notice of Filing of Discrimination Complaint**
CRD Matter Number: 202406-25108614
Right to Sue: Ortiz / AREAS USA LAX LLC

To All Respondent(s):

Enclosed is a copy of a complaint of discrimination that has been filed with the Civil Rights Department (CRD) in accordance with Government Code section 12960. This constitutes service of the complaint pursuant to Government Code section 12962. The complainant has requested an authorization to file a lawsuit. A copy of the Notice of Case Closure and Right to Sue is enclosed for your records.

Please refer to the attached complaint for a list of all respondent(s) and their contact information.

No response to CRD is requested or required.

Sincerely,

Civil Rights Department



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 14, 2024

Guillermo Ortiz
3660 WILSHIRE BLVD, SUITE 800
LOS ANGELES, CA 90010

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202406-25108614
Right to Sue: Ortiz / AREAS USA LAX LLC

Dear Guillermo Ortiz:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective June 14, 2024 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

**COMPLAINT OF EMPLOYMENT DISCRIMINATION
BEFORE THE STATE OF CALIFORNIA
Civil Rights Department
Under the California Fair Employment and Housing Act
(Gov. Code, § 12900 et seq.)**

In the Matter of the Complaint of

Guillermo Ortiz

CRD No. 202406-25108614

Complainant,

vs.

AREAS USA LAX LLC

,

Respondents

1. Respondent **AREAS USA LAX LLC** is an **employer** subject to suit under the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.).

2. Complainant **Guillermo Ortiz**, resides in the City of **LOS ANGELES**, State of **CA**.

3. Complainant alleges that on or about **November 23, 2023**, respondent took the following adverse actions:

Complainant was harassed because of complainant's national origin (includes language restrictions), age (40 and over), other.

Complainant experienced retaliation because complainant reported or resisted any form of discrimination or harassment, participated as a witness in a discrimination or harassment complaint and as a result was forced to quit, denied hire or promotion, denied work opportunities or assignments, denied or forced to transfer.

Additional Complaint Details: Claimant resigned from his employment because he was being harassed by one of his coworkers in retaliation for speaking up regarding a customer complaint. Claimant complained about the harassment by his coworkers, but his complaints fell on deaf ears.

1 Specifically, on or about July 15, 2023, as usual, the restaurant was short staffed and very
2 busy. Due to this, customers were getting angry about the wait for their meals.
3 A customer and the bar tender, Sabrina, began arguing. The situation intensified and the
4 manager was summoned. Claimant and one other person were the only two servers
5 scheduled that day. The manager asked them both to fill out a statement against bartender
6 so AREAS can terminate her employment. Claimant refused but his manager said it will be
7 confidential.
8 Claimant acquiesced. Later, AREAS HR gave the paperwork to the union who then showed
9 it to Sabrina, who then discovered the statement given by Plaintiff. Sabrina began
10 harassing Claimant about having given the statement.
11 Sabrina stopped making drinks for Plaintiff's tables or would make his table's drinks last. If
12 Ortiz asked for his drinks, she would respond to him in a loud and hostile tone much like a
13 scream.
14 Claimant complained to his manager. The manager spoke with Sabrina about the situation
15 which only caused Sabrina to become more angry, hostile and abusive to Plaintiff.
16 When Claimant would walk by her, Sabrina would mock him by making crying sounds.
17 Sabrina was fired twice at the company but was rehired a third time by coming in through
18 the union.
19 Claimant didn't want to work with Sabrina anymore because she was harassing him, he
20 complained to managers Connie Moore (restaurant manager) and concept manager Isabel
21 Garcia.
22 However, nothing was done in response to Plaintiff's complaints.
23 Around September of 2023 Claimant requested to work on Sunday and Monday only to
24 avoid working with Sabrina. Then Sabrina changed her schedule to work Sundays, at which
25 time Claimant began using his sick days to avoid having to work with Sabrina. Ultimately,
26 Claimant could not continue working only two days per week and AREAS management did
27 not take sufficient action to remedy the harassment Claimant was being subjected to.
28 Claimant resigned in November after Ricardo Realegeno gave him a written warning
because he was not going to work on Sundays because of Sabrina. Ortiz objected to the
write up and gave his two-week notice the same day.

1 VERIFICATION

2 I, **AMIR T. ALAVI**, am the **Attorney** in the above-entitled complaint. I have read the
3 foregoing complaint and know the contents thereof. The matters alleged are based
4 on information and belief, which I believe to be true.

5 On June 14, 2024, I declare under penalty of perjury under the laws of the State of
6 California that the foregoing is true and correct.

7 **LOS ANGELES, CA**
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

EXHIBIT “B”



FINNEGAN & DIBA
A LAW CORPORATION

3660 Wilshire Blvd., Suite 800, Los Angeles, CA 90010 / Tel: 213-480-0292 / Fax: 213-480-0805 / Email: info@fdlegal.com

June 14, 2024

- Via Online Submission
& Certified U.S. Mail -

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA CERTIFIED MAIL

AREAS USA LAX LLC
5301 Blue Lagoon Drive, Suite 690
Miami, FL 33126

Notice of Labor Code Violations and PAGA Penalties

RE: Guillermo Ortiz v. Areas USA LAX LLC

To Whom it May Concern:

As you are aware, my office has been retained by **Mr. Guillermo Ortiz** ("Employee") to pursue a Labor Code Private Attorney General Act (PAGA) representative action (Cal. Lab. Code §§ 2699, et seq.) against his former employer, **Areas USA LAX LLC** ("Employer"). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations which Employee alleges Employer engaged in with respect to Employee and all of Employer's aggrieved employees.

Employee wishes to pursue a PAGA representative action on behalf of himself as an aggrieved employee, on behalf of the State of California, and on behalf of all other current and former aggrieved employees who worked for Employer in California as an hourly paid, non-exempt employee at any time within the applicable statutory period (hereafter, the "Aggrieved Employees"). Employee and the Aggrieved Employees of Employer suffered the Labor Code violations described below.

Factual Background Regarding Plaintiff's Employment with Employer

Employer owns and operates an industry, business, and establishment that operates within the State of California, including Los Angeles County. As such, Employer is subject to the California Labor Code and Wage Orders issued by the Industrial Welfare Commission ("IWC").

Employee started working for Employer in or about the year 2015, and worked continuously for Employer until approximately November 13, 2023, in Los Angeles County, with the exception of one year of closure due to the pandemic from approximately August 2020 to August 1, 2021. Employee was hired to work at one of Employer's several establishments operating within various terminals at Los Angeles International Airport. During the time that Employee was

employed by Employer, Employee typically worked 5 days per workweek, and often more than 8 hours in a workday (at times working in excess of 12 hours in a workday).

Throughout Employee's employment, Employer committed numerous labor code violations under state law. As discussed below, Employee's experience working for Employer was typical and illustrative. The result is that Employer is liable for civil penalties arising out of its intentional and systematic violations of the following labor codes:

Failure to Pay for All Hours Worked, Including Overtime Wages

Under California law, an employer must pay for all hours worked by an employee. "Hours worked" is the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work, whether or not required to do so.

In addition, Labor Code § 510 provides that employees in California shall not be employed more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

Labor Code §§ 1194 and 1198 also provide that employees in California shall not be employed more than eight hours in any workday unless they receive additional compensation beyond their regular wages in amounts specified by law. Additionally, Labor Code § 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

Employee alleges Employer maintained a policy and practice of failing to pay Employee and the Aggrieved Employees for all hours worked (including minimum wages, straight time wages and overtime wages). Employer regularly failed to accurately keep track of employee work hours which resulted, over a period of time, in failing to compensate Employee and the Aggrieved Employees properly for the time they worked in accordance with California law, even though the realities of Employer's operations are such that it is possible, practical, and feasible to count and pay for work time to the minute. In addition, Employer failed to calculate Employee's overtime rate of pay using Employee's regular rate of pay incorporating Employee's tips, and committed the same violation against all aggrieved employees. In addition, Employer required Employee and Aggrieved Employees to clock out for meal breaks to appear to be in compliance with the Labor Code without actually providing compliant meal breaks while employee continued to work. The practice results in both a meal break violation and a failure to pay wages. Employer also engaged in other conduct that resulted in a failure to pay all wages earned.

Accordingly, Employer regularly and frequently paid Employee and the Aggrieved Employees less than what they were owed for their time worked. Much of this unpaid work also should have been paid at the overtime rate. Thus, Employer failed to pay all minimum, regular, and overtime wages to Employee and the Aggrieved Employees. In doing the above, Employer also failed to maintain accurate records of the hours Employee and the Aggrieved Employees worked.

As a result, Employer is liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 204, 210, 558, 1197.1, and 2699(f)(2) for failing to pay for all hours worked, including overtime.

Failure to Provide Meal Periods

Under California law, Employer has an affirmative obligation to relieve employees of all duty in order to take their first 30-minute, duty-free meal periods no later than the start of the sixth hour of work in a workday, and to allow employees to take their second 30-minute, duty-free meal period no later than the start of the eleventh hour of work in the workday. Further, employees are entitled to be paid one hour of additional wages for each workday they were not provided with all required meal period(s).

Despite these legal requirements, Employer wrongfully failed to provide Employee and the Aggrieved Employees with legally compliant meal periods. Employer regularly required Employee and the Aggrieved Employees to work in excess of five consecutive hours a day without providing a 30-minute, continuous and uninterrupted, duty-free meal period for every five hours of work, or without compensating Employee and the Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of work or tenth hour of work. Employer did not adequately inform Employee and the Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Employer also did not operate its establishments with sufficient staffing to allow Employee and Aggrieved Employees to take breaks.

Specifically, Employer required employees to clock out for meal breaks to appear to be in compliance with the Labor Code without actually providing compliant meal breaks while employees worked without pay. Employer also did not authorize or provide a second meal period when Employee and the Aggrieved Employees worked in excess of 10 hours in a workday. Moreover, Employer did not have adequate written policies or practices providing meal periods for Employee and the Aggrieved Employees, nor did Employer have adequate policies or practices regarding the timing of meal periods. Employer also did not have adequate policies or practices to verify whether Employee and the Aggrieved Employees were able to take meal breaks and took their required meal breaks. Accordingly, Employer's policy and practice was to not provide meal periods to Employee and the Aggrieved Employees in compliance with California law and not pay one hour of premium pay.

Employee and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s). Employer, however, regularly failed to pay Employee and the Aggrieved Employees the additional wages to which they were entitled for meal periods and that were not provided.

As a result, Employer is liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to provide meal periods and pay meal period premium wages.

Failure to Provide Rest Periods

Employer is required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Thus, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. Employer, however, wrongfully failed to authorize and permit Employee and the Aggrieved Employees to take timely and duty-free rest periods. Employer regularly required

Employee and the Aggrieved Employees to work in excess of four consecutive hours a day without Employer authorizing and permitting them to take a 10 minute, continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours), or without compensating Employee and the Aggrieved Employees for rest periods that were not authorized or permitted. Employer did not adequately inform Employee and the Aggrieved Employees of their right to take a rest period. Moreover, Employer did not have adequate policies or practices permitting or authorizing rest periods for Employee and the Aggrieved Employees, nor did Employer have adequate policies or practices regarding the timing of rest periods. Employer also did not have adequate policies or practices to verify whether Employee and the Aggrieved Employees were able to take their required rest periods. Further, Employer did not maintain accurate records of employee work periods, and therefore cannot demonstrate that Employee and the Aggrieved Employees took rest periods during the middle of each work period. Accordingly, Employer's policy and practice was for Employee and the Aggrieved Employees to work through rest periods and to not authorize or permit any rest periods.

Employee and the Aggrieved Employees are thus entitled to be paid one hour of additional wages for each workday he or she was not authorized and permitted to take all required rest period(s). Employer, however, regularly failed to pay Employee and the Aggrieved Employees the additional wages to which they were entitled for rest periods and that they were not authorized and permitted to take.

As a result, Employer is liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code §§ 210, 558, and 2699(f)(2) for failing to authorize and permit rest periods and pay rest period premium wages.

Failure to Maintain Accurate Records of Hours Worked and Meal Periods

Employee seeks penalties under Labor Code § 1174(d). Pursuant to Labor Code § 1174.5, any person, including any entity, employing labor who will fully fails to maintain accurate and complete records required by Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer shall keep time records showing when the employee begins and ends each work period. Meal periods and total hours worked daily shall also be recorded.

Employer, however, failed to maintain accurate records of, inter alia, hours worked, all wages earned, and all meal periods taken or missed by Employee and the Aggrieved Employees.

Employer's failure to provide and maintain records required by the Labor Code IWC Wage Orders deprived Employee and the Aggrieved Employees the ability to know, understand and question the accuracy and frequency of meal periods, and the accuracy of their hours worked stated in Employer's records. Therefore, Employee and the Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an unjustified economic enrichment to Employer. As a direct result, Employee and the Aggrieved Employees have suffered and continue to suffer, 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 Employer to fully perform its obligation under state law, all to their respective damage in amounts according to proof at trial. As a result of Employer's knowing failure to comply with the Labor Code and applicable IWC Wage Orders, Employee and the Aggrieved Employees have also suffered an injury in that they were prevented from knowing, understanding, and

disputing the wage payments paid to them.

As a result, Employer is liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code § 1174.5 for failing to maintain accurate records of hours worked and meal periods.

Failure to Timely Pay All Wages at Termination

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

Within the applicable statute of limitations, the employment of Employee and many other Aggrieved Employees ended, i.e. was terminated by quitting or discharge, and the employment of others will be. However, during the relevant time period, Employer failed, and continues to fail to pay Employee and terminated Aggrieved Employees, without abatement, all wages required to be paid by Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Employer's employ. These unpaid wages include wages for unpaid work time (including minimum and straight time wages), missed meal periods, and missed rest periods.

Employer's conduct violates Labor Code §§ 201 and 202. Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days. Accordingly, Employee and the Aggrieved Employees are entitled to recover from Employer their additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to Labor Code § 203.

Moreover, Employer is liable for the civil penalties provided for in Labor Code § 2699(t)(2) for failing to timely pay all wages at termination.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. An employee is presumed to suffer an injury if this information is missing. (Lab. Code § 226(e)(2)(8)(iii).)

The statute further provides: "An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees." (Lab. Code § 226(e)(1).)

Employer intentionally and willfully failed to provide Employee with complete and accurate wage statements. The deficiencies include, among other things, the failure to provide any wage statements at all, as well as the failure to correctly identify hourly rates, the failure to correctly list gross wages earned, and the failure to list the true net wages earned, including wages for meal periods that were not provided in accordance with California law, wages for rest periods that were not authorized and permitted to be taken in accordance with California law, and correct wages earned for all hours worked. As a result of Employer violating Labor Code § 226, Employee and similarly Aggrieved Employees suffered injury and damage to their statutorily protected rights.

Accordingly, Employee and similarly Aggrieved Employees are entitled to recover from Employer the greater of their actual damages caused by Employer's failure to comply with Labor Code § 226(a), or an aggregate penalty not exceeding \$4,000 dollars per employee. Moreover, Employer is liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code § 226.3 for failing to furnish accurate itemized wage statements.

Failure to Pay All Earned Wages Twice Per Month

Based on its failure to pay Employee and the Aggrieved Employees for all wages as discussed above, Employer also violated Labor Code § 204.

Labor Code § 204 requires Employer to pay employees all earned wages two times per month. Throughout the statute of limitations period applicable to this cause of action, employees were entitled to be paid twice a month at their regular rates, including all meal period premium wages owed, rest period premium wages owed, and wages owed for hours worked. However, during all such times, Employer systematically failed and refused to pay the employees all wages due, and failed to pay those wages twice a month, in that employees were not paid all wages for all meal periods not provided by Employer, all wages for all rest periods not authorized and permitted by Employer, and all wages for all hours worked. As a result, Employer owe employees the legally required wages for unpaid wages, and Employee and the Aggrieved Employees suffered damages in those amounts.

Moreover, Employer is liable to Employee and the Aggrieved Employees for the civil penalties provided for in Labor Code § 210 for failing to pay all earned wages twice per month.

Action for Civil Penalties Under PAGA

Client anticipates filing a civil action concerning her wage and hour claims and associated statutory and civil penalties as warranted by the Industrial Welfare Commission's ("IWC") Wage Orders and California Labor Code Sections 201, 203, 204, 210, 226, 226.3, 226.7, 226.8, 510, 512, 1174.5, 1194, 1197, and 1198.

Therefore, on behalf of all Aggrieved Employees, Employee seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code §§ 210, 226.3, 226.8, 558, 1174.5, 1197.1, and 2699(f)(2).

Employee has placed Employer on notice by mailing a certified copy of this correspondence to the entity's corporate address, as indicated on the first page. Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me.

Sincerely,

Amir Alavi

Amir T. Alavi, Esq.

F&D

FINNEGAN & DIBA

A LAW CORPORATION

3660 Wilshire Blvd., Suite 800, Los Angeles

CERTIFIED MAIL®



7019 1120 0000 2589 4599

US POSTAGE PAID PITNEY BOWES



ZIP 90010 \$ 005.28⁰
02.7H
0006108778 JUN 14 2024

AREAS USA LAX LLC
5301 BLUE LAGOON DRIVE
SUITE 690
MIAMI, FL 33126

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

AREAS USA LAX LLC
5301 BLUE LAGOON DR.
SUITE 690
MIAMI, FL 33126



9590 9402 7739 2152 6790 75

2. Article Number (Transfer from service label)

7019 1120 0000 2589 4599

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Insured Mail Restricted Delivery (over \$500)

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Thank you for submission of your PAGA Case.

noreply@salesforce.com <noreply@salesforce.com>

on behalf of

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>

Fri 6/14/2024 2:15 PM

To: Amir Alavi <AAlavi@fdlegal.com>

6/14/2024

LWDA Case No. LWDA-CM-1034061-24

Law Firm : FINNEGAN & DIBA, ALC

Plaintiff Name : GUILLERMO ORTIZ

Employer: AREAS USA LAX LLC

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of

Labor and Workforce Development Agency

Website: <http://labor.ca.gov/Private Attorneys General Act.htm>

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 3660 Wilshire Boulevard, Suite 800, Los Angeles, California 90010.

On the date herein below specified, I served the foregoing document described as set forth below on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes, at Los Angeles, California, addressed as follows:

Date of Service: **AUGUST 23, 2024**

Document(s) Served: **FIRST AMENDED INDIVIDUAL AND REPRESENTATIVE COMPLAINT FOR DAMAGES**

Person Served: **GREENBERG TRAUIG, LLP
MARK D. KEMPLE, ESQ.
OSCAR E. PERALTA, ESQ.
1840 CENTURY PARK EAST, SUITE 1900
LOS ANGELES, CA 90067-2121
KEMPLEM@GTLAW.COM
OSCAR.PERALTA@GTLAW.COM
PHIEFERD@GTLAW.COM**

_____ (BY U.S. Mail) I enclosed the documents in a sealed envelope or package addressed to the address above and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

_____ (BY U.S. Certified Mail) I enclosed the documents in a sealed envelope or package addressed to the address above and placed the envelope for collection and certified mailing with return receipt, in a sealed envelope with postage fully prepaid.

_____ (BY OVERNIGHT DELIVERY) I enclosed the documents in an envelope or package provided by an overnight deliver carrier and addressed to the persons at the addresses above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

_____ (BY FAX) I faxed the documents to the persons at the fax numbers listed above. No error was reported by the fax machine that I used.

_____ (BY MESSENGER SERVICE) I served the documents by placing them in an envelope or package addressed to the addresses above, and provided them to a professional messenger service for personal service on this date.

_____ (BY PERSONAL SERVICE) I personally delivered by hand to the offices of the addressee(s).

XX (BY EMAIL TRANSMISSION) I emailed a copy of the foregoing document(s) this date via email to the email addresses shown above.

XX (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

EXECUTED at Los Angeles, California, on August 23, 2024

Lilian DeVoto

Declarant, Lilian DeVoto