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Assigned for All Purposes
Judge Randall J. Sherman

CX-105

Attorneys for Plaintiff CONSUELO MENDOZA as a designated Private Attorney General,
pursuant to the Private Attorney General Act

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

CONSUELO MENDOZA, as a designated
Private Attorney General, pursuant to the
Private Attorney General Act,

Plaintiff,

v.

O2SKY, INC. DBA WESTRIDGE GOLF
CLUB; and DOES 1 through 50, inclusive,

Defendants.

Case No.: **30-2024-01427513-CU-OE-CXC**

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Accurate Itemized Wage Statements; and
5. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment.

1 Plaintiff CONSUELO MENDOZA (“Plaintiff”) complains and alleges as follows:

2 **INTRODUCTION**

3 1. This is an action brought on behalf of state of California as a Private Attorney
4 General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code
5 §2698 et seq. as a result of one (1) or more of the violations of the California Labor Code alleged
6 herein by Defendant O2SKY, INC. DBA WESTRIDGE GOLF CLUB (“Defendant”). The term
7 “RELEVANT TIME PERIOD” or “TIME PERIOD” is defined as one (1) year and sixty-five (65)
8 days prior to the filing of the complaint. Plaintiff, as a Private Attorney General, reserves the right
9 to amend this complaint to reflect a different “Time Period” as further discovery is conducted.

10 2. Plaintiff, on behalf of the State of California as a Private Attorney General seeks
11 relief against Defendant for its: (1) failure to pay all wages due, including minimum and overtime
12 wages; (2) failure to provide accurate itemized wage statements; (3) failure to provide meal and
13 rest periods or compensation in lieu thereof; and (4) failure to pay wages due upon termination of
14 employment.

15 3. At all relevant times herein, Defendant has consistently maintained and enforced
16 the following unlawful policies and practices against its workforce by:

- 17 (a) Willfully refusing to pay all hours worked, including both minimum and overtime
18 wages;
19 (b) Willfully refusing to furnish accurate itemized wage statements upon payment of
20 wages;
21 (c) Willfully refusing to provide timely uninterrupted meal and rest periods or
22 adequate compensation in lieu thereof; and
23 (d) Willfully refusing to pay all wages due upon separation of employment;

24 **JURISDICTION AND VENUE**

25 4. This Court has subject matter jurisdiction over the causes of action alleged in this
26 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise
27 excluded from exercising subject matter jurisdiction over said causes of action.

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1 attributable to the other Defendants. Furthermore, Defendants operate as a joint venture and/or
2 single business enterprise, integrated enterprise and/or are agents of one another, are alter egos,
3 joint employers and conspire with one another to increase profits by engaging in the conduct
4 described in this complaint.

5 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
6 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
7 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
8 below was acting, at least in part, within the course and scope of that authority as such agent,
9 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
10 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
11 are legally attributable to the other Defendants.

12 **PAGA ADMINISTRATIVE PREREQUISITE**

13 13. Plaintiff brings this case as Private Attorney General pursuant to the Private
14 Attorney General Act (2004), and more specifically, Labor Code section 2698 et seq. seeking
15 penalties, as provided by the Private Attorney General Act, Labor Code section 2698 et seq.
16 (“PAGA”).

17 14. Prior to filing this complaint, on July 18, 2024, Plaintiff gave written notice by
18 certified electronic mail to the Labor and Workforce Development Agency (“LWDA”) and to
19 Defendant of the specified provisions alleged to have been violated, including the facts and
20 theories to support the alleged violation as required by Labor Code section 2699.3. A true and
21 correct copy of Plaintiff’s original letter dated July 18, 2024, sent to the LWDA on July 18, 2024,
22 is attached hereto as Exhibit A.

23 15. More than sixty-five (65) days have passed since Plaintiff submitted Plaintiff’s
24 notice to the LWDA and Defendant of the specific alleged Labor Code violations, and the LWDA
25 has not provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff
26 further has received no notice of Defendant; intent to cure any of the alleged violations. Therefore,
27 Plaintiff has satisfied the administrative prerequisites for filing this action as a Private Attorney
28 General with regard to Plaintiff’s PAGA notice.

FACTUAL ALLEGATIONS

16. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its employees the benefits due under California's wage and hour laws for work performed in California. Defendant wrongfully refused to compensate its employees for minimum wages, overtime compensation, provide timely uninterrupted meal and rest periods, provide accurate wage statements, and pay wages owed at the end of the employment, as required under California law.

17. Throughout the Relevant Time Period, Defendant employed hourly non-exempt positions throughout California. Defendant in compensated said positions at an hourly rate less than twice that of the state minimum wage and such positions remained under the direct control and supervision of Defendant. Accordingly, these positions remain non-exempt from California's wage and hour laws yet Defendant failed to pay overtime, and otherwise pay all wages due to these non-exempt employees as required by law.

18. Plaintiff is informed and believes, and based thereon alleges, that Defendant's policies and practices described herein are common within the State of California.

19. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned, Defendant was advised by skilled lawyers, employees and other professionals who were knowledgeable about California's wage and hour laws, employment and personnel practices, and the requirements of California law.

20. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew or should have known that by not compensating its employees for all hours worked, including minimum, regular, and overtime wages, for work that was required to be performed was in violation of the California labor code. In violation of the Labor Code and IWC Wage Orders, Defendant failed to pay its employees earned wages by failing to compensate at the mandatory minimum wage. Defendant also failed to pay its employees at the requisite overtime rate for all hours worked in excess of eight (8) hours and/or twelve (12) hours per workday.

21. Plaintiff alleges that Defendant failed to compensate its employees at the legally mandated wage rates for all hours worked. Specifically, Defendant failed to pay Plaintiff and

1 other non-exempt hourly employees earned wages by failing to pay for all hours worked and
2 failing to pay for all hours worked and the proper overtime rate of pay, among other things.
3 Plaintiff and other non-exempt hourly employees were frequently required to work through meal
4 periods and attend to work responsibilities while off-the-clock. Further, Defendant failed or
5 refused to provide premium compensation to Plaintiff and other non-exempt hourly employees
6 for all late meal periods, short meal periods, and all missing meal periods. Further, Defendant
7 failed to record and/or pay Plaintiff and other non-exempt hourly employees for all hours worked
8 wherein Defendant's employees were denied pay each workday while attempting to clock in for
9 their shifts.

10 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
11 or should have known that it was required to provide its employees with itemized wage statements
12 that accurately showed their actual hours worked, total hours worked, number of hours worked at
13 each hourly rate, gross and net wages earned, and premium wages earned per pay period in
14 accordance with California law. In violation of the Labor Code, Defendant failed to provide its
15 employees with accurate itemized wage statements showing their rate of pay, the actual hours
16 worked, correct premium wages earned per pay period, as well as the total hours work per pay
17 period.

18 23. By failing to include on its wage statements all minimum wage and overtime owed,
19 Defendant failed to keep and provide accurate wage statements in violation of the California labor
20 code.

21 24. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
22 or should have known that its employees were entitled to timely payment of wages due upon
23 separation of employment. In violation of the Labor Code, Defendant failed to pay all wages due,
24 within permissible time periods, upon separation of employment.

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1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND**
3 **OVERTIME**

4 **(Plaintiff As a Private Attorney General Against All Defendants)**

5 25. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
6 complaint as if fully set forth herein.

7 26. Any work in excess of eight (8) hours in any workday and any work in excess of
8 forty (40) hours in a workweek shall be compensated at a rate of no less than one and one-half
9 (1 & ½) times the regular rate of pay for an employee. (Labor Code § 510(a); IWC Wage Order
10 9-2001, Sect. 3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated
11 at the rate of twice the regular rate of pay for an employee. (*Ibid.*)

12 27. Defendant's employees regularly worked over eight (8) hours per day and forty
13 (40) hours per week. Defendant failed to pay its employees minimum wage for all hours worked
14 and overtime premium for hours worked in excess of over eight (8) hours per day and/or forty
15 (40) hours per week for work performed for the Defendant. Defendant's failure to compensate
16 Plaintiff and other non-exempt hourly employees the proper rate for meal period premiums when
17 they missed meal breaks is a violation of the Labor Code. Employer also failed to accurately
18 calculate the overtime rate for Plaintiff and other non-exempt hourly employees. Employer further
19 failed to adequately pay Plaintiff and other non-exempt hourly employees at their regular rate of
20 pay for sick days.

21 28. Since the LWDA has not indicated that it will be investigating more than sixty-
22 five (65) days since Plaintiff provided notice, and because Defendant took no corrective action to
23 remedy the allegations set forth above, Plaintiff, as a Private Attorney General, will seek any and
24 all penalties otherwise capable of being collected by the Labor Commission, the LWDA and/or
25 the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following,
26 as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a),
27 applies to any alleged violation of the following provisions: 510 and 1194.

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1 29. Plaintiff is informed and believes that Defendant have violated, and continues to
2 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
3 minimum wages and overtime.

4 30. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
5 penalties for each and every violation shown to exist or to have occurred during the Relevant
6 Time Period, in an amount according to proof, as to those penalties that are otherwise only
7 available to public agency enforcement actions.

8 31. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees
9 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
10 interest.

11 **SECOND CAUSE OF ACTION**
12 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR**
13 **COMPENSATION IN LIEU THEREOF**
14 **(Plaintiff As a Private Attorney General Against All Defendants)**

15 32. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
16 complaint as if fully set forth herein.

17 33. Labor Code sections 226.7 and 512 and IWC Wage Order 9-2001, sect. 11 provide
18 that no employer shall employ any person for a work period of more than five (5) hours without
19 providing a meal period uninterrupted by work duties of not less than thirty (30) minutes.

20 34. Labor Code section 226.7 provides that if an employer fails to provide an
21 employee with a meal period in accordance with this section, the employer shall pay the employee
22 one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal
23 period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide
24 legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not
25 relieving employees from all work duties during meal periods thereby preventing employees from
26 taking legally compliant meal periods.

27 35. At all times relevant hereto, Plaintiff and other non-exempt hourly employees have
28 worked shifts more than five (5) hours in a workday.

36. Plaintiff and other non-exempt hourly employees did not voluntarily or willfully waive meal periods.

37. Pursuant to Labor Code section 226.7, Plaintiff and other non-exempt hourly employees are entitled to damages in the amount equal to one (1) hour of wages at their regular rate of pay for each missed meal break, in an amount to be proven at trial.

38. Plaintiff, as a Private Attorney General, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions.

39. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment interest.

THIRD CAUSE OF ACTION

**VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR
COMPENSATION IN LIEU THEREOF**

(Plaintiff As a Private Attorney General Against All Defendants)

40. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

41. Labor Code section 226.7 and IWC Wage Order 9-2001, section 12 provides that employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours, or major fraction thereof.

42. Labor Code section 226.7, subdivision (b) provides that if an employer fails to provide and employee rest periods in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employees' regular rate of compensation for each workday that the rest period is not provided. Plaintiff and other employees consistently worked over four (4) hours per shift with no rest breaks, due to Defendant's uniform policies and practices.

43. As described above, Defendant failed to reasonably make available rest breaks to Plaintiff and other non-exempt hourly employees throughout the Relevant Time Period by failing

1 to provide lawful rest periods to Defendant's employees due in part to Defendant's failure to
2 adequately staff employees to completely relieve Plaintiff and other aggrieved employees of job
3 responsibilities during rest periods.

4 44. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
5 penalties for each and every violation shown to exist or to have occurred during the Relevant
6 Time Period, in an amount according to proof, as to those penalties that are otherwise only
7 available to public agency enforcement actions.

8 45. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees
9 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
10 interest.

11 **FOURTH CAUSE OF ACTION**

12 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED**
13 **WAGE STATEMENTS**

14 **(Plaintiff As a Private Attorney General Against All Defendants)**

15 46. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
16 complaint as if fully set forth herein.

17 47. Labor Code section 226, subdivision (a), states in pertinent part that, "every
18 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
19 employees, either as a detachable part of the check, draft, or voucher paying the employee's
20 wages, or separately when wages are paid by personal check or cash, an accurate itemized
21 statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . .
22 . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the
23 inclusive dates of the period for which the employee is paid; (7) the name of the employee and
24 only the last four digits of his or her social security number or an employee identification number
25 other than a social security number; (8) the name and address of the legal entity that is the
26 employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding
27 number of hours worked at each hourly rate by the employee..." (Lab. Code, § 226.)

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48. Defendant knowingly and intentionally failed to provide timely and accurate itemized wage statements to its employees in accordance with Labor Code section 226, subdivision (a), by failing to record the accurate number of hours worked, the accurate rate of pay for each hour worked, the accurate amount of premiums wages earned, the accurate net pay, and the accurate gross pay. Such failure caused injury to its employees in violation of the California labor code.

49. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA.

50. Additionally, Plaintiff is entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

FIFTH CAUSE OF ACTION

VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON

TERMINATION OF EMPLOYMENT

(Plaintiff As a Private Attorney General Against All Defendants)

51. Plaintiff realleges and incorporates by reference the preceding paragraphs of this complaint as if fully set forth herein.

52. Employees who ended their employment with Defendant during the Relevant Time Period, were entitled to be promptly paid all wages owed, including both minimum wage and lawful overtime compensation and other premiums, as required by Labor Code sections 201 and 203.

53. Defendant refused and/or failed to promptly compensate its employees for wages owed as a result of Defendant's failure to properly pay meal and rest break premiums, and minimum and overtime compensation owed for work performed for Defendant.

/ / /

54. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code §2698 et seq, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203, 226, 226.7, 510, 512, 1174, and 1194.

55. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA.

56. Additionally, Plaintiff as a Private Attorney General is entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff as a Private Attorney General pray for judgment as follows:

1. For civil penalties for each violation as provided by law, including, but not limited to, those civil penalties provided by PAGA;
2. For costs of suit and expenses incurred herein pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis or pursuant to the California Rules of Court;
3. For reasonable attorneys' fees pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis; and
4. For all such other and further relief as the Court may deem just and proper.

Dated: September 23, 2024

MAHONEY LAW GROUP, APC



Kevin Mahoney, Esq.
John A. Young, Esq.
Attorneys for Plaintiff CONSUELO MENDOZA

EXHIBIT A



John A. Young, Esq.
562.590.5550 phone
562.590.8400 facsimile
jyoung@mahoney-law.net

July 18, 2024

Via Online Submission

LABOR AND WORKFORCE DEVELOPMENT AGENCY
<https://dir.tfaforms.net/308>

VIA CERTIFIED MAIL # 7019 0700 0001 7488 3669

Return Receipt Requested

O2sky, Inc. dba Westridge Golf Club
1400 S. La Habra Hills Drive
La Habra, CA 90631

VIA CERTIFIED MAIL # 7019 0700 0001 7488 3652

Return Receipt Requested

O2sky, Inc. dba Westridge Golf Club
ATTN: Soo Jin Kwon
1841 S Hogan Ct
La Habra, CA 90631

Re: *Consuelo Mendoza v. O2sky, Inc. dba Westridge Golfclub*

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION 2698 ET SEQ.**

To: Labor and Workforce Development Agency; O2sky, Inc. dba Westridge Golf Club

From: Consuelo Mendoza, on behalf of herself and all aggrieved employees who were subject to the Employer's wage and hour policies set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents Consuelo Mendoza ("Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. ("PAGA"), on behalf of herself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

O2sky, Inc. dba Westridge Golf Club (“O2sky” or “Employer”) is a golf management company in La Habra, California and was also the Employer of Employee.

Employee is a former employee of Employer and worked for Employer. Employee worked for Employer as a laborer from 2012 through July 2023.

Employee allege that Employer violated various sections of the Labor Code, including sections 201, 202, 203, 226, 226.7 510, 512, and 1194, by:

- a) failing to pay Employee, and aggrieved employees for all hours worked;
- b) failing to provide Employee, and aggrieved employees with compliant rest periods or premium compensation in lieu thereof;
- c) failing to provide Employee and aggrieved employees with compliant meal periods or premium compensation in lieu thereof;
- d) failing to provide Employee and aggrieved employees with accurate itemized wage statements; and
- e) failing to pay Employee and aggrieved employees all wages earned and owed at separation of employment.

Employee and the similarly aggrieved employees are identifiable current, and/or former hourly non-exempt employees who worked for Employer in California during the liability period of one year prior to the filing of this notice alleging the aforementioned violations of the Labor Code under PAGA.

A. Employer failed to pay Employee and aggrieved employees for all hours worked

Pursuant to Labor Code section 1194, subdivision (a), “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 costs of suit.”

Labor Code section 510, subdivision (a), provides that “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours 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.”

Employer failed to compensate Employee and aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. Specifically, Employee and aggrieved employees were routinely required to work through their meal breaks and remain responsive to Employer throughout their meal periods despite being off-the-clock. Accordingly, Employee and aggrieved employees were not paid all wages for all hours subjected to Employer’s control.

Employer's failure to pay Employee and aggrieved employees for all hours worked, including applicable overtime rates, as detailed above is actionable under PAGA as a violation of Labor Code sections 510 and 1194.

B. Employer failed to provide Employee and aggrieved employees with rest periods or premium compensation in lieu thereof

Labor Code section 226.7 requires that Employer permit all employees to take a ten-minute rest period for every four (4) hours, or major fraction thereof worked. Further, when an Employer fails to provide an employee with required rest periods, the Employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a required rest period is not provided.

Frequently, Employee and aggrieved employees were not permitted to take a rest period when they were busy. Routinely, Employee and aggrieved employees were required to work for six (6) hours before being permitted to take a rest period. When they worked six (6) to eight (8) hours in a workday, Employee and aggrieved employees often only received one (1) rest period instead of the two (2) required by law. Further, when Employee and aggrieved employees worked more than ten (10) hours in a workday, they never received the requisite third (3rd) rest period.

Employer's conduct in failing to provide compliant rest periods or premium compensation in lieu thereof is actionable under PAGA as violations of Labor Code sections 226.7.

C. Employer failed to provide Employee and aggrieved employees with meal periods or premium compensation in lieu thereof

Labor Code sections 226.7 and 512 provide that no Employer shall employ a person for a work period of more than five (5) hours without providing an uninterrupted meal period of at least thirty (30) minutes. Further, when an Employer fails to provide an employee a required meal period, the Employer must pay the employee one (1) hour of pay at the employee's regular rate of pay for each workday that a required meal period is not provided.

Employer failed to provide Employee and aggrieved employees with timely uninterrupted meal periods. Employer had a practice of failing to provide adequate staffing to allow Employees and aggrieved employees to be completely relieved of all of their work responsibilities while on their legally mandated meal break. Further, Employer ordered that Employees and aggrieved employees continue to work despite being clocked-out for their meal period. As a result of Employer's policy and practices, Employee and aggrieved employees did not receive timely uninterrupted meal periods and were not compensated with premium wages for non-compliant meal periods. Employer's conduct is in violation of Labor Code Sections 226.7 and 512, is also actionable under PAGA.

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D. Employer failed to provide Employee and aggrieved employees with accurate itemized wage statements

Labor Code section 226, subdivision (a), requires Employer to furnish employees with accurate itemized wage statements reflecting the total hours worked, gross and net wages, applicable hourly rates, the corresponding number of hours worked at each hourly rate, and the name and address of the legal entity that is the employer. Labor Code section 1174 further requires Employer to keep accurate payroll records that include “the hours worked daily” by employees.

By failing to pay Employee and aggrieved employees for all hours worked, including the applicable overtime rates and meal and rest period premiums, Employer provided wage statements that were incomplete and inaccurate. Specifically, Employer provided wage statements with an inaccurate corresponding number of hours worked at each hourly rate which resulted in inaccurate gross and net wages.

Employer’s conduct is not compliant with Labor Code sections 226 and 1174 and is therefore actionable under PAGA.

E. Employer failed to pay Employee and aggrieved employees all wages earned and owed upon separation of employment

Pursuant to Labor Code section 201, subdivision (a), “[i]f an Employers discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code section 202, subdivision (a) provides, “[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 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.”

At the time that Employee and aggrieved employees resigned or were terminated, Employer failed to compensate them for all wages earned, including unpaid overtime and meal and rest period premiums, and owed at the applicable rate.

Labor Code section 203, subdivision (a), states that “[i]f an Employers willfully fails to pay ... any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Accordingly, Employee, and aggrieved employees are entitled to thirty days of waiting time penalties.

F. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Employee becomes aware of

July 18, 2024

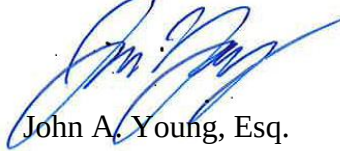
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additional compensation owed or losses incurred by Employee or by any other aggrieved employee of the Employer, Employee expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

Mahoney Law Group, APC
John A. Young, Esq.
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: jyoung@mahoney-law.net

Sincerely,

A handwritten signature in blue ink, appearing to read "John A. Young", is written over the printed name.

John A. Young, Esq.

MAHONEY LAW GROUP, APC