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*Attorneys for Plaintiff TRAVIS SANFORD, individually,
and on behalf of other similarly situated employees
and aggrieved employees pursuant to the California
Private Attorneys General Act*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CRUZ**

TRAVIS SANFORD, individually, and on behalf
of other similarly situated employees and
aggrieved employees pursuant to the California
Private Attorneys General Act,

Plaintiff,

vs.

SANTA CRUZ SEASIDE COMPANY, a
California corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 23CV01762

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
ENFORCEMENT ACTION UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 ET
SEQ.**

1. Violation of California Labor Code Sections 510 and 1198 (Unpaid Overtime);
2. Violation of California Labor Code Sections 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
3. Violation of California Labor Code Sections 226.7 and 512 (Unpaid Meal Period Premiums);
4. Violation of California Labor Code Section 226.7 (Unpaid Rest Period Premiums);
5. Violation of California Labor Code Sections 226(a) (Failure to Provide Accurate Wage Statements);
6. Violation of California Labor Code Sections 201, 202, and 203 (Final Wages)

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- Not Timely Paid);
7. Violation of California Labor Code Sections 2800 and 2802 (Failure to Reimburse Necessary Business Expenses);
 8. Violation of California Business and Professions Code Sections 17200 et seq. (Unfair and Unlawful Business Practices); and
 9. Violation of California Labor Code Sections 2698 et seq. (California Labor Code Private Attorneys General Act of 2004)

DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff TRAVIS SANFORD (“Plaintiff”), individually, and on behalf of all members of the general public similarly situated and aggrieved employees pursuant to the California Private Attorneys General Act (“PAGA”), alleges as follows against Defendant SANTA CRUZ SEASIDE COMPANY and DOES 1 through 25, inclusive (collectively, “Defendants”):

JURISDICTION AND VENUE

1. This is a class action brought pursuant to California Code of Civil Procedure section 382 and a PAGA action brought pursuant to California Labor Code sections 2698, *et seq.*

2. The monetary damages, restitution, statutory penalties, and other applicable legal and equitable relief sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10. The statutes under which this action is brought do not specify any other basis for jurisdiction.

4. This Court has jurisdiction over all Defendants because, upon information and belief, Defendants are either citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. Further, no federal question is at issue because the claims asserted herein are based solely on California law.

5. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, employ individuals, and/or transact business in the State of California, County of Santa Cruz. The majority of the acts, events, and violations alleged herein relating to Plaintiff occurred in the State of California, County of Santa Cruz.

THE PARTIES

6. At all times herein mentioned, Plaintiff TRAVIS SANFORD was and is a resident of Santa Cruz County in the State of California.

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1 7. At all times herein mentioned, Defendant SANTA CRUZ SEASIDE COMPANY, was
2 and is, upon information and belief, a California corporation, and at all times hereinafter mentioned,
3 an employer whose employees are engaged throughout Santa Cruz County and the State of California.

4 8. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under
5 the fictitious names DOES 1 through 25 but will seek leave of this Court to amend the complaint and
6 serve such fictitiously named Defendants once their names and capacities become known.

7 9. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts and
8 omissions alleged herein were performed by, or are attributable to, Defendants, each acting as the
9 agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-
10 Defendants and within the course and scope of such agency, employment, joint venture, or concerted
11 activity with legal authority to act on the others' behalf. The acts of any and all Defendants represent
12 and were in accordance with Defendants' official policies.

13 10. At all relevant times, Defendants were the employers of Plaintiff within the meaning
14 of all applicable state laws and statutes. Defendants directly or indirectly controlled or affected the
15 working conditions, wages, working hours, and conditions of employment of Plaintiff so as to make
16 each of said Defendants employers and employers liable under the statutory provisions set forth herein.

17 11. Defendants had the authority to hire and terminate Plaintiff and the other class
18 members, to set work rules and conditions governing Plaintiff and the other class members'
19 employment, and to supervise their daily employment activities.

20 12. Defendants exercised sufficient authority over the terms and conditions of Plaintiff
21 and the other class members' employment for them to be joint employers of Plaintiff and the other
22 class members.

23 13. Defendants directly hired and paid wages and benefits to Plaintiff and the other class
24 members.

25 14. Defendants continue to employ hourly paid and/or non-exempt employees within the
26 State of California.

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15. At all relevant times, Defendants, and each of them, ratified each and every act or omission complained of herein. At all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of each and all the other Defendants in proximately causing the damages herein alleged.

16. Plaintiff is informed and believes, and thereon alleges, that each of said Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions, occurrences, and transactions alleged herein.

GENERAL ALLEGATIONS

17. Defendants, jointly and severally, employed Plaintiff TRAVIS SANFORD from approximately August 2016 to December 2021 as a non-exempt, hourly-paid employee. During his employment with Defendants, Plaintiff was employed as a seasonal Food Service Staff at 400 Beach Street, Santa Cruz, CA 95060.

18. Defendants hired Plaintiff and the other class members but failed to properly pay them all overtime wages and minimum wages for all hours worked, failed to provide all meal and rest breaks to which they were entitled, failed to timely pay all wages upon termination of employment, failed to provide accurate wage statements, failed to reimburse necessary business-related expenses, and failed to adhere to other related protections afforded by the California Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage Order.

19. Plaintiff and the other class members worked over eight (8) hours in a day and/or forty (40) hours in a week during their employment with Defendants.

20. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that pursuant to California Labor Code sections 510 and 1198, and the applicable IWC Wage Order, Plaintiff and the other class members were entitled to receive certain wages for overtime compensation and that they were not receiving certain wages for overtime compensation.

21. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that pursuant to California Labor Code sections 1194, 1197, and 1197.1, and the applicable IWC Wage Order, Plaintiff and the other class members were entitled to receive at least minimum wages for all hours worked and that they were not receiving minimum wages for all hours

1 worked.

2 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 implemented time rounding practices that at times resulted in the underpayment of wages to Plaintiff
4 and the other class members, including minimum and overtime wages. Defendants employed a time
5 rounding policy that was not neutral and designed to round time in Defendants' favor, ensuring that
6 Plaintiff and the other class members were at times not paid for all time worked.

7 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
8 should have known that pursuant to California Labor Code sections 226.7 and 512, and the applicable
9 IWC Wage Order, Plaintiff and the other class members were entitled to receive a meal period or
10 payment of one (1) additional hour of pay at their regular rate of compensation when they were not
11 provided with an uninterrupted meal period of no less than thirty (30) minutes for a work period of
12 more than five hours per day and that Plaintiff and the other class members were entitled to receive a
13 second meal period or payment of one (1) additional hour of pay at their regular rate of compensation
14 when they were not provided with an uninterrupted second meal period of no less than thirty (30)
15 minutes for a work period of more than ten (10) hours per day. However, Plaintiff and the other class
16 members did not receive all meal periods or payment of one (1) additional hour of pay at their regular
17 rate of compensation when a meal period was missed, shortened, taken late, and/or interrupted.

18 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
19 should have known that pursuant to California Labor Code section 226.7 and the applicable IWC
20 Wage Order, Plaintiff and the other class members were entitled to receive all rest periods or payment
21 of one (1) additional hour of pay at their regular rate of compensation when they were not provided
22 with an uninterrupted rest period of no less than ten (10) minutes for every four hours, or major fraction
23 thereof, worked. However, Plaintiff and the other class members did not receive all rest periods or
24 payment of one (1) additional hour of pay at their regular rate of compensation when a rest period was
25 missed, shortened, taken late, and/or interrupted.

26 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
27 or should have known that they were required to provide Plaintiff and the other class members with
28 complete and accurate itemized wage statements pursuant to California Labor Code section 226 but

1 failed to do so.

2 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
3 or should have known pursuant to California Labor Code sections 2800 and 2802 that Plaintiff and
4 the other class members were entitled to reimbursement for necessary business-related expenses,
5 but, in fact, did not reimburse them for necessary business-related expenses.

6 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
7 should have known that Plaintiff and the other class members were entitled to receive all wages upon
8 termination of employment, including, without limitation, overtime wages, minimum wages, meal
9 period premium wages, and rest period premium wages, and that they did not receive payment of all
10 wages upon termination of employment in violation of California Labor Code sections 201 and 202.

11 **CLASS ACTION ALLEGATIONS**

12 28. Plaintiff brings this lawsuit as a class action on behalf of himself and all others similarly
13 situated, as members of a proposed class pursuant to California Code of Civil Procedure section
14 382. The class satisfies the numerosity, commonality, typicality, adequacy, predominance, and
15 superiority requirements under California Code of Civil Procedure section 382.

16 29. The proposed Class is defined as follows:

17 All current and former hourly-paid and/or non-exempt employees who worked for
18 Defendants in the State of California at any time during the period from four years prior
19 to the date of the filing of the original Complaint until final judgment.

20 30. Plaintiff reserves the right to establish additional subclasses as appropriate.

21 31. There is a well-defined community of interest in the litigation and the Class is easily
22 ascertainable.

23 32. The Class is so numerous that the individual joinder of all its members is impracticable.
24 While the exact number and identities of class members are unknown to Plaintiff at this time, the exact
25 numbers of class members and their identities can be ascertained through appropriate discovery from
26 records maintained by Defendants and their agents.

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1 33. Common questions of fact and law exist as to all class members, which predominate
2 over any questions affecting only individual members of the Class. The common legal and factual
3 questions which do not vary from class member to class member and which may be determined
4 without reference to the individual circumstances of any class member include, but are not limited to,
5 the following:

- 6 i. Whether Defendants had a policy and practice of failing to pay overtime wages to
7 Plaintiff and the other class members for all overtime hours worked;
- 8 ii. Whether Defendants had a policy and practice of failing to pay minimum wages to
9 Plaintiff and the other class members for all hours worked;
- 10 iii. Whether Defendants had a policy and practice of failing to provide meal periods to
11 Plaintiff and the other class members;
- 12 iv. Whether Defendants had a policy and practice of failing to provide rest periods to
13 Plaintiff and the other class members;
- 14 v. Whether Defendants failed to pay their hourly-paid and/or non-exempt employees in
15 the State of California for all hours worked, and for all missed, short, late, and/or
16 interrupted meal periods and rest breaks;
- 17 vi. Whether Defendants' failure to pay wages, without abatement or reduction, in
18 accordance with the California Labor Code, was willful;
- 19 vii. Whether Defendants failed to pay all wages due to Plaintiff and the other class members
20 within the required time upon their discharge or resignation;
- 21 viii. Whether Defendants failed to comply with wage reporting as required by the California
22 Labor Code; including, *inter alia*, section 226;
- 23 ix. Whether Defendants failed to reimburse Plaintiff and the other class members for
24 necessary business-related expenses and costs;
- 25 x. Whether Defendants' conduct was willful or reckless;
- 26 xi. Whether Defendants engaged in unfair business practices in violation of California
27 Business & Professions Code section 17200, et seq.;

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xii. The appropriate amount of damages, restitution, and/or monetary penalties resulting from Defendants' violation of California law; and

xiii. Whether Plaintiff and the other class members are entitled to compensatory damages pursuant to the California Labor Code.

34. Plaintiff's claims are typical of the claims of the Class, and Plaintiff's interests are coincident with and not antagonistic to those of the other class members they seek to represent. Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained attorneys experienced in the prosecution of class actions and Plaintiff intends to prosecute this action vigorously.

35. A class action is superior to other available methods for the fair and efficient adjudication of this controversy, since individual litigation of the claims of all class members is impracticable. Even if every class member could afford individual litigation, the court system could not. It would be unduly burdensome on the courts in which individual litigation of numerous cases would proceed. Individualized litigation would also present the potential for varying, inconsistent, or contradictory judgments and would magnify the delay and expense to all parties and to the court system resulting from multiple trials of the same complex factual issues. By contrast, the conduct of this action as a class action, with respect to some or all of the issues presented in this Complaint, presents fewer management difficulties, conserves the resources of the parties and of the court system, and protects the rights of each class member.

36. Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

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PAGA ALLEGATIONS

37. PAGA is and was applicable to Defendants' employment of Plaintiff and the aggrieved employees.

38. PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to procedures outlined in California Labor Code section 2699.3.

39. Pursuant to PAGA, a civil action may be brought by an "aggrieved employee," who is any person employed by the alleged violator and against whom one or more of the alleged violations was committed.

40. Plaintiff and the other hourly-paid and/or non-exempt employees are "Aggrieved Employees" as defined by California Labor Code section 2699(c) because they are current or former employees of Defendants against whom one of more of the alleged violations were committed.

41. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements have been met:

- a. The aggrieved employee shall give written notice by certified mail (hereinafter "Employee's Notice") to the LWDA and the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.
- b. The LWDA shall provide notice ("LWDA Response") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Response, or if the LWDA Response is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to California

1 Labor Code section 2699 to recover civil penalties in addition to any other penalties to
2 which the employee may be entitled.

3 42. On July 15, 2024, Plaintiff provided notice to the LWDA and Defendants regarding the
4 specific provisions of the California Labor Code alleged to have been violated, including the facts and
5 theories to support the alleged violations, pursuant to California Labor Code section 2699.3. **A true
6 and correct copy of the Employee's Notice is attached hereto as Exhibit A.**

7 43. Therefore, the administrative prerequisites under California Labor Code section
8 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of,
9 *inter alia*, California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d),
10 1194, 1197, 1197.1, 1198, 2800, and 2802 have been satisfied.

11 **FIRST CAUSE OF ACTION**

12 **VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 510 AND 1198**

13 **(Against SANTA CRUZ SEASIDE COMPANY and DOES 1-25)**

14 44. Plaintiff incorporates herein by specific reference, as though fully set forth, the
15 allegations in all preceding paragraphs.

16 45. California Labor Code section 1198 and the applicable IWC Wage Order provide that
17 it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half
18 or two-times that person's regular rate of pay, depending on the number of hours worked by the person
19 on a daily or weekly basis.

20 46. Specifically, the applicable IWC Wage Order provides that Defendants were required
21 to pay Plaintiff and the other class members at the rate of time-and-one-half for all hours worked in
22 excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

23 47. The applicable IWC Wage Order further provides that Defendants were required to pay
24 Plaintiff and the other class members overtime compensation at a rate of two (2) times their regular
25 rate of pay for all hours worked in excess of twelve (12) hours in a day.

26 48. California Labor Code section 510 codifies the right to overtime compensation at one-
27 and-one half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
28 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to

1 overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours
2 in a day or in excess of eight (8) hours in a day on the seventh day of work.

3 49. During the relevant time period, Plaintiff and the other class members regularly worked
4 in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty
5 (40) hours in a week. However, Defendants did not record Plaintiff and the other class members'
6 actual hours worked and intentionally and willfully failed to pay all overtime wages owed to Plaintiff
7 and the other class members and failed to pay one-and-one half times the regular hourly rate for
8 overtime hours. Defendants' failure to pay overtime wages included, *inter alia*, amongst other things,
9 requiring Plaintiff and the other class members to perform work off-the-clock – i.e, during purported
10 meal periods. This off-the-clock work included, amongst other things, requiring Plaintiff and the other
11 class members to provide customer service during purported meal periods.

12 50. Defendants' failure to pay Plaintiff and the other class members as outlined above
13 violates California Labor Code sections 510 and 1198, and is therefore unlawful.

14 51. Pursuant to California Labor Code section 1194, Plaintiff and the other class members
15 are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys'
16 fees.

17 **SECOND CAUSE OF ACTION**

18 **VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 1194, 1197, AND 1197.1**

19 **(Against SANTA CRUZ SEASIDE COMPANY and DOES 1-25)**

20 52. Plaintiff incorporates herein by specific reference, as though fully set forth, the
21 allegations in all preceding paragraphs.

22 53. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide
23 that the minimum wage for employees fixed by the Industrial Welfare Commission is the minimum
24 wage to be paid to employees, and the payment of a wage less than the minimum so fixed is unlawful.
25 Plaintiff and the other class members were not paid the appropriate minimum wage for all of the hours
26 they worked. Plaintiff and the other class members were not paid the minimum wage for work
27 performed beyond their scheduled shifts, and the wages paid to them were not sufficient to compensate
28 them for all hours they worked at a minimum wage rate on a cumulative basis. Defendants failed to

1 pay Plaintiff and the other class members for time spent working “off-the-clock” performing duties
2 including, but not limited to, amongst other things, requiring Plaintiff and the other class members to
3 provide customer service during purported meal periods. Accordingly, Defendants regularly failed to
4 pay at least minimum wages to Plaintiff and the other class members for all hours they worked in
5 violation of California Labor Code sections 1194, 1197, and 1197.1.

6 54. Defendants’ failure to pay Plaintiff and the other class members the minimum wage as
7 required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections,
8 Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage
9 compensation, as well as interest, costs, and attorneys’ fees.

10 55. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class
11 members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid
12 and interest thereon.

13 **THIRD CAUSE OF ACTION**

14 **VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 226.7 AND 512**

15 **(Against SANTA CRUZ SEASIDE COMPANY and DOES 1-25)**

16 56. Plaintiff incorporates herein by specific reference, as though fully set forth, the
17 allegations in all preceding paragraphs.

18 57. At all relevant times herein set forth, the applicable IWC Wage Order(s) and California
19 Labor Code sections 226.7 and 512(a) were applicable to Plaintiff and the other class members’
20 employment by Defendants.

21 58. At all relevant times herein set forth, California Labor Code section 226.7 provides that
22 no employer shall require an employee to work during any meal period mandated by an applicable
23 IWC Order.

24 59. At all relevant times herein set forth, California Labor Code section 512(a) provides
25 that an employer may not require, cause, or permit an employee to work for a period of more than five
26 (5) hours per day without providing the employee with a meal period of not less than thirty (30)
27 minutes, except that if the total work period per day of the employee is not more than six (6) hours,
28 the meal period may be waived by mutual consent of both the employer and the employee.

1 60. At all relevant times herein set forth, California Labor Code section 512(a) further
2 provides that an employer may not require, cause, or permit an employee to work a work period of
3 more than ten (10) hours per day without providing the employee with a second uninterrupted meal
4 period of not less than thirty (30) minutes, except if the total hours worked is no more than twelve (12)
5 hours, the second meal period may be waived by mutual consent of the employer and the employee
6 only if the first meal period was not waived.

7 61. During the relevant time period, Plaintiff and the other class members who were
8 scheduled to work for a period of time no longer than six (6) hours, and who did not waive their
9 legally-mandated meal periods by mutual consent, were required to work for periods longer than five
10 (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

11 62. During the relevant time period, Plaintiff and the other class members
12 who were scheduled to work for a period of time in excess of six (6) hours, were required to work for
13 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)
14 minutes.

15 63. During the relevant time period, Plaintiff and the other class members,
16 who were scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve
17 (12) hours, and who did not waive their legally-mandated meal periods by mutual consent, were
18 required to work in excess of ten (10) hours without receiving a second uninterrupted meal period of
19 not less than thirty (30) minutes.

20 64. During the relevant time period, Plaintiff and the other class members,
21 who were scheduled to work for a period of time in excess of twelve (12) hours, were required to work
22 for periods longer than ten (10) hours without a second uninterrupted meal period of not less than
23 thirty (30) minutes.

24 65. During the relevant time period, Defendants willfully required Plaintiff and the other
25 class members to work during meal periods and failed to compensate Plaintiff and the other class
26 members for work performed during meal periods. As a result, Plaintiff worked through meal periods,
27 took late meal periods, took interrupted meal periods, or took short meal periods, if at all.

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66. During the relevant time period, Defendants failed to pay Plaintiff and the other class members all meal period premiums due pursuant to California Labor Code section 226.7 and 512. Defendants' conduct violates the applicable IWC Wage Order(s) and California Labor Code sections 226.7 and 512(a).

67. Pursuant to the applicable IWC Wage Order(s) and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each work day that a meal period was not provided.

FOURTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA LABOR CODE SECTION 226.7

(Against SANTA CRUZ SEASIDE COMPANY and DOES 1-25)

68. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

69. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code section 226.7 were applicable to Plaintiff and the other class members' employment by Defendants.

70. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

71. At all relevant times, the applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the total daily work time is less than three and one-half (3½) hours.

72. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(b), Plaintiff and the other class members were entitled to recover from Defendants one (1) additional hour of pay at their regular hourly rate of compensation for each workday that the rest period was not provided.

73. During the relevant time period, Defendants required Plaintiff and the other class members to work three and one-half (3 ½) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period, or major fraction thereof, worked.

74. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods. Defendants failed to relieve Plaintiff and the other class members of all duties such that they could take compliant rest breaks. As a result, Plaintiff worked through rest periods, took late rest periods, took interrupted rest periods, or took short rest periods, if at all.

75. Defendants also had no policy and/or practice to pay a premium when rest periods were missed, short, late, and/or interrupted and thus failed to pay Plaintiff and the other class members the full rest period premium due in violation of California Labor Code section 226.7.

76. Defendants' conduct violates the applicable IWC Wage Order(s) and California Labor Code section 226.7.

77. Pursuant to the applicable IWC Wage Order(s) and California Labor Code section 226.7(c), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at their regular rate of compensation for each work day that a rest period was not provided.

FIFTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA LABOR CODE SECTION 226(a)

(Against SANTA CRUZ SEASIDE COMPANY and DOES 1-25)

78. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

79. At all material times set forth herein, California Labor Code section 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing, including, but not limited to, the name and address of the legal entity that is the employer, total hours worked, and all applicable hourly rates.

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80. Defendants have intentionally and willfully failed to provide Plaintiff and the other class members with complete and accurate wage statements. The deficiencies include, among other things, the failure to state all hours worked and the failure to state all hourly rates.

81. As a result of Defendants' violation of California Labor Code section 226(a), Plaintiff and the other class members have suffered injury and damage to their statutorily protected rights.

82. Specifically, Plaintiff and the other class members have been injured by Defendants' intentional violation of California Labor Code section 226(a) because they were denied both their legal right to receive, and their protected interest in receiving, accurate, itemized wage statements under California Labor Code section 226(a). In addition, because Defendants failed to provide the accurate number of total hours worked on wage statements, Plaintiff and the other class members been prevented by Defendants from determining if all hours worked were paid and the extent of the underpayment. Plaintiff had to file this lawsuit, and will further have to conduct discovery, reconstruct time records, and perform computations in order to analyze whether in fact Plaintiff and the other class members were paid correctly and the extent of the underpayment, thereby causing Plaintiff to incur expenses and lost time. Plaintiff would not have had to engage in these efforts and incur these costs had Defendants provided the accurate number of total hours worked. This has also delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

83. Plaintiff and the other class members are entitled to recover from Defendants the greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000).

SIXTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 201, 202, AND 203

(Against SANTA CRUZ SEASIDE COMPANY and DOES 1-25)

84. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

85. Pursuant to California Labor Code sections 201, 202, and 203, Defendants are required to pay all earned and unpaid wages to an employee who is discharged. California Labor Code section 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid

1 at the time of discharge are due and payable immediately. California Labor Code section 202
2 mandates that if an employee quits, his or her wages shall become due and payable not later than
3 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of his
4 or her intention to quit, in which case the employee is entitled to his or her wages at the time of
5 quitting.

6 86. California Labor Code section 203 provides that if an employer willfully fails to pay,
7 in accordance with California Labor Code sections 201 and 202, any wages of an employee who is
8 discharged or who quits, the wages of the employee shall continue as a penalty from the due date
9 thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not
10 continue for more than thirty (30) days.

11 87. At the time that Plaintiff and the other class members' employment with Defendants
12 ended, Defendants knowingly and willfully failed to pay Plaintiff and the other class members all
13 wages owed to them pursuant to California Labor Code sections 201 and 202, including, without
14 limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium
15 wages.

16 88. As a result, Plaintiff and the other class members are entitled to all available
17 statutory penalties, including the waiting time penalties provided in California Labor Code section
18 203, together with interest thereon, as well as other available remedies.

19 **SEVENTH CAUSE OF ACTION**

20 **VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 2800 AND 2802**

21 **(Against SANTA CRUZ SEASIDE COMPANY and DOES 1-25)**

22 89. Plaintiff incorporates herein by specific reference, as though fully set forth, the
23 allegations in all preceding paragraphs.

24 90. Pursuant to California Labor Code sections 2800 and 2802, an employer must
25 reimburse its employees for all necessary expenditures incurred by the employee in direct consequence
26 of the discharge of his or her job duties or in direct consequence of his or her job duties or in direct
27 consequence of his or her obedience to the directions of the employer.

28 ///

91. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants, including, but not limited to, the usage of personal cell phones for work-related purposes.

92. Defendants intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which Plaintiff and the other class members incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

EIGHTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA BUSINESS AND PROFESSIONS CODE

SECTIONS 17200 ET. SEQ.

(Against SANTA CRUZ SEASIDE COMPANY and DOES 1-25)

93. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

94. Each and every one of Defendants' acts and omissions in violation of the California Labor Code and/or the applicable IWC Wage Order(s) as alleged herein, including but not limited to Defendant's failure and refusal to pay overtime compensation, Defendant's failure and refusal to pay minimum wages, Defendants' failure and refusal to provide required meal periods, Defendants' failure and refusal to provide required rest periods, Defendants' failure and refusal to furnish accurate itemized wage statements, Defendants' failure and refusal to reimburse business-related expenses, and Defendants' failure to timely pay wages upon termination constitutes an unfair and unlawful business practice under California Business and Professions Code sections 17200 et seq.

95. Defendants' violations of California wage and hour laws constitute an unfair and unlawful business practice because Defendants' aforementioned acts and omissions were done repeatedly over a significant period of time, and in a systematic manner, to the detriment of Plaintiff and the other class members.

///

96. Defendants have avoided payment of overtime wages, minimum wages, meal period premiums, rest period premiums, and other benefits as required by the California Labor Code, the California Code of Regulations, and the applicable IWC Wage Order. Further, Defendants have failed to record, report, and pay the correct sums of assessment to the state authorities under the California Labor Code and other applicable regulations.

97. As a result of Defendants' unfair and unlawful business practices, Defendants have reaped unfair and illegal profits during Plaintiff and the other class members' tenure at the expense of Plaintiff, the other class members, and members of the public. Defendants should be made to disgorge its ill-gotten gains and to restore them to Plaintiff and the other class members.

98. Defendants' unfair and unlawful business practices entitle Plaintiff and the other class members to seek preliminary and permanent injunctive relief, including but not limited to orders that Defendants account for, disgorge, and restore to Plaintiff and the other class members the wages and other compensation unlawfully withheld from them. Plaintiff and the other class members are entitled to restitution of all monies to be disgorged from Defendants in an amount according to proof at the time of trial.

NINTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 2698 ET SEQ.

(Against SANTA CRUZ SEASIDE COMPANY and DOES 1-25)

99. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

100. Plaintiff brings this action on a representative basis on behalf of other Aggrieved Employees and the State of California, in Plaintiff's capacity as a private attorney general pursuant to the Private Attorneys General Act of 2004, California Labor Code sections 2698, *et seq.*

101. PAGA expressly provides for a private right of action to recover civil penalties for violations of the California Labor Code as follows: “*Notwithstanding any other provision of law, any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be recovered through a civil action*

1 *brought by an aggrieved employee on behalf of himself or herself and other current or former*
2 *employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code § 2699(a).*

3 102. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
4 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to
5 exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

6 103. Plaintiff and the other hourly-paid and/or non-exempt employees are “Aggrieved
7 Employees” as defined by California Labor Code section 2699(c) in that they are all current or former
8 employees of Defendants, and one or more of the alleged violations were committed against them.

9 104. Defendants’ conduct, as alleged herein, violates numerous sections of the California
10 Labor Code, including, but not limited to, the following:

11 a. Violation of California Labor Code sections 510 and 1198 for failure to pay overtime
12 wages, as set forth more fully above;

13 b. Violation of California Labor Code sections 1194, 1197, and 1197.1 for failure to pay
14 minimum wages, as set forth more fully above;

15 c. Violation of California Labor Code sections 226.7 and 512(a) for failure to provide
16 legally required meal periods, as set forth more fully above;

17 d. Violation of California Labor Code sections 226.7 and 512(a) for failure to pay
18 required meal period premiums, as set forth more fully above;

19 e. Violation of California Labor Code section 226.7 for failure to provide legally required
20 rest periods, as set forth more fully above;

21 f. Violation of California Labor Code section 226.7 for failure to pay required rest period
22 premiums, as set forth more fully above;

23 g. Violation of California Labor Code section 204 for failure to timely pay wages to
24 Plaintiff and Aggrieved Employees during employment;

25 h. Violation of California Labor Code sections 201, 202, and 203 for failure to pay all
26 wages at time of discharge from employment, as set forth more fully above;

27 i. Violation of California Labor Code section 226(a) for failure to provide accurate wage
28 statements to Plaintiff and Aggrieved Employees, as set forth more fully above;

j. Violation of California Labor Code section 1174(d) for failure to keep complete and accurate payroll records relating to Plaintiff and Aggrieved Employees; and

k. Violation of California Labor Code sections 2800 and 2802 for failure to reimburse Plaintiff and Aggrieved Employees for necessary business-related expenses and costs, as set forth more fully above.

105. Pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for Plaintiff, all Aggrieved Employees, and the State of California against Defendants for violations of California Labor Code sections set forth herein, including penalties under California Labor Code sections 2699, 558, 210, 1197.1, 226, 226.3, 1174.5, and 1197.1, penalties under the applicable IWC Wage Order, and any and all additional penalties and remedies as provided by the California Labor Code and/or other statutes.

106. Plaintiff retained counsel to file this court action, and to assess and collect the civil penalties owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5, and 2699(g)(1), and any other applicable statute.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable of right by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of himself and all others similarly situated and other aggrieved employees pursuant to the California Private Attorneys General Act, prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a class action as to the first eight causes of action;
2. That Plaintiff be appointed as the representative of the Class;
3. That counsel for Plaintiff be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail, and telephone numbers) of all class members.

1 **As to the First Cause of Action**

2 5. That the Court declare, adjudge, and decree that Defendants violated California Labor
3 Code sections 510 and 1198 and the applicable IWC Wage Order(s) by willfully failing to pay all
4 overtime wages due to Plaintiff and the other class members;

5 6. For general unpaid wages at overtime wage rates and such general and special damages
6 as may be appropriate;

7 7. For pre-judgment interest on any unpaid overtime compensation commencing from the
8 date such amounts were due;

9 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
10 Labor Code section 1194; and

11 9. For such other and further relief as the Court may deem just and proper.

12 **As to the Second Cause of Action**

13 10. That the Court declare, adjudge, and decree that Defendants violated California Labor
14 Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the
15 other class members;

16 11. For general unpaid wages and such general and special damages as may be appropriate;

17 12. For statutory wage penalties pursuant to California Labor Code section 1197.1 for
18 Plaintiff and the other class members in the amount as may be established according to proof at trial;

19 13. For pre-judgment interest on any unpaid compensation from the date such amounts
20 were due;

21 14. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California
22 Labor Code section 1194(a);

23 15. For liquidated damages pursuant to California Labor Code section 1194.2; and

24 16. For such other and further relief as the Court may deem just and proper.

25 **As to the Third Cause of Action**

26 17. That the Court declare, adjudge, and decree that Defendants violated California Labor
27 Code sections 226.7 and 512 and the applicable IWC Wage Order(s) by willfully failing to provide all
28 meal periods, including second meal periods, to Plaintiff and the other class members;

1 18. That the Court make an award to Plaintiff and the other class members of one (1) hour
2 of pay at each employee's regular rate of compensation for each workday that a meal period was not
3 provided;

4 19. For all actual, consequential, and incidental losses and damages, according to proof;

5 20. For premium wages pursuant to California Labor Code section 226.7(c);

6 21. For pre-judgment interest on any unpaid wages from the date such amounts were due;

7 22. For reasonable attorneys' fees and costs of suit incurred herein; and

8 23. For such other and further relief as the Court may deem just and proper.

9 **As to the Fourth Cause of Action**

10 24. That the Court declare, adjudge, and decree that Defendants violated California Labor
11 Code section 226.7 and the applicable IWC Wage Order(s) by willfully failing to provide all rest
12 periods to Plaintiff and the other class members;

13 25. That the Court make an award to Plaintiff and the other class members of one (1) hour
14 of pay at each employee's regular rate of compensation for each workday that a rest period was not
15 provided;

16 26. For all actual, consequential, and incidental losses and damages, according to proof;

17 27. For premium wages pursuant to California Labor Code section 226.7(c);

18 28. For pre-judgment interest on any unpaid wages from the date such amounts were due;
19 and

20 29. For such other and further relief as the Court may deem just and proper.

21 **As to the Fifth Cause of Action**

22 30. That the Court declare, adjudge, and decree that Defendants violated the record keeping
23 provisions of California Labor Code section 226(a) and the applicable IWC Wage Order(s) as to
24 Plaintiff and the other class members, and willfully failed to provide accurate itemized wage
25 statements thereto;

26 31. For actual, consequential, and incidental losses and damages, according to proof;

27 32. For statutory penalties pursuant to California Labor Code section 226(e);

28 33. For injunctive relief to ensure compliance with this section, pursuant to California

1 Labor Code section 226(g); and

2 34. For such other and further relief as the Court may deem just and proper.

3 **As to the Sixth Cause of Action**

4 35. That the Court declare, adjudge, and decree that Defendants violated California Labor
5 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of
6 termination of the employment of Plaintiff and the other class members no longer employed by
7 Defendants;

8 36. For all actual, consequential, and incidental losses and damages, according to proof;

9 37. For statutory wage penalties pursuant to California Labor Code section 203 for Plaintiff
10 and the other class members who have left Defendants' employ;

11 38. For pre-judgment interest on any unpaid compensation from the date such amounts
12 were due; and

13 39. For such other and further relief as the Court may deem just and proper.

14 **As to the Seventh Cause of Action**

15 40. That the Court declare, adjudge, and decree that Defendants violated California Labor
16 Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and the other class members
17 for all necessary business-related expenses as required by California Labor Code sections 2800 and
18 2802;

19 41. For actual, consequential, and incidental losses and damages, according to proof;

20 42. For the imposition of civil penalties and/or statutory penalties;

21 43. For reasonable attorneys' fees and costs of suit incurred herein; and

22 44. For such other and further relief as the Court may deem just and proper.

23 **As to the Eighth Cause of Action**

24 45. That the Court declare, adjudge, and decree that Defendants violated the
25 following California Labor Code sections as to Plaintiff and the other class members: 510 and 1198
26 (by failing to pay overtime wages); 1194, 1197, and 1197.1 (by failing to pay minimum wages); 226.7
27 and 512(a) (by failing to provide meal and rest periods or compensation in lieu thereof); 226(a) (by
28 failing to provide accurate wage statements); and 201, 202, and 203 (by failing to pay all wages owed

upon termination); and 2800 and 2802 (by failing to reimburse business-related expenses);

46. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-judgment interest from the day such amounts were due and payable;

47. For the appointment of a receiver to receive, manage, and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, et seq.;

48. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5; and

49. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, et seq.

As to the Ninth Cause of Action

50. For the imposition of civil penalties pursuant to California Labor Code sections 2699, 210, 558, 226, 226.3, 1174.5, and 1197.1, and all other penalties allowed by the California Labor Code and/or other applicable statutes;

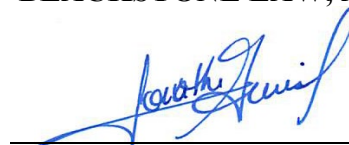
51. For statutory attorneys' fees and costs pursuant to sections 210, 218.5, and 2699(g)(1) of the California Labor Code; and

52. For such other and further relief as the Court may deem proper.

DATED: August 05, 2024

BLACKSTONE LAW, APC

By:



Jonathan M. Genish, Esq.
Attorneys for Plaintiff TRAVIS SANFORD,
individually, and on behalf of other similarly
situated employees and aggrieved employees
pursuant to the California Private Attorneys
General Act

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PROOF OF SERVICE

I, Yesenia Rosas, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On August 5, 2024, I served a copy of the following document(s):

**FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES AND
ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 ET SEQ.**

on the interested parties as follows:

Andrew J. Davis

Charles D. King

Rosha K. Jones

FOLGER LEVIN LLP

33 New Montgomery, 19th Floor

San Francisco, California 94105

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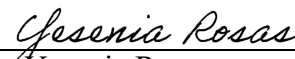
rjones@folgerlevin.com

*Attorney for Defendant SANTA CRUZ
SEASIDE COMPANY*

☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the addressee(s) listed above via email from email address yrosas@blackstonepc.com pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 5, 2024 at Beverly Hills, California.



Yesenia Rosas