

THE SPENCER LAW FIRM
Jeffrey Spencer , Esq., (State Bar No. 182440)
2 Venture, Suite 420
Irvine, CA 92618
Telephone No: (949) 240-8595
Facsimile No: (949) 240-8515
jps@spencerlaw.net

Attorneys for Plaintiffs

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

MARGARITA GARCIA Individually, and STATE)
OF CALIFORNIA ex rel. MARGARITA GARCIA)
on behalf of all aggrieved employees)

Plaintiff,

vs.

SAIL LOFT, LLC. and DOES 1- 100,
INCLUSIVE,

Defendants.

Case No. 30-2024-01443608-CU-WT-WJC

Assigned for All Purposes Judge Richard Lee

**COMPLAINT FOR DAMAGES;
DEMAND FOR JURY TRIAL**

**1. FAILURE TO PAY WAGES
(VIOLATION OF CALIFORNIA
LABOR CODE §§204, 204.3, 510,
1194 and 1198);**

**2. FAILURE TO PROVIDE MEAL
PERIODS (VIOLATION OF
CALIFORNIA LABOR CODE §§
226.7 and 512 AND CALIFORNIA
CODE OF REGULATIONS, TITLE
8, §11050);**

**3. FAILURE TO PROVIDE REST
PERIODS (VIOLATION OF
CALIFORNIA LABOR CODE §
226.7 CALIFORNIA CODE OF
REGULATIONS, TITLE 8, §11050);**

**4. FAILURE TO PAY WAGES UPON
TERMINATION OF
EMPLOYMENT (VIOLATION OF
CALIFORNIA LABOR CODE §201,
et seq, §203, §208;)**

**5. FAILURE TO FURNISH
ITEMIZED WAGE STATEMENTS
(VIOLATION OF LABOR CODE
§226)**

)
) **6. UNFAIR COMPETITION**
) **(Business and Professions Code**
) **section 17200 et. seq.)**
)
) **7. LABOR CODE PRIVATE**
) **ATTORNEY GENERAL ACT,**
) **LABOR CODE §2698 et. seq.**
)
) **8. WHISTLEBLOWER**
) **RETALIATION**
)
) **9. WRONGFUL TERMINATION**
)
)
) **REQUEST FOR JURY TRIAL**

COMES NOW Plaintiffs MARGARITA GARCIA and STATE OF CALIFORNIA ex rel. MARGARITA GARCIA as Private Attorney General (“Plaintiff”) who assert claims against SAIL LOFT, LLC. and DOES 1-100 INCLUSIVE (Collectively “Defendants” or “Employers”) as follows:

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

1. Plaintiff MARGARITA GARCIA, at all times mentioned was a resident of the State of California, and the County of Orange and employed by Defendants in Orange County, California.
2. Plaintiff was employed by Defendants at Skyloft in Laguna Beach, CA from approximately September 7, 2022 to February 14, 2024.
3. Plaintiff is informed and believes and based upon that information and belief alleges that Defendants SAIL LOFT, LLC. DOES 1-100 are now, and at all times mentioned in this Complaint, are corporations based in the State of California with a principal place of business in Orange County, California doing business as Skyloft in Laguna Beach, California. These entities are collectively referred to as “SAIL LOFT” or “Defendants” and were employers of the Plaintiff and aggrieved employees.
4. Defendants SAIL LOFT and Does 1-100 are and were employers of the Plaintiff and Aggrieved employees, who regularly employed more than 5 employees and or acted as an agent of

1 an employer, and set the hours, directed the duties and controlled the working conditions of Plaintiff
2 and the aggrieved employees and or directly or indirectly had some other ownership, agency, joint
3 venture, alter ego, partnership, management, directorship, or employment type of relationship with
4 the Plaintiff, Aggrieved Employees and the other defendants (whether named herein or designated
5 as DOES.)

6 5. Defendants Does 1-100, and each of them (hereinafter collectively referred to as
7 “Defendants” were employees, supervisors, managers, agents, joint venturers, directors, principals,
8 or otherwise employed by or working with each of the other Defendants. The acts, omissions and
9 conduct of Defendants and each of them were authorized, ratified and/or approved of by each of the
10 other Defendants herein.

11 6. The true names and capacities, whether individual, corporate, partnership, associate
12 or otherwise of Defendant Does 1 through 100, inclusive, are unknown to the Plaintiff and Plaintiff
13 therefore sues these Defendants by such fictitious names pursuant to California Code of Civil
14 Procedure Section 474. Plaintiff will seek leave to amend this Complaint to allege the true names
15 and capacities of Does 1 through 100 inclusive when they are ascertained. Plaintiff is informed and
16 believes, and based thereon alleges, that each of these fictitiously named Defendants is responsible
17 in some manner for the occurrences herein alleged, and that Plaintiff’s and the Aggrieved
18 Employees’ damages as herein alleged were legally caused by their conduct.

19 7. Plaintiff is informed and believes, and thereon alleges, that each of the defendants
20 named in this Complaint, including Does 1 through 100, inclusive, was the agent and employee of
21 each of the remaining defendants in doing some of the things hereinafter alleged, and was acting
22 within the scope and course of such agency or employment so that each defendant is vicariously
23 responsible for the other defendants and/or each defendant is the alter ego of each of the other
24 defendants whether named herein or designated as a Doe .

25 8. Plaintiff is informed and believes and thereon alleges that each of these fictitiously
26 named Defendants engaged in intentional, reckless, or negligent conduct, and are responsible in
27 some manner for the occurrences herein alleged, and that Plaintiffs’ damages as herein alleged were
28 directly and legally (proximately) caused by Defendants’ conduct. The defendants are also all

1 vicariously liable and are the alter egos of one another so that each defendant stands in the shoes of
2 and is responsible for the acts of the other defendants.

3 9. Plaintiff is informed and believes, and based upon that information and belief alleges,
4 that at all times relevant hereto, each of the defendants and the fictitiously named defendants acted
5 in concert and in furtherance of each other's interest.

6 10. Reference to actions or conduct of "Defendants and each of them" or to "Defendant"
7 shall include the singular and plural and shall include all Defendants in this action, whether named
8 or designated as a Doe. Reference to any singular Defendant shall include all Doe Defendants to
9 which the facts later are shown to apply.

10 11. Plaintiff is informed and believes, and based upon that information and belief alleges,
11 that each of the Defendants named in this Complaint, including Does 1 through 100, inclusive are
12 liable for the claims asserted in this Complaint under Labor Code 558.1 which provides:

13 (a) Any employer or other person acting on behalf of an employer, who violates, or causes
14 to be violated, any provision regulating minimum wages or hours and days of work in any order of
15 the Industrial Welfare Commission, or violates, or causes to be violated, Sections 203, 226, 226.7,
16 1193.6, 1194, or 2802, may be held liable as the employer for such violation.

17 (b) For purposes of this section, the term "other person acting on behalf of an employer" is
18 limited to a natural person who is an owner, director, officer, or managing agent of the employer,
19 and the term "managing agent" has the same meaning as in subdivision (b) of Section 3294 of the
20 Civil Code.

21 (c) Nothing in this section shall be construed to limit the definition of employer under
22 existing law.

23 **FIRST CAUSE OF ACTION**

24 **FOR FAILURE TO PAY WAGES – WAGE THEFT**

25 **[California Labor Code §§204, 204.3, 510, 512, 1194, 1198 and**
26 **558.1]** (On behalf of Plaintiff GARCIA against all Defendants)

27 12. Plaintiff incorporates by reference all of the allegations of this Complaint as though
28 set forth in full herein.

1 13. California Labor Code §§1194 and 1198 provide that employees in California shall
2 not be employed more than eight hours in any work day, and/or more than forty hours in any
3 workweek, unless they receive additional compensation beyond their regular wages in amounts
4 specified by law.

5 14. California Labor Code §1194 et. seq. provides that an employee who has not been
6 paid overtime and regular compensation may recover the unpaid balance of the full amount of such
7 compensation, together with costs of suit, as well as liquidated damages in an amount equal to the
8 overtime compensation unlawfully withheld, and interest thereon, in a civil action. The action may
9 be maintained directly against the employer in his name without first filing a claim with the
10 Department of Labor Standards and Enforcement.

11 15. At all times relevant hereto, California Code of Regulations Title 8 §§1150 and IWC
12 Wage Order No. 5 and other applicable Wage Orders applied, and applies, to Plaintiff's employment
13 with Defendants.

14 16. At all times relevant hereto, Labor Code §§ 510, 1194, 1198, California Code of
15 Regulations Title 8 § 11150 and IWC Wage Orders provided for payment of overtime wages equal
16 to one and one-half times an employee's regular rate of pay for all hours worked over 8 hours a day
17 and/or forty (40) hours in a work week and for wages equal to one-half times an employee's regular
18 rate of pay for the first 8 hours of work on the seventh day of work in a given workweek and for
19 wages of twice the regular rate of pay for any hours in excess of 12 hours in any given day and any
20 hours in excess of 8 on any seventh day of work in a given workweek.

21 17. Defendants, and each of them, have intentionally and improperly denied overtime
22 and regular compensation to the Plaintiff.

23 18. At all times relevant hereto, on a regular basis, the Plaintiff was suffered or required
24 to work off the clock without compensation and worked more than eight hours in a workday,
25 and/or more than forty hours in a workweek for Defendants failed and refused to pay all
26 compensation owed for those hours.

27 19. At all times relevant hereto, the Defendants knew of the overtime and off the clock
28 hours being worked by the Plaintiff, yet failed to pay Plaintiff all compensation owed for all of the

1 hours worked including, but not limited to compensation for off the clock time and overtime
2 compensation for all hours worked in excess of the maximum hours permissible by law as
3 required by California Labor Code §510, §1194 and §1198 and California Code of Regulations
4 Title 8 §11150 and the provisions of IWC order No. 5 and other applicable Wage Orders despite
5 regularly suffering and requiring her to work off the clock and overtime hours.

6 20. By virtue of Defendants' unlawful failure to pay additional compensation to Plaintiff
7 for her off the clock and overtime hours, she has suffered, and will continue to suffer, damages in
8 amounts which are presently unknown but which exceed the jurisdictional limits of this Court and
9 which will be ascertained according to proof at trial.

10 21. Plaintiff is informed and believes, and based upon that information and belief alleges,
11 that Defendants, and each of them, knew or should have known that Plaintiff was not being paid for
12 all overtime and regular hours worked and knew or should have known that Plaintiff did not qualify
13 as exempt employees and purposely elected not to pay her for their labor.

14 22. Defendants, and each of them, acted intentionally, oppressively and maliciously
15 toward Plaintiff with a conscious disregard of her rights, or the consequences to them, with the intent
16 of depriving Plaintiff of property and legal rights and otherwise causing her injury.

17 23. Plaintiff requests recovery of regular and overtime compensation according to proof,
18 interest, attorney's fees and costs pursuant to Labor Code §§1194(a) and 510 and applicable wage
19 orders, as well as the assessment of any statutory penalties against Defendants, and each of them, in
20 a sum as provided by the Labor Code and/or other statutes. Further, Plaintiff is entitled to seek and
21 recover reasonable attorneys' fees and costs pursuant to California Labor Code §1194.

22 **SECOND CAUSE OF ACTION**

23 **FOR FAILURE TO PROVIDE MEAL PERIODS AND**

24 **FAILURE TO PAY MEAL PERIOD COMPENSATION**

25 **[California Labor Code §§ 226.7 and 512, 558.1 and California Code of Regulation,**
26 **Title 8, §11050]**

27 (On behalf of Plaintiff GARCIA against all Defendants)

28 24. Plaintiff incorporates by reference all of the allegations of this Complaint as though

1 set forth in full herein.

2 25. California Labor Code §512 and California Code of Regulation, Title 8,
3 §11050(11) and IWC Wage Order 5 §11 and applicable wage orders require that no employer
4 shall employ any person for a work period of more than five (5) hours without a meal period of
5 not less than 30 minutes.

6 26. California Labor Code §226.7, California Code of Regulation, Title 8,
7 §11050(11)(B) and IWC Wage Order 5 §11 and applicable wage orders provide that if an employer
8 fails to provide an employee a meal period in accordance with this section, the employer shall pay
9 the employee one (1) hour of pay at the employee's regular rate of compensation for each workday
10 that the meal period is not provided.

11 27. Defendants, and each of them, have intentionally and improperly denied
12 meal periods to the Plaintiff and have failed to pay meal period compensation.

13 28. At all times relevant hereto the Plaintiff regularly worked more than five hours in a
14 workday.

15 29. At all times relevant hereto, Defendants, and each of them, failed to
16 provide meal periods as required by California Labor Code §512 and California Code of
17 Regulation, Title 8, §11090(11) and §11150(11) and IWC Wage Order 5 §11 and failed to pay
18 meal period compensation.

19 30. By virtue of Defendants' unlawful failure to provide meal periods and failure to pay
20 meal period compensation to Plaintiff she has suffered, and will continue to suffer, damages in
21 amounts which are presently unknown but which exceed the jurisdictional limits of this Court and
22 which will be ascertained according to proof at trial.

23 31. Defendants, and each of them, acted intentionally, oppressively and
24 maliciously toward Plaintiff with a conscious disregard of their rights, or the consequences with
25 the intent of depriving Plaintiff property and legal rights and otherwise causing her injury.

26 32. Plaintiff requests recovery of meal period compensation pursuant to California
27 Labor Code §512 and California Code of Regulation, Title 8, §11050(11) and IWC Wage Order 5
28 and Labor Code §226.7, as well as the assessment of any statutory penalties against Defendants,

1 and each of them, in a sum as provided by the Labor Code and/or other statutes.

2 **THIRD CAUSE OF ACTION**
3 **FOR FAILURE TO PROVIDE REST PERIODS**
4 **AND FAILURE TO PAY REST PERIOD COMPENSATION**
5 **[California Labor Code §§226.7, 558.1 and Code of Regulation Title 8, §11050]**

6 (On behalf of Plaintiff GARCIA against all Defendants)

7 33. Plaintiff incorporates by reference all of the allegations of this Complaint as though
8 set forth in full herein.

9 34. California Code of Regulation, Title 8, §11050(12) and IWC Wage Order 5 §12
10 and applicable wage orders require employers to authorize and permit all employees to take an
11 uninterrupted ten (10) minute paid rest period during each four hour period of work or major
12 fraction thereof.

13 35. California Code of Regulation, Title 8, §11050(12)(B), IWC Wage Order 5 §12 and
14 applicable wage orders and California Labor Code §226.7, require that if an employer fails to
15 provide an employee rest periods in accordance with this section, the employer shall pay the
16 employee one (1) hour of pay at the employee's regular rate of compensation for each workday
17 that the rest period is not provided.

18 36. At all times relevant hereto, Plaintiff has worked more than four hours in a
19 workday.

20 37. At all times relevant hereto, the Defendants, and each of them, failed to
21 provide rest periods to Plaintiff as required by California Code of Regulation, Title 8, §11050(12)
22 and IWC Wage Order 5 §12 and applicable wage orders.

23 38. By virtue of Defendants' unlawful failure to provide rest periods Plaintiff has
24 suffered, and will continue to suffer, damages in amounts which are presently unknown but which
25 exceed the jurisdictional limits of this Court and which will be ascertained according to proof at
26 trial.

27 39. Plaintiff requests recovery of rest period compensation pursuant to Labor Code §
28 226.7 California Code of Regulation, Title 8, §11050(12)(B), as well as the assessment of any

1 statutory penalties against Defendants, and each of them, in a sum as provided by the Labor Code
2 and/or other statutes.

3 **FOURTH CAUSE OF ACTION**
4 **FOR FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT**

5 **[Labor Code §§201 – 203, 208 Seq.]**

6 (On behalf of Plaintiff GARCIA against all Defendants)

7 40. Plaintiff incorporates by reference all of the allegations of this Complaint as though
8 set forth in full herein.

9 41. Plaintiff was discharged from employment with Defendants within the applicable
10 statute of limitations.

11 42. However, Defendants willfully failed to pay her all wages owed as defined by
12 applicable California law upon termination of employment immediately upon termination.

13 43. Additionally, consistent with their policies and practices of not paying overtime
14 compensation and meal and rest period compensation, Defendants willfully failed to pay Plaintiff
15 the regular and overtime compensation, meal and rest period compensation referred to in this
16 complaint upon termination of employment within the time and manners required by Labor Code
17 §201 et seq and those wages remain unpaid. Defendants' knew the wages were owed immediately
18 upon termination and their failure to pay said wages to Plaintiff within the time and in the manners
19 required by Labor Code §201 et seq. was willful.

20 44. Therefore pursuant to Labor Code §203 Plaintiff is entitled to one day's wages for
21 each day she was not timely paid all wages due upon termination of their employment, up to a
22 maximum of 30 days' wages plus costs and attorneys' fees.

23 **FIFTH CAUSE OF ACTION**
24 **FOR FAILURE TO FURNISH ITEMIZED WAGE STATEMENTS**

25 **LABOR CODE §§226 and 558.1**

26 (On behalf of Plaintiff GARCIA against all Defendants)

27 45. Plaintiff incorporates by reference all of the allegations of this Complaint as though
28 set forth in full herein.

1 46. Throughout the Class Period, Defendants intentionally failed to furnish Plaintiff
2 itemized statements upon each payment of wages accurately showing: all gross wages earned, total
3 hours worked, net wages earned, and the corresponding hours worked at each hourly rate by the
4 employee.

5 47. Additionally, such wage statements were incorrect due to Defendant's knowing and
6 intentional policies of refusing to pay Plaintiff for all hours worked, all meal break and rest break
7 compensation for meal and rest breaks she were not provided; (2) refusing to pay overtime
8 compensation and forcing Plaintiff to work off the clock to perform duties by threatening
9 reprimand if she failed to clock out for meal periods she was unable to take among other conduct.
10 On information and belief, each of these policies represented a knowing and intentional failure to
11 comply with the applicable labor codes and thus an intentional failure to comply with Labor Code
12 § 226.

13 48. Plaintiffs was damaged and suffered injury by these knowing and intentional
14 failures of the Defendants to comply with Labor Code §226 because, among other things, the
15 failures to provide the required information on her wage statements deprived her of the ability to
16 easily determine from the wage statement alone the total hours worked, and all applicable hourly
17 rates in effect during the pay period and the corresponding number of hours worked at each hourly
18 rate.

19 49. Plaintiff was also damaged and suffered injury by these knowing and intentional
20 failures of the Defendants because they led her to believe that they were not entitled to be paid all
21 regular, overtime and meal and rest period compensation she was owed because the failures
22 hindered her from determining the amounts of wages owed to her.

23 50. Plaintiff is entitled to the amounts provided in California Labor Code §226(e) and
24 §226.3 plus costs and attorneys' fees.

25 **SIXTH CAUSE OF ACTION**

26 **FOR UNFAIR COMPETITION.**

27 **[California Business & Professions Code§17200 et, seq.]**

28 (On behalf of Plaintiff GARCIA against all Defendants)

1 Plaintiff incorporates by reference all of the allegations of this Complaint as though
2 set forth in full herein.

3 51. By and through Defendants' conduct described above Plaintiff has suffered monetary
4 loss including but not limited to being deprived of the right to be paid overtime and regular
5 compensation earned by virtue of employment with the Defendants at regular intervals, in
6 accordance with the requirements of Sections 204, 1194 and 1197 of the California Labor Code and
7 was deprived of rest and meal periods and rest and meal period compensation in violation of Labor
8 Code §§ 226.7 and 512 and California Code of Regulations Title 8 §11050 and IWC Wage Order 5
9 §11 and 12.

10 52. By and through their unfair, unlawful and/or fraudulent business practices described
11 herein, Defendants have obtained valuable property, money and services from Plaintiff and have
12 deprived Plaintiff of valuable rights and benefits guaranteed by law, all to Plaintiff's detriment.

13 53. All of the acts described herein were violations of the California Labor Code and
14 Industrial Welfare Commission Wage Orders, are unlawful and in violation of public policy; are
15 unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful and/or
16 fraudulent business practices in violation of California Business and Professions Code § 17200 et
17 seq.

18 54. Plaintiff is entitled to, and seek restitution and/or disgorgement of all money she has
19 been deprived, by means of the above-described unfair, unlawful and/or fraudulent business
20 practices of Defendants.

21 SEVENTH CAUSE OF ACTION

22 LABOR CODE PRIVATE ATTORNEY GENERAL ACT ENFORCEMENT ACTION

23 [California Labor Code §2698 et seq.]

24 (On behalf of all Plaintiffs and all aggrieved employees against all Defendants)

25 55. Plaintiffs incorporate by reference all of the allegations of this Complaint as though
26 set forth in full herein.

27 56. Cal. Labor Code § 2698 et seq. *The Labor Code Private Attorneys General Act*
28 *of 2004* expressly establishes that any provision of the *Cal. Labor Code* which provides for a

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

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

10 58. Plaintiff, and all non-exempt employees of Defendants are “aggrieved
11 employees” as defined by *Cal. Labor Code* §2699 in that they are all current or former
12 employees of Defendants, and one or more of the alleged violations was committed against
13 them.

14 59. Prior to filing this Complaint, on August 6, 2024 Plaintiffs gave written notice
15 to the Labor and Workforce Development Agency online and paid the \$75 filing fee and via
16 certified mail to the employer of the specific provisions of this code alleged to have been
17 violated, including the facts and theories to support the alleged violations as required by
18 Labor Code §2699.3. A true and correct copy of the Labor Code Private Attorney General
19 Act Notice and the confirmation receipt from the Labor and Workforce Development Agency
20 is attached hereto as Exhibit 1 and is incorporated herein by reference.

21 60. The Labor and Workforce Development Agency did not respond or state its
22 intention to investigate within 65 calendar days of the postmark date of the PAGA notice.
23 Therefore according to the provisions of Labor Code §2699.3(a)(2)(A) Plaintiff is authorized
24 to commence and proceed with a civil action.

25 61. Having complied with the Notice and administrative provisions of PAGA,
26 Plaintiffs holds a right to bring an action on behalf of other employees on behalf of the State
27 of California, without obtaining class certification. Pursuant to Labor Code Section 2699 et
28 seq., Plaintiff seeks to recover civil penalties for which Defendants are liable as a result of
the violations of the Labor Code, as set forth in this Complaint and the Labor Code Private

1 Attorney General Act Notice attached hereto as Exhibit 1 and incorporated herein by
2 reference including, but not limited to, violations of Labor Code Sections 201, 202, 203, 204,
3 210, 226, 226.2, 226.7, 227.3, 510, 512, 1174, and 1194.

4 62. As a result of the acts alleged above and in the PAGA notice Plaintiff is
5 entitled to seek penalties on behalf of all aggrieved employees under California Labor Code
6 §2699 et seq. Under Labor Code §§ 2699(f)(2) and 2699.5, for each such violation, Plaintiff
7 and all other Aggrieved Employees are entitled to penalties in an amount to be shown at the
8 time of trial.

9 63. Labor Code § 210 provides that “in addition to, and entirely independent and apart
10 from, any other penalty provided in this article, every person who fails to pay the wages of each
11 employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For any
12 initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For each
13 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
14 failure to pay each employee, plus 25% of the amount unlawfully withheld.” As a result of the
15 faulty compensation policies and practices described in detail above, Plaintiff and the other
16 Aggrieved Employees are entitled to recover penalties under Labor Code § 210 through PAGA.

17 64. As a result of the violations alleged herein, Plaintiffs, individually and on behalf of
18 all aggrieved employees in their capacity as private attorney general seeks all civil penalties
19 available under the California Labor Code and the Labor Code Private Attorney General Act,
20 Labor Code Section 2698 et seq.

21 65. Pursuant to Cal. Labor Code §§2698 et seq. Plaintiffs are entitled to seek and
22 recover reasonable attorneys’ fees and costs

23 **EIGHTH CAUSE OF ACTION**

24 **(FOR WHISTLEBLOWER RETALIATION LABOR CODE SECTION 1102.5, ET SEQ.)**

25 (On behalf of Plaintiff GARCIA individually against all Defendants)

26 66. Plaintiff incorporates by reference all of the allegations of this Complaint as though
27 set forth in full herein.

28 67. GARCIA reported violations of laws, including without limitation, meal and rest
period violations and being forced to work off the clock to work through meal period and she asked

1 for her fair wages, including full overtime, wages, hours, and meal breaks and rest breaks.
2 Thereafter, she suffered various adverse actions culminating in her termination.

3 68. Accordingly, GARCIA's whistleblower activities were a motivating reason behind
4 Defendants' adverse employment actions.

5 69. Plaintiff has been harmed and Defendants' retaliatory conduct was a substantial
6 factor in causing Plaintiff's harm as set forth above.

7 70. As a direct and legal result of this conduct by Defendants Plaintiff suffered injury,
8 harm and damages and is entitled to general, special (non-economic and economic damages) loss of
9 earnings, loss of earnings capacity (past present and future) medical bills and treatment, hospital
10 bills and treatment, psychological and psychiatric treatment, loss of all other benefits of employment
11 and punitive damages, attorneys fees, costs of suit, loss of money by increased income tax on
12 earnings, and such other damages in a sum to be proven at time of trial and in excess of the minimum
13 jurisdiction of this court.

14 **NINTH CAUSE OF ACTION**

15 **FOR WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

16 (On behalf of Plaintiff GARCIA individually against all Defendants)

17 71. Plaintiff incorporates by reference all of the allegations of this Complaint as though
18 set forth in full herein.

19 72. GARCIA complained of violations of laws, including without limitation, meal and
20 rest period violations and being forced to work off the clock to work through meal period and she
21 asked for her fair wages, including full overtime, wages, hours, and meal breaks and rest breaks.
22 Thereafter she was fired. The firing was wrongful and in violation of public policy.

23 73. The complaints and request for wages were a substantial motivating reason for the
24 termination of plaintiff who was harmed thereby.

25 74. As a direct and legal result of this conduct by Defendants Plaintiff suffered injury,
26 harm and damages and is entitled to general, special (non-economic and economic damages) loss
27 of earnings, loss of earnings capacity (past present and future) medical bills and treatment, hospital
28

1 bills and treatment, psychological and psychiatric treatment, loss of all other benefits of
2 employment and punitive damages, attorneys fees, costs of suit, loss of money by increased
3 income tax on earnings, and such other damages in a sum to be proven at time of trial and in
4 excess of the minimum jurisdiction of this court. a direct and legal result of the conduct of the
5 defendants and each of them. Said harm and injury includes but is not limited to special
6 (economic) damages, General (non-economic) damages, attorneys fees, litigation costs, future
7 damages, and past damages.

8 **PRAYER**

9
10 WHEREFORE, Plaintiff and the Class pray for judgment against Defendant as follows:

11 1. ON THE FIRST CAUSE OF ACTION:

- 12 (a) For compensatory damages according to proof;
13 (b) For interest on any compensatory damages; and
14 (c) For statutory penalties;
15 (d) For attorneys' fees; and
16 (e) For costs of suit.

17 2. ON THE SECOND CAUSE OF ACTION:

- 18 (a) For compensatory damages according to proof;
19 (b) For interest on any compensatory damages; and
20 (c) For meal period compensation;
21 (d) For statutory penalties;
22 (e) For attorneys' fees; and
23 (f) For costs of suit.

24 3. ON THE THIRD CAUSE OF ACTION:

- 25 (a) For compensatory damages according to proof;
26 (b) For interest on any compensatory damages; and
27 (c) For rest period compensation; and
28 (d) For statutory penalties;

(e) For attorneys' fees; and

(f) For costs of suit.

4. ON THE FOURTH CAUSE OF ACTION:

(a) For compensatory damages according to proof;

(b) For interest on any compensatory damages; and

(c) For waiting time statutory amounts under Labor Code §203;

(d) For attorneys' fees; and

(e) For costs of Suit;

5. ON THE FIFTH CAUSE OF ACTION:

(a) For all amounts provided in California Labor Code §226(e) and §226.3;

(b) For statutory penalties;

(c) For costs of suit; and

(d) For attorneys' fees;

6. ON THE SIXTH CAUSE OF ACTION:

(a) For the equitable, injunctive and declaratory relief requested;

(b) For disgorgement of profits;

(c) For restitution;

(d) For attorneys' fees; and

(e) For costs of suit

7. ON THE SEVENTH CAUSE OF ACTION

(a) For statutory penalties pursuant to PAGA;

(b) For attorneys' fees; and

(c) For costs of suit;

8. ON THE EIGHTH THROUGH NINTH CAUSES OF ACTION

(a) Damages for the loss of earnings and back pay including any increased tax liability thereon;

(b) Damages for the loss of future earnings, promotions, opportunities to be promoted, front pay and all other employment benefits, such as pension

rights;

- (c) All other lost pension, insurance and other employment benefits;
- (d) Medical, hospital and psychological bills, including past, present and future bills and all other special damages;
- (e). General damages (pain, suffering, emotional distress and other non-economic damages);
- (f) Compensatory and statutory damages;
- (g) Punitive damages;
- (h) Litigation costs;
- (i). Attorneys' fees;
- (j) Civil Penalties as authorized by statutes and set out herein;
- (k). Interest;
- (l) Damages for increased tax liability and increased income tax payments;

And ON ALL CAUSES OF ACTION

For prejudgment and post judgment interest; and any other relief or damages allowed by law, or statutes not set out above and such further relief as the Court deems just and proper at conclusion of trial.

Dated: November 27, 2024

THE SPENCER LAW FIRM



JEFFREY P. SPENCER &
Attorneys for Plaintiff

1 **DEMAND FOR JURY TRIAL**

2
3 Plaintiff individually and on behalf of the Class hereby demands a trial by jury of all issues
4 in this action.

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6 Dated: November 27, 2024

THE SPENCER LAW FIRM

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JEFFREY P. SPENCER &
Attorneys for Plaintiff

EXHIBIT NO. 1



A PROFESSIONAL CORPORATION

2 Venture, Suite 220
Irvine CA 92618

Telephone: (949) 240-8595
Facsimile: (949) 377-3272
email: jps@spencerlaw.net

August 6, 2024

SENT VIA CERTIFIED MAIL

Sail Loft LLC.
9156 Helm Ave.
Fountain Valley, CA 92708

SUBMITTED ONLINE

Labor & Workforce Development Agency

Notification of Labor Code Private Attorney General Action against Sail Loft LLC

Dear Sir or Madame:

This notification is provided in advance of a civil action under the Labor Code Private Attorneys General Act of 2004. My client Margarita Garcia is providing written notice of specific provisions of the Labor Code that her employer Sail Loft LLC is alleged to have violated as required by California Labor Code §2699.3.

The Labor Code violations are detailed below:

1) Labor Code §§ 1194 FAILURE TO PAY OVERTIME AND REGULAR TIME

COMPENSATION: Sail Loft LLC engages in a policy and practice of compelling its non-exempt employees to clock out for meal periods and work off the clock for the duration of their meal periods. This is to understaffing of work locations and policies that precluded employees from taking 30 minute uninterrupted meal periods and subjected employees to reprimand if they failed to clock out for meal periods they could not take. Sail Loft LLC. knows the Plaintiff and aggrieved employees

were compelled to clock out for meal periods and work off the clock to complete their job duties and suffered them to work without regular and overtime compensation for that time. Despite this knowledge, Sail Loft LLC failed to pay their non-overtime exempt employees compensation for all of the hours they were suffered to work.

2) Labor Code §§ 226.7 and 512 FAILURE TO PROVIDE MEAL PERIODS AND PAY MEAL PERIOD COMPENSATION: Sail Loft LLC engages in a policy and practice of requiring and compelling its employees to work through and miss meal periods, including, but not limited to refusing to allow the employees to interrupt their work duties to take an uninterrupted thirty minute off duty meal period upon the completion of five hours of work and compelling them to clock out for meal periods and continue working. Additionally, employees were not authorized and permitted to take a timely second meal period when they worked shifts in excess of 10 hours in duration. On the occasions when they were able to take a meal period, the meal periods were often, late, cut short, interrupted, or taken on-duty. This was due to understaffing and policies that denied the employees the opportunity to take legally compliant meal breaks and Sail Loft LLC's failure to have any policy or practice to schedule meal periods to ensure that time was offered to employees so that all employees could take lawful meal periods and policies that subjected employees to reprimand if they failed to clock out for a meal period on shifts where they were unable to take a meal period. After denying Plaintiff Garcia and aggrieved employees these breaks, Sail Loft LLC failed to pay them meal period compensation for the breaks they were not provided.

3) Labor Code §§ 226.7 FAILURE TO PROVIDE REST PERIODS AND PAY REST PERIOD COMPENSATION: Sail Loft LLC engages in a policy and practice of requiring and compelling its employees to work through and miss rest break periods, including, but not limited to refusing to allow the employees to interrupt their work duties to take a duty free ten minute rest break during each four hour period of work or significant portion thereof. This was due to understaffing of work locations and policies that required the employees to remain on duty without being afforded the opportunity to receive lawful rest breaks and Sail Loft LLC's failure to have any policy or practice to schedule rest periods to ensure that time was offered to employees so that all employees could take lawful rest breaks. After denying Plaintiff Garcia and aggrieved employees these breaks, Sail Loft LLC failed to pay them rest period compensation for the breaks they were not provided.

4) Labor Code §§ 201,202, 203 and 227.3 FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT: When employees were terminated or resigned from employment, Sail Loft LLC engaged in a policy and practice of willfully failing to pay their employees all earned wages and accrued benefits including but not limited to; overtime, regular time and meal and rest period compensation, immediately upon termination or if they resigned with at least seventy-two hours advance notice or within seventy-two hours if they resigned without at least seventy-two hour notice. Sail Loft LLC knew Plaintiff Garcia and aggrieved employees were owed compensation for the off the clock hours and overtime and they worked as well as meal and rest compensation and other accrued benefits and purposely failed to pay all the wages and benefits owed upon termination of their employment.

4) Labor Code §§ 226 and §1174 FAILURE TO PROVIDE ADEQUATE WAGE

STATEMENTS: Sail Loft LLC engages in a policy and practice of willfully and intentionally failing to furnish its employees with itemized statements upon each payment of wages accurately showing: the total hours worked, gross wages earned, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Instead, the wage statements Sail Loft LLC provides to its employees fail to state all gross wages and net wages earned and do not reflect all the overtime, off the clock time and meal and rest period compensation earned and owed. The wage statements fail to state total hours worked including all overtime and off the clock hours and fail to state the correct hourly rates for that time. Plaintiff and the aggrieved employees were harmed by the incomplete wage statements including, but not limited to they caused them to be unaware they were being underpaid and impaired their ability to know and demand correct wages.

Such wage statements were incorrect due to Defendant's knowing and intentional policies of: (1) refusing to pay meal period and rest period compensation for meal and rest breaks that were not provided; (2) refusing to pay overtime compensation and regular time for off the clock work and forcing employees to work off the clock to perform duties by threatening reprimand if employees failed to clock out for meal periods they were not able to take among other conduct.

Additionally, Sail Loft LLC also failed to keep records of the actual time worked by its non-exempt employees.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeffrey Spencer', with a stylized flourish at the end.

Jeffrey Spencer
Attorney at Law

Jeff Spencer

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Tuesday, August 6, 2024 2:55 PM
To: Jeff Spencer
Subject: Thank you for submission of your PAGA Case.

8/6/2024

LWDA Case No. LWDA-CM-1043984-24
Law Firm : The Spencer Law Firm
Plaintiff Name : Margarita Garcia
Employer: Sail Loft, 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