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6 Attorneys for Plaintiff(s),

7 JORDAN ANDRADE, and all others similarly situated

(Additional attorneys for Plaintiff(s) on next page)

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9
10 **FOR THE COUNTY OF SACRAMENTO**
11 **(UNLIMITED JURISDICTION)**

12 JORDAN ANDRADE, on behalf of herself and
13 all others similarly situated, and the general
14 public, and as an “aggrieved employee” on
15 behalf of other “aggrieved employees” and the
16 State of California under the Labor Code Private
17 Attorneys General Act of 2004,

18 *Plaintiff(s),*

19 vs.

20 RILEYSONSUTTER LLC, a California limited
21 liability company; FOLSOMHACIENDA LLC,
22 a California limited liability company;
23 PLANKFOLSOM LLC, a California limited
24 liability company; MICHAEL SHAWN
25 SANSON, a natural person; and DOES 1–50,
26 inclusive,

27 *Defendant(s).*

Case No. 24CV026094

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

1. Failure to Pay All Wages Earned for All Hours Worked and Other Compensable Hours at the Correct Rates of Pay (Lab. Code §§ 1194, 1197, and 1198);
2. Failure to Provide Meal Periods (Lab. Code §§ 226.7, 512 and 1198);
3. Failure to Provide Rest Breaks (Lab. Code §§ 226.7 and 1198);
4. Failure to Indemnify (Lab. Code §§ 1198 and 2802);
5. Wage Statement Penalties (Lab. Code § 226);
6. Waiting Time Penalties (Lab. Code § 203);
7. Unfair Competition (Bus. & Prof. Code §§ 17200, et seq.; and
8. Civil Penalties (Lab. Code §§ 2898, et seq.)

JURY TRIAL DEMANDED



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1 Plaintiff, Jordan Andrade (hereafter “Plaintiff” or “Andrade”), on behalf of herself and all
2 others similarly situated, the general public, and as an “aggrieved employee” on behalf of other
3 “aggrieved employees” and the State of California under the Labor Code Private Attorneys
4 General Act of 2004, complains and alleges as follows:

5 **I. INTRODUCTION**

6 1. Plaintiff brings this class and representative action for alleged violations of the
7 California Labor Code, Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage
8 Order”), and the California Business and Professions Code against Defendants Rileysonsutter
9 LLC, a California limited liability company, Folsomhacienda LLC, a California limited liability
10 company, Plankfolsom LLC, a California limited liability company, Michael Shawn Sanson, a
11 natural person, and Does 1 through 50, inclusive (collectively “Defendants”).

12 2. As set forth in more detail below, Plaintiff alleges that Defendants are liable to her
13 and other similarly situated workers for unpaid wages, statutory penalties, interest, and related
14 relief. These claims are based on Defendants’ failures to:

- 15 (A) Pay all wages, including minimum and regular wages, earned for all hours
16 worked at the correct rates of pay;
- 17 (B) Provide all meal periods;
- 18 (C) Authorize and permit all rest breaks;
- 19 (D) Pay premium wages for unprovided meal periods;
- 20 (E) Pay premium wages for unprovided rest breaks;
- 21 (F) Indemnify for necessary work-related expenditures;
- 22 (G) Issue only accurate and complete itemized wage statements;
- 23 (H) Issue statements of sick leave available; and
- 24 (I) Timely pay wages upon termination of employment;

25 Accordingly, Plaintiff now seeks to recover unpaid wages, interest, liquidated damages,
26 restitution, statutory and civil penalties, attorneys’ fees, costs, and related relief through this class
27 action.

28 ///



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1 **II. THE PARTIES**

2 3. Plaintiff Jordan Andrade is a resident of California. At all relevant times, Plaintiff
3 was an “employee” within the meaning of Title 8 California Code of Regulations § 11050 and an
4 “aggrieved employee” within the meaning of Labor Code § 2699 (c).

5 4. Defendant Rileysonsutter LLC is a limited liability company organized and
6 existing under the laws of California and also a citizen of California based on Plaintiff’s
7 information and belief.

8 5. Defendant Folsomhacienda LLC is a limited liability company organized and
9 existing under the laws of California and also a citizen of California based on Plaintiff’s
10 information and belief.

11 6. Defendant Plankfolsom LLC is a limited liability company organized and existing
12 under the laws of California and also a citizen of California based on Plaintiff’s information and
13 belief.

14 7. Defendant Michael Shawn Sanson is a natural person and also a citizen of
15 California based on Plaintiff’s information and belief.

16 8. Plaintiff is ignorant of the true names, capacities, relationships, and extents of
17 participation in the conduct alleged herein of the Defendants sued as DOES 1-50, inclusive, but
18 is informed and believes and thereon alleges that said Defendants are legally responsible for the
19 wrongful conduct alleged herein and therefore sues these Defendants by such fictitious names.
20 Plaintiff will amend the Complaint to allege the true names and capacities of the DOE Defendants
21 when ascertained.

22 9. Plaintiff is informed and believes and thereon alleges that, at all relevant times
23 herein, all Defendants were the agents, employees and/or servants, masters or employers of the
24 remaining defendants, and in doing the things hereinafter alleged, were acting or failing to act
25 within the course and scope of such agency, employment, direction and control, and with the
26 approval and ratification of each of the other Defendants.

27 10. At all relevant times, in perpetrating the acts and omissions alleged herein,
28 Defendants, and each of them, acted pursuant to and in furtherance of a policy, practice, or a lack



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1 of a practice which resulted in Defendants not compensating Plaintiff and the other Class
2 Members or otherwise complying with their rights in accordance with applicable California labor
3 laws as alleged herein.

4 11. At all relevant times, in perpetrating the acts and omissions alleged herein,
5 Defendants and each of them acted pursuant to and in furtherance of a policy and/or practice, or
6 lack thereof, which resulted in Defendants not paying Plaintiff and other members of the below-
7 described class in accordance with applicable laws as alleged herein.

8 **III. CLASS ALLEGATIONS**

9 12. This action has been brought and may be maintained as a class action pursuant to
10 California Code of Civil Procedure section 382 because there is a well-defined community of
11 interest among the persons who comprise the readily ascertainable class defined below and
12 because Plaintiff is unaware of any difficulties likely to be encountered in managing this case as
13 a class action.

14 13. **Class Definition:** The Class is defined as follows: All persons Defendants
15 employed in California as hourly and non-exempt, including bartenders, individuals performing
16 work comparable to the aforementioned, compensated comparably to the aforementioned,
17 individuals in similar positions, and individuals who sought employment with Defendants in such
18 positions, at any time during the period beginning four years prior to the filing of this action and
19 ending on the date that final judgment is entered in this action (“Class” or “Class Members”).

20 14. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), Plaintiff reserves the
21 right to amend or modify the class definition with greater specificity, by further division into
22 subclasses and/or by limitation to particular issues.

23 15. **Numerosity:** The Class Members are so numerous that the individual joinder of
24 each individual Class Member is impractical. While Plaintiff does not currently know the exact
25 number of Class Members, Plaintiff is informed and believes that the actual number exceeds the
26 minimum required for numerosity under California laws.

27 16. **Commonality and Predominance:** Common questions of law and fact exist as to
28 all Class Members and predominate over any questions which affect only individual Class



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Members. These questions include, but are not limited to:

A. Whether Defendants failed to pay all wages earned to Class Members for all hours worked at the correct rates of pay, including minimum, regular, meal period premium, and rest period premium wages;

B. Whether Defendants failed to provide the Class Members with all meal periods in compliance with California law;

C. Whether Defendants failed to authorize and permit the Class Members to take all rest periods in compliance with California law;

D. Whether Defendants failed to indemnify the Class Members for the reasonable expenses they incurred during the course of performing their duties;

E. Whether Defendants knowingly and intentionally failed to provide the class with accurate and complete itemized wage statements;

F. Whether Defendants willfully failed to provide the class with timely final wages;

G. Whether Defendants engaged in unfair competition within the meaning of Business and Professions Code sections 17200, et seq., with respect to the Class; and

H. Whether Class Members are entitled to restitution of money or property that Defendants may have acquired from them through alleged Labor Code violations.

17. **Typicality:** Plaintiff's claims are typical of the other Class Members' claims. Plaintiff is informed and believes and thereon alleges that Defendants have a policy and/or practice, or lack thereof, which resulted in Defendants failing to comply with the California Labor Code, the Wage Order, and the Business and Professions Code.

18. **Adequacy of Class Representative:** Plaintiff is an adequate class representative in that she has no interests that are adverse to, or otherwise in conflict with, the interests of absent Class Members. Plaintiff is dedicated to vigorously prosecuting this action on behalf of Class Members. Plaintiff will fairly and adequately represent and protect the interests of Class Members.

19. **Adequacy of Class Counsel:** Plaintiff's counsel are adequate class counsel in that



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1 they have no known conflicts of interest with Plaintiff or absent Class Members, are experienced
2 in class action litigation, and are dedicated to vigorously prosecuting this action on behalf of
3 Plaintiff and absent Class Members.

4 20. **Superiority:** A class action is vastly superior to other available means for fair and
5 efficient adjudication of Class Members' claims and would be beneficial to the parties and the
6 Court. Class action treatment will allow a number of similarly situated persons to simultaneously
7 and efficiently prosecute their common claims in a single forum without the unnecessary
8 duplication of effort and expense that numerous individual actions would entail. In addition, the
9 monetary amounts due to many individual Class Members are likely to be relatively small and
10 would thus make it difficult, if not impossible, for individual Class Members to both seek and
11 obtain relief. Moreover, a class action will serve an important public interest by permitting Class
12 Members to effectively pursue the recovery of monies owed to them. Further, a class action will
13 prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

14 **IV. STATEMENT OF FACTS**

15 21. The Wage Order applies to "all persons employed in the public housekeeping
16 industry whether paid on a time, piece rate, commission, or other basis." Wage Order, § 1. The
17 Wage Order defines "Public Housekeeping Industry" to mean

18 any industry, business, or establishment which provides meals, housing, or
19 maintenance services whether operated as a primary business or when incidental
20 to other operations in an establishment not covered by an industry order of the
Commission, and includes, but is not limited to the following:

- 21 (1) Restaurants, night clubs, taverns, bars, cocktail lounges, lunch counters,
22 cafeterias, boarding houses, clubs, and all similar establishments where
23 food in either sold or liquid form is prepared and served to be consumed
24 on the premises;
- 25 (2) Catering, banquet, box lunch service, and similar establishments which
26 prepare food for consumption on or off the premises;
- 27 (3) Hotels, motels, apartment houses, rooming houses, camps, clubs, trailer
28 parks, office or loft buildings, and similar establishments offering rental
of living, business, or commercial quarters;



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- 1 (4) Hospitals, sanitariums, rest homes, child nurseries, child care institutions,
2 homes for the aged, and similar establishments offering board or lodging
3 in addition to medical, surgical, nursing, convalescent, aged, or child care;
4 (5) Private schools, colleges, or universities, and similar establishments which
5 provide board or lodging in additional to educational facilities;
6 (6) Establishments contracting for development, maintenance or cleaning of
7 grounds; maintenance or cleaning of facilities and/or quarters of
8 commercial units and living units; and
9 (7) Establishments providing veterinary or other animal care services.

9 Wage Order, § 2(P). At all relevant times during the applicable limitations period, the Defendants,
10 Andrade, and all of the Class Members were covered by the Wage Order because the Defendants
11 operated, and Andrade, and all of the Class Members, worked for one or more restaurants.
12 Accordingly, Andrade and all of the other Class Members are entitled to the protections the Wage
13 Order provides.

14 22. On approximately March 15, 2023, the Defendants began to employ Andrade in
15 Folsom in the position of bartender. The Defendants continuously employed her in that capacity
16 until on or about July 3, 2024 when her employment ended.

17 23. At all relevant times, the Defendants issued wages to Andrade and all of the other
18 Class Members on a basis and paid them by the hour. At all relevant times, the Defendants
19 classified Andrade and all of the other Class Members as non-exempt employees entitled to the
20 protections of the Labor Code and the Wage Order.

21 24. At all relevant times, the Defendants failed to compensate Andrade and all of the
22 other Class Members for all hours worked at the applicable minimum or regular rates of pay. The
23 Defendants required Andrade and the other Class Members to work off-the-clock and without
24 pay. The tasks the Defendants required Andrade and the other Class Members to work included
25 setting up and re-stocking, taking trash out, cleaning the floor, locking the and trash. Also, the
26 Defendants were under-staffed. They required Andrade and the other Class Members to complete
27 more time-sensitive tasks in a workday than they could without working overtime hours, or by
28 working through meal periods and rest breaks. They also required Andrade and the other Class



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Members to complete more time-sensitive tasks in a workday than they could without taking meal periods within the first five hours of work or a second meal period on days they worked in excess of 10 hours.

25. At all relevant times, the Defendants failed to provide Andrade and all of the other Class Members with all timely 30-minute, off-duty meal periods. The Defendants required Andrade and the other Class Members to work through meal periods, though the Defendants did not pay Andrade and the other Class Members for the time or recorded the meal period as taking place within the first five hours of work when the meal period had taken place later. The Defendants also failed to pay premium wages for days on which they failed to provide Andrade and all of the other Class Members with meal periods as required by law.

26. At all relevant times, the Defendants failed to authorize and permit Andrade and all of the other Class Members to take ten-minute, off-duty, paid rest breaks every four hours worked or major portion thereof. The Defendants required Andrade and the other Class Members to work through rest breaks. The Defendants also failed to pay premium wages for days on which they failed to authorize and permit Andrade and all of the other Class Members to take rest breaks as required by law.

27. At all relevant times, the Defendants failed to provide paid sick leave to Andrade and all of the other Class Members.

28. At all relevant times, the Defendants required Andrade and all of the other Class Members to incur certain business expenses in the course of performing their duties. The Defendants required Andrade and all of the other Class Members to supply mobile phones to perform their job duties. However, the Defendants did not provide these items and did not reimburse Andrade and the other Class Members for these items. The Defendants required Andrade and the other Class Members to use their personal mobile phones to perform their job duties, though the Defendants did not reimburse Andrade and the other Class Members for such mobile phone use and did not provide an alternative to use of personal mobile phones to perform their job duties. The Defendants required Andrade and the other Class Members to install the 7 Hours application on their mobile phones for messaging with management and scheduling.



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1 29. At all relevant times, the Defendants failed to issue to Andrade and all of the other
2 Class Members complete and accurate wage statements that state all hours worked at the correct
3 rates of pay, and all wages earned. The Defendants knowingly and intentionally failed to state on
4 the wage statements they issued to Andrade and all of the other Class Members the unpaid wages
5 discussed above. The wage statements fail to state all minimum wages earned, all regular wages
6 earned, all meal period premium wages earned, all rest break premium wages earned, all
7 unlawfully deducted wages, and related information.

8 30. At all relevant times, the Defendants failed to provide Andrade and all of the other
9 Class Members with statements of sick leave available, or paid time off in lieu of sick leave.

10 31. At all relevant times, the Defendants also failed to timely pay Andrade and all of
11 the other Class Members all earned wages as described above during and at the conclusion of
12 employment.

13 32. At all relevant times, the Defendants failed to maintain accurate employee records
14 of Andrade and all of the other Class Members.

15 33. For the reasons stated herein, Plaintiff alleges that as a result of Defendants'
16 unlawful practices and policies, Plaintiff and the Class Members were:

- 17 A. Not provided with all off duty meal periods;
- 18 B. Not authorized and permitted to take all rest break periods;
- 19 C. Not paid one hour's pay for each workday in which Defendants failed to
20 authorize and permit them to take one or more timely rest periods;
- 21 D. Not paid one hour's pay for each workday in which Defendants failed to
22 provide them with one or more timely meal periods;
- 23 E. Not paid all wages earned, including, but not limited to, minimum and
24 regular wages for work performed while clocked out;
- 25 F. Not indemnified for all necessary business expenditures incurred during
26 the discharge of their duties;
- 27 G. Not provided with accurate and complete wage statements; and
- 28 H. Not timely paid all earned and unpaid wages at the time their employment



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ended.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL WAGES AT THE CORRECT RATES

Lab. Code § 1194, 1197, and 1198

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

34. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

35. At all relevant times, Plaintiff and the Class Members have been non-exempt employees entitled to the protections of both the Labor Code and the Wage Order.

A. FAILURE TO PAY ALL WAGES EARNED FOR ALL HOURS WORKED AT THE CORRECT RATES OF PAY

36. Section 2 of the Wage Order defines “hours worked” as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

37. Section 4 of the Wage Order requires an employer to pay non-exempt employees at least the minimum wage set forth therein for all hours worked, which consists of all hours that an employer has actual or constructive knowledge that employees are working.

38. Labor Code section 1194 invalidates any agreement between an employer and an employee to work for less than the minimum wage required under the applicable Wage Order.

39. Labor Code section 1197 makes it unlawful for an employer to pay an employee less than the minimum wage required under the applicable Wage Order for all hours worked during a payroll period.

40. Labor Code section 1198 makes it unlawful for an employer to employ an employee under conditions that violate the Wage Order.

41. In conjunction, these provisions of the Labor Code require employers to pay non-exempt employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including unrecorded hours when the employer knew or reasonably should have known that employees were working during those hours. (See *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.)

42. At all relevant times during the applicable limitations period, Defendants failed to compensate Plaintiff and the Class Members for all hours worked, including, but not limited to



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1 minimum and regular wages for all minimum and regular hours, respectively, that they worked
2 at the correct rates of pay.

3 43. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
4 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
5 failure to compensate Plaintiff and the other Class Members for all hours worked at the correct
6 rates of pay as required by California law.

7 **B. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE**
8 **LABOR CODE**

9 44. In relevant part, Labor Code section 558.1 states:

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

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

21 At all relevant times, Michael Shawn Sanson was an employer of Andrade and all of the other
22 Class Members, and/or "owner," "managing agent," and/or "officer" of the Defendants and the
23 other employers identified above. Michael Shawn Sanson directly or indirectly, or through an
24 agent or other person, employed and exercised control over the wages, hours, and/or working
25 conditions of the Class Members, and caused the violations to the Labor Code and the Wage
26 Order described above. On behalf of herself and all of the other Class Members, Andrade seeks
27 an award of unpaid wages, interest, restitution, statutory penalties, liquidated damages, attorneys'
28 fees, costs, and related relief against Michael Shawn Sanson that is the same as the award of
against the other Defendants on the same grounds for which Plaintiff seeks against the
Defendants.

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1 **C. FAILURE TO PROVIDE SICK LEAVE**

2 45. Labor Code section 233 states

3 Any employer who provides sick leave for employees shall permit an
4 employee to use in any calendar year the employee's accrued and available
5 sick leave entitlement, in an amount not less than the sick leave that would
6 be accrued during six months at the employee's then current rate of
7 entitlement, for the reasons specified in subdivision (a) of Section 246.5.

8 46. Labor Code section 246(a)(1) states

9 An employee who, on or after July 1, 2015, works in California for the
10 same employer for 30 or more days within a year from the commencement
11 of employment is entitled to paid sick days as specified in this section.

12 47. Labor Code section 246.5 states

13 (a) Upon the oral or written request of an employee, an employer shall
14 provide paid sick days for the following purposes:

15 (1) Diagnosis, care, or treatment of an existing health
16 condition of, or preventive care for, an employee or an
17 employee's family member.

18 ...

19 (c) (1) An employer shall not deny an employee the right to use accrued
20 sick days ...

21 48. The Defendants failed to provide Andrade and all of the other Class Members with
22 paid sick leave.

23 49. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
24 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
25 failure to pay Plaintiff and the other Class Members sick leave as required by California law.

26 **SECOND CAUSE OF ACTION**

27 **FAILURE TO PROVIDE MEAL PERIODS**

28 **Lab. Code §§ 226.7 and 512**

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

50. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

51. At all relevant times during the applicable limitations period, Plaintiff and the



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1 Class Members have been employees of Defendants and entitled to the benefits and protections
2 of California Labor Code §§ 226.7, 512 and 1198, and the Wage Order.

3 52. In relevant part, California Labor Code § 1198 states:

4 The maximum hours of work and the standard conditions of labor fixed by the
5 commission shall be the maximum hours of work and the standard conditions of
6 labor for employees. The employment of any employee for longer hours than those
fixed by the order or under conditions of labor prohibited by the order is unlawful.

7 53. In relevant part, In relevant part, California Labor Code § 512 states:

8
9 An employer shall not employ an employee for a work period of
10 more than five hours per day without providing the employee with
11 a meal period of not less than 30 minutes, except that if the total
12 work period per day of the employee is no more than six hours, the
meal period may be waived by mutual consent of both the
employer and employee.

13 An employer shall not employ an employee for a work period of
14 more than 10 hours per day without providing the employee with
15 a second meal period of not less than 30 minutes, except that if the
16 total hours worked is no more than 12 hours, the second meal
period may be waived by mutual consent of the employer and the
employee only if the first meal period was not waived.

17 54. In relevant part, Section 11 of the Wage Order states:

18
19 **Meal Periods**

20 (A) No employer shall employ any person for a work period of
21 more than five (5) hours without a meal period of not less
22 than 30 minutes, except that when a work period of not
23 more than six (6) hours will complete the day's work the
meal period may be waived by mutual consent of the
24 employee and the employee. Unless the employee is
relieved of all duty during a 30 minute meal period, the
meal period shall be considered an 'on duty' meal period
and counted as time worked. An 'on duty' meal period shall
be permitted only when the nature of the work prevents an
employee from being relieved of all duty and when by
written agreement between the parties an on-the-job paid
meal period is agreed to. The written agreement shall state
25 that the employee may, in writing, revoke the agreement at
26 any time.
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(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

55. In relevant part, California Labor Code § 226.7 states:

(b) An employer shall not require an employee to work during a meal or rest period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.

(c) If an employer fails to provide an employee a meal period or rest period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

56. Pursuant to California Labor Code § 512 and the Wage Order, Plaintiff and the Class Members were entitled to uninterrupted meal periods of at least 30 minutes for each day they worked five or more hours. Pursuant to California Labor Code § 512, they were also entitled to a second 30-minute meal period when they worked more than 10 hours in a workday.

57. Defendants intentionally failed to provide Plaintiff and the Class Members with all required 30-minute duty free meal periods in accordance with the Wage Order. The Defendants required Andrade and the other Class Members to work through meal periods, though the Defendants did not pay Andrade and the other Class Members for the time or recorded the meal period as taking place within the first five hours of work when the meal period had taken place later.

58. At all relevant times, Defendants failed to provide Plaintiff and the Class Members



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1 with all timely rest and meal periods. Defendants denied Plaintiff and the other Class Members
2 their 30-minute off-duty meal period within the first five hours of work. Furthermore, Defendants
3 failed to pay premium wages for days on which they failed to provide Plaintiff and the other Class
4 Members with timely meal periods.

5 59. Plaintiff is informed and believes and thereon alleges that, at all relevant times
6 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
7 which resulted in Defendants not providing the and the Class Members with all off-duty meal
8 periods required by California law.

9 60. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
10 suffered damages in amounts subject to proof to the extent they were not paid additional wages
11 owed for all meal periods not provided to them.

12 61. By reason of the above, Plaintiff and the Class Members are entitled to premium
13 wages for workdays in which one or more meal periods were not provided to them pursuant to
14 California Labor Code § 226.7.

15 **A. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE**
16 **LABOR CODE**

17 62. In relevant part, Labor Code section 558.1 states:

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

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

At all relevant times, Michael Shawn Sanson was an employer of Andrade and all of the other
Class Members, and/or "owner," "managing agent," and/or "officer" of the Defendants and the
other employers identified above. Michael Shawn Sanson directly or indirectly, or through an



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1 agent or other person, employed and exercised control over the wages, hours, and/or working
2 conditions of the Class Members, and caused the violations to the Labor Code and the Wage
3 Order described above. On behalf of herself and all of the other Class Members, Andrade seeks
4 an award of unpaid wages, interest, restitution, statutory penalties, liquidated damages, attorneys'
5 fees, costs, and related relief against Michael Shawn Sanson that is the same as the award of
6 against the other Defendants on the same grounds for which Plaintiff seeks against the
7 Defendants.

8 **THIRD CAUSE OF ACTION**

9 **FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**

10 **Lab. Code § 226.7**

11 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

12 63. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

13 64. At all relevant times during the applicable limitations period, Plaintiff and the
14 Class Members have been employees of Defendants and entitled to the benefits and protections
15 of California Labor Code §§ 226.7 and 1198, and the Wage Order.

16 65. In relevant part, California Labor Code § 1198 states:

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

22 66. In relevant part, Section 12 of the Wage Order states:

23 **Rest Periods**

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

(B) If an employer fails to provide an employee a rest period in



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1 accordance with the applicable provisions of this Order, the
2 employer shall pay the employee one (1) hour of pay at the
3 employee's regular rate of compensation for each work day that
4 the rest period is not provided.

5 67. In relevant part, California Labor Code § 226.7 states:

6 (b) An employer shall not require an employee to work during
7 a meal or rest period mandated pursuant to an applicable
8 statute, or applicable regulation, standard, or order of the
9 Industrial Welfare Commission, the Occupational Safety
10 and Health Standards Board, or the Division of
11 Occupational Safety and Health.

12 (c) If an employer fails to provide an employee a meal period
13 or rest period in accordance with a state law, including, but
14 not limited to, an applicable statute or applicable
15 regulation, standard, or order of the Industrial Welfare
16 Commission, the Occupational Safety and Health
17 Standards Board, or the Division of Occupational Safety
18 and Health, the employer shall pay the employee one
19 additional hour of pay at the employee's regular rate of
20 compensation for each work day that the meal or rest
21 period is not provided.

22 68. Pursuant to the Wage Order, Plaintiff and the Class Members were entitled to be
23 authorized and permitted to take net rest breaks of at least ten minutes for each four-hour period
24 of work, or major fraction thereof.

25 69. Defendants intentionally failed to authorize and permit Plaintiff and the Class
26 Members to take all 10-minute rest periods free from any work duties in accordance with the
27 Wage Order.

28 70. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
Class Members to take all timely rest periods. Furthermore, Defendants failed to pay premium
wages to Plaintiff and the Class Members for days on which they failed to authorize and permit
Plaintiff and the other Class Members to take timely rest periods.

71. At all relevant times, Defendants failed to authorize and permit Plaintiff and the
Class Members to take ten-minute, paid, duty-free rest breaks every four hours worked or major
fraction thereof. Defendants did not seek an exemption from the rest period protections of the



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1 Wage Order from the California Division of Labor Standards Enforcement. Moreover,
2 Defendants failed to pay Plaintiff and the Class Members premium wages on workdays they failed
3 to authorize and permit them to take 10-minute rest periods every four hours worked or major
4 fraction thereof.

5 72. Plaintiff is informed and believes and thereon alleges that, at all relevant times
6 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
7 which resulted in Defendants not authorizing and permitting Plaintiff and the Class Members to
8 take all rest breaks required by California law.

9 73. Defendants failed to provide Plaintiff with all required rest breaks in accordance
10 with the Wage Order. Plaintiff is informed and believes and thereon alleges that, at relevant times
11 within the applicable limitations period, Defendants had a policy, practice, or a lack of a policy
12 which resulted in Defendants not providing the Class Members with all rest breaks required by
13 California law.

14 74. Defendants failed to pay Plaintiff the additional wages required by California
15 Labor Code § 226.7 for all rest breaks not provided to her. Plaintiff is informed and believes and
16 thereon alleges that, at relevant times within the applicable limitations period, Defendants have
17 maintained a policy, practice, or a lack of a policy which resulted in Defendants not providing the
18 Class Members with additional wages for all rest breaks not provided to them as required by
19 California Labor Code § 226.7.

20 75. As a result of Defendants' unlawful conduct, Plaintiff and the Class Members have
21 suffered damages in amounts subject to proof to the extent they were not paid additional wages
22 owed for all rest breaks not provided to them.

23 76. By reason of the above, Plaintiff and the Class Members are entitled to premium
24 wages for workdays in which one or more rest breaks were not provided to them pursuant to
25 California Labor Code § 226.7.

26 **A. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE**
27 **LABOR CODE**

28 77. In relevant part, Labor Code section 558.1 states:



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

5 (f) For purposes of this section, the term “other person acting on
6 behalf of an employer” is limited to a natural person who is an
7 owner, director, officer, or managing agent of the employer, and
8 the term “managing agent” has the same meaning as in subdivision
(b) of Section 3294 of the Civil Code.

9 At all relevant times, Michael Shawn Sanson was an employer of Andrade and all of the other
10 Class Members, and/or “owner,” “managing agent,” and/or “officer” of the Defendants and the
11 other employers identified above. Michael Shawn Sanson directly or indirectly, or through an
12 agent or other person, employed and exercised control over the wages, hours, and/or working
13 conditions of the Class Members, and caused the violations to the Labor Code and the Wage
14 Order described above. On behalf of herself and all of the other Class Members, Andrade seeks
15 an award of unpaid wages, interest, restitution, statutory penalties, liquidated damages, attorneys’
16 fees, costs, and related relief against Michael Shawn Sanson that is the same as the award of
17 against the other Defendants on the same grounds for which Plaintiff seeks against the
Defendants.

18 **FOURTH CAUSE OF ACTION**

19 **FAILURE TO INDEMNIFY**

20 **Lab. Code § 2802**

21 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

22 78. Plaintiff incorporates all paragraphs of this complaint as if fully alleged herein.

23 79. In pertinent part, California Labor Code § 2802(a) states: “An employer shall
24 indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct
25 consequence of the discharge of his or her duties.”

26 80. California Labor Code § 1198 prohibits employers from employing their
27 employees under conditions prohibited by the Wage Order.

28 81. At all relevant times, Defendants required Plaintiff and the Class Members to incur



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1 certain business expenses in the course of performing their duties.

2 82. As described above, the Defendants required Andrade and all of the other Class
3 Members to incur certain business expenses in the course of performing their duties. The
4 Defendants required Andrade and all of the other Class members to supply mobile phones to
5 perform their job duties. However, the Defendants did not provide these items and did not
6 reimburse Andrade and the other Class members for these items. The Defendants required
7 Andrade and the other Class Members to use their personal mobile phones to perform their job
8 duties, though the Defendants did not reimburse Andrade and the other Class Members for such
9 mobile phone use and did not provide an alternative to use of personal mobile phones to perform
10 their job duties. The Defendants required Andrade and the other Class Members to install the 7
11 Hours application on their mobile phones for messaging with management and scheduling.

12 83. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
13 Defendants maintained a policy and/or practice, or lack thereof, which resulted in Defendants'
14 failure to indemnify Plaintiff and the Class Members for the reasonable expenses they incurred
15 during the course of performing their duties.

16 **A. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE**
17 **LABOR CODE**

18 84. In relevant part, Labor Code section 558.1 states:

- 19 (g) Any employer or other person acting on behalf of an employer,
20 who violates, or causes to be violated, any provision regulating
21 minimum wages or hours and days of work in any order of the
22 Industrial Welfare Commission, or violates, or causes to be
23 violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be
24 held liable as the employer for such violation.
- 25 (h) For purposes of this section, the term "other person acting on
26 behalf of an employer" is limited to a natural person who is an
27 owner, director, officer, or managing agent of the employer, and
28 the term "managing agent" has the same meaning as in subdivision
(b) of Section 3294 of the Civil Code.

At all relevant times, Michael Shawn Sanson was an employer of Andrade and all of the other
Class Members, and/or "owner," "managing agent," and/or "officer" of the Defendants and the



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1 other employers identified above. Michael Shawn Sanson directly or indirectly, or through an
2 agent or other person, employed and exercised control over the wages, hours, and/or working
3 conditions of the Class Members, and caused the violations to the Labor Code and the Wage
4 Order described above. On behalf of herself and all of the other Class Members, Andrade seeks
5 an award of unpaid wages, interest, restitution, statutory penalties, liquidated damages, attorneys'
6 fees, costs, and related relief against Michael Shawn Sanson that is the same as the award of
7 against the other Defendants on the same grounds for which Plaintiff seeks against the
8 Defendants.

9 **FIFTH CAUSE OF ACTION**

10 **FAILURE TO ISSUE ACCURATE AND COMPLETE WAGE STATEMENTS**

11 **Lab. Code § 226**

12 **(By Plaintiff, on behalf of herself and the Class, against all Defendants)**

13 **A. FAILURE TO PROVIDE ACCURATE AND COMPLETE WRITTEN WAGE**
14 **STATEMENTS**

15 85. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

16 86. Pursuant to California Labor Code § 226(a), Plaintiff and the Class Members were
17 entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
18 statement showing:

19 A. Gross wages earned;

20 B. Total hours worked by the employee, except for any employee whose
21 compensation is solely based on a salary and who is exempt from payment of overtime under
22 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;

23 C. The number of piece rate units earned and any applicable piece rate if the
24 employee is paid on a piece-rate basis;

25 D. All deductions, provided that all deductions made on written orders of the
26 Employee may be aggregated and shown as one item;

27 E. Net wages earned;

28 F. The inclusive dates of the period for which the employee is paid;

G. The name of the employee and his or her social security number, except
that by January 1, 2008, only the last four digits of his or her social security number or an
employee identification number other than a social security number may be shown on the itemized



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1 statement;

2 H. The name and address of the legal entity that is the employer; and

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

5 87. Pursuant to California Labor Code § 226, an employee is deemed to suffer injury
6 if the employer fails to provide a wage statement. Also, an employee is deemed to suffer injury if
7 the employer fails to provide accurate and complete information as required by California Labor
8 Code § 226(a) and the employee cannot “promptly and easily determine” from the wage statement
alone one or more of the following:

9 A. The amount of the gross wages or net wages paid to the employee during
10 the pay period or any of the other information required to be provided on the itemized wage
11 statement pursuant to California Labor Code § 226(a);

12 B. Which deductions the employer made from gross wages to determine the
13 net wages paid to the employee during the pay period;

14 C. The name and address of the employer and, if the employer is a farm labor
15 contractor, as defined in subdivision (b) of Section 1682 of the California Labor Code, the name
16 and address of the legal entity that secured the services of the employer during the pay period;

17 D. The name of the employee and only the last four digits of his or her social
18 security number or an employee identification number other than a social security number; and

19 E. The number of piece-rate units earned and the piece rate.

20 88. “Promptly and easily determine,” as stated in California Labor Code § 226(e),
21 means a reasonable person would be able to readily ascertain the information without reference
to other documents or information.

22 89. As alleged herein, at all relevant times during the applicable limitations period,
23 Defendants violated California Labor Code section 226 because they did not properly and
24 accurately itemize each employee’s gross wages earned, net wages earned, the total hours worked,
25 the corresponding number of hours worked at each rate by the employee and other requirements
26 of California Labor Code section 226. Defendants failed to state in the wage statements they
27 issued to Plaintiff and the other Class Members all their hours worked and wages earned,
28 including, but not limited to, regular wages for work they performed off-the-clock after clocking-



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1 out (as described above). Defendants knowingly and intentionally did not issue either as a
2 detachable part of the check, draft, or voucher paying the employee's wages, or separately if
3 wages are paid by personal check or cash, statements to Plaintiff and the Class Members that state
4 all minimum wages earned, all regular wages earned, all meal period premium wages earned, all
5 rest break premium wages earned, all unlawfully deducted wages.

6 90. Defendants' failure to provide Plaintiff and the other Class Members with accurate
7 wage statements was knowing and intentional. Defendants had the ability to provide Plaintiff and
8 the other Class Members with accurate wage statements but intentionally provided wage
9 statements that Defendants knew were not accurate.

10 91. As a result of being provided with inaccurate wage statements by Defendants,
11 Plaintiff and the other Class Members have suffered injury. Their legal rights to receive accurate
12 wage statements were violated and they were misled about the amount of wages they had actually
13 earned and were owed. In addition, the absence of accurate information on their wage statements
14 prevented immediate challenges to Defendants' unlawful pay practices, has required discovery
15 and mathematical computations to determine the amounts of wages owed, has caused difficulty
16 and expense in attempting to reconstruct time and pay records and/or has led to the submission of
17 inaccurate information about wages to state and federal government agencies. Further, Plaintiff
18 and the other Class Members were not able to ascertain from the wage statements whether
19 Defendants complied with their obligations under California Labor Code section 226(a).

20 **B. FAILURE TO PROVIDE NOTICE OF AVAILABLE SICK LEAVE**

21 92. Labor Code § 246 states

22 An employer shall provide an employee with written notice that sets forth the
23 amount of paid sick leave available, or paid time off leave an employer provides
24 in lieu of sick leave, for use on either the employee's itemized wage statement
25 described in Section 226 or in a separate writing provided on the designated pay
26 date with the employee's payment of wages.

27 Lab.Code § 246(h) (effective July 1, 2015). As a matter of policy and practice, the Defendants
28 failed to provide Andrade and all of the other Class Members with an itemized wage statement or
separate writing that set forth the amount of paid sick leave available.



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1 93. Pursuant to California Labor Code § 226(e), Plaintiffs and the other Class
2 Members are entitled to recover the greater of actual damages, or penalties of fifty dollars (\$50)
3 for the initial pay period in which a violation of California Labor Code § 226(a) occurred and one
4 hundred dollars for each violation of California Labor Code § 226(a) in a subsequent pay period,
5 not to exceed an aggregate penalty of four thousand dollars (\$4,000) per Class Member, and are
6 also entitled to an award of costs and reasonable attorneys' fees.

7 **C. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE**
8 **LABOR CODE**

9 94. In relevant part, Labor Code section 558.1 states:

- 10 (i) Any employer or other person acting on behalf of an employer,
11 who violates, or causes to be violated, any provision regulating
12 minimum wages or hours and days of work in any order of the
13 Industrial Welfare Commission, or violates, or causes to be
14 violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802, may be
15 held liable as the employer for such violation.
16
17 (j) For purposes of this section, the term “other person acting on
18 behalf of an employer” is limited to a natural person who is an
19 owner, director, officer, or managing agent of the employer, and
20 the term “managing agent” has the same meaning as in subdivision
21 (b) of Section 3294 of the Civil Code.

22 At all relevant times, Michael Shawn Sanson was an employer of Andrade and all of the other
23 Class Members, and/or “owner,” “managing agent,” and/or “officer” of the Defendants and the
24 other employers identified above. Michael Shawn Sanson directly or indirectly, or through an
25 agent or other person, employed and exercised control over the wages, hours, and/or working
26 conditions of the Class Members, and caused the violations to the Labor Code and the Wage
27 Order described above. On behalf of herself and all of the other Class Members, Andrade seeks
28 an award of unpaid wages, interest, restitution, statutory penalties, liquidated damages, attorneys' fees, costs, and related relief against Michael Shawn Sanson that is the same as the award of
against the other Defendants on the same grounds for which Plaintiff seeks against the
Defendants.

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SIXTH CAUSE OF ACTION

WILLFUL FAILURE TO TIMELY PAY FINAL WAGES

(Lab. Code §§ 201, 202, and 203)

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

95. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

96. At all relevant times during the applicable limitations period, Plaintiffs and the Class have been non-exempt employees of Defendants and entitled to the benefits and protections of California Labor Code §§ 201–203, and the Wage Order.

97. Labor Code § 201 provides that all earned and unpaid wages of an employee who is discharged are due and payable immediately at the time of discharge.

98. Labor Code § 202 provides that all earned and unpaid wages of an employee who quits after providing at least 72-hours notice before quitting are due and payable at the time of quitting and that all earned and unpaid wages of an employee who quits without providing at least 72-hours notice before quitting are due and payable within 72 hours.

99. The Defendants failed to pay Andrade and all of the other Class Members whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Andrade, including minimum wages, regular wages, unprovided meal period premium wages, and unprovided rest break premium wages.

100. By failing to pay such earned wages to Plaintiff and the Class Members, Defendants failed to timely pay them all earned and unpaid wages in violation of Labor Code § 201 or § 202.

101. Plaintiff is informed and believes that Defendants’ failures to timely pay Plaintiff and the Class Members all of their earned and unpaid wages (described above) have been willful in that, at all relevant times, Defendants have deliberately maintained policies and practices that violate the requirements of the Labor Code and the Wage Order, even though at all relevant times, they have had the ability to comply with those legal requirements.

102. Pursuant to Labor Code § 203, Plaintiffs seeks waiting time penalties on behalf of themselves and the Class, in amounts subject to proof not to exceed 30 days of waiting time



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penalties for each Class Member.

**A. PERSON ACTING ON BEHALF OF EMPLOYERS WHO VIOLATES THE
LABOR CODE**

103. In relevant part, Labor Code section 558.1 states:

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

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

104. At all relevant times, Michael Shawn Sanson was an employer of Andrade and all of the other Class Members, and/or “owner,” “managing agent,” and/or “officer” of the Defendants and the other employers identified above. Michael Shawn Sanson directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of the Class Members, and caused the violations to the Labor Code and the Wage Order described above. On behalf of herself and all of the other Class Members, Andrade seeks an award of unpaid wages, interest, restitution, statutory penalties, liquidated damages, attorneys’ fees, costs, and related relief against Michael Shawn Sanson that is the same as the award of against the other Defendants on the same grounds for which Plaintiff seeks against the Defendants.

SEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

(Bus. & Prof. Code §§ 17200, *et seq.*)

(By Plaintiff, on behalf of herself and the Class, against all Defendants)

105. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

A. TIP VIOLATIONS

106. Under Labor Code § 350, the Defendants were at all times “employers” and



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1 Andrade and all of the other Class Members were at all times “employees.” Under Labor Code §
2 350, the Defendants were at all times “employing” Andrade and all of the other Class Members.
3 Labor Code § 351 prohibits an employer or agent of the employer from collecting, taking, or
4 receiving any gratuity or a part thereof that is paid, given to, or left for an employee by a patron,
5 or deducting any amount from wages due an employee on account of a gratuity, or requiring an
6 employee to credit the amount, or any part thereof, of a gratuity against and as a part of the wages
7 due the employee from the employer. Labor Code § 351 further declares that every gratuity is the
8 sole property of the employee or employees to whom it was paid, given, or left for.

9 107. At all relevant times during the applicable limitations period, Plaintiff and the
10 Class Members have been employees of Defendants and entitled to the benefits and protections
11 of the Business and Professions Code §§ 17200, *et seq.*

12 108. The unlawful conduct of Defendants alleged herein amount to and constitutes
13 unfair competition within the meaning of California Business & Professions Code §§ 17200, *et*
14 *seq.* Due to their unfair and unlawful business practices alleged herein, Defendants have unfairly
15 gained a competitive advantage over other comparable companies doing business in California
16 that comply with their legal obligations to compensate employees for all earned wages.

17 109. As a result of Defendants’ unfair competition as alleged herein, Plaintiff and the
18 Class Members have suffered injuries in fact and lost money or property. Plaintiff and the Class
19 Members were deprived of minimum wages, regular wages, missed meal period premium wages,
20 missed rest period premium wages, phone expenses, and comparable money and property.

21 110. Pursuant to California Business & Professions Code § 17203, Plaintiff and the
22 Class Members are entitled to restitution of all monies rightfully belonging to them that
23 Defendants did not pay them or otherwise retained by means of their unlawful and unfair business
24 practices.

25 111. Plaintiff and the Class Members are entitled to reasonable attorneys’ fees in
26 connection with their unfair competition claims pursuant to California Code of Civil Procedure §
27 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

28 ///



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EIGHTH CAUSE OF ACTION

CIVIL PENALTIES

Lab.Code §§ 2698, *et seq.*

**(By Plaintiff, on behalf of himself, the Aggrieved Employees, and the State of California,
against all Defendants)**

112. Plaintiff incorporates all paragraphs of this Complaint as if fully alleged herein.

113. The “Aggrieved Employees” are all members of the Class defined above who Defendants employed during the period beginning December 9, 2023, and ending on the date that final judgment is entered in this action.

114. Labor Code § 204 states

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

(b) (1) Notwithstanding any other provision of this section, all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

(2) An employer is in compliance with the requirements of subdivision (a) of Section 226 relating to total hours worked by the employee, if hours worked in excess of the normal work period during the current pay period are itemized as corrections on the paystub for the next regular pay period. Any corrections set out in a subsequently issued paystub shall state the inclusive dates of the pay period for which the employer is correcting its initial report of hours worked.

(c) However, when employees are covered by a collective bargaining agreement that provides different pay arrangements, those arrangements shall apply to the covered employees.

(d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.

115. Defendants paid wages to employees on regular intervals. Defendants, however, failed to pay Plaintiff on such intervals for all wages earned and all hours worked. On information



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1 and belief, Plaintiff alleges that Defendants also failed to pay the Aggrieved Employees on such
2 intervals for all wages earned and all hours worked.

3 116. During the applicable time period, Defendants violated California Labor Code §§
4 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802.

5 117. California Labor Code §§ 2699(a) and (g) authorize an aggrieved employee, on
6 behalf of themselves and other current or former employees, to bring a civil action to recover civil
7 penalties pursuant to the procedures specified in California Labor Code § 2699.3.

8 118. Pursuant to California Labor Code §§ 2699(a) and (f), Plaintiff, the State, and the
9 Aggrieved Employees, are entitled to recover civil penalties for each of the Defendants' violations
10 of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198,
11 and 2802 during the applicable limitations period in the following amounts:

12 A. For violations of California Labor Code § 204, one hundred dollars
13 (\$100.00) for each Aggrieved Employee for each initial violation and two hundred dollars
14 (\$200.00) for each Aggrieved Employee for each subsequent, willful or intentional violation
15 (penalty amounts established by California Labor Code § 210).

16 B. For violations of California Labor Code § 226(a), two hundred fifty dollars
17 (\$250.00) for each Aggrieved Employee for initial violation and one thousand dollars (\$1,000.00)
18 for each Aggrieved Employee for each subsequent violation (penalty amounts established by
19 California Labor Code § 226.3).

20 C. For violations of California Labor Code §§ 510 and 512, fifty dollars
21 (\$50.00) for each Aggrieved Employee for initial violation and one hundred dollars (\$100.00) for
22 each Aggrieved Employee for each subsequent violation, per pay period (penalty amounts
23 established by California Labor Code § 558).

24 D. For violations of California Labor Code § 1174, five hundred dollars
25 (\$500.00) for each Aggrieved Employee for each violation of Labor Code § 1174 (penalty
26 amounts established by Labor Code § 1174.5).

27 E. For violations of California Labor Code § 1197, one hundred dollars
28 (\$100.00) for each Aggrieved Employee for each initial and intentional violation and two hundred
fifty dollars (\$250.00) for each Aggrieved Employee for each subsequent violation, per pay period
(regardless of whether the initial violations were intentionally committed) (penalty amounts
established by California Labor Code § 1197.1).



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1 F. For violations of California Labor Code §§ 201, 202, 203, 226.7, 1194,
2 1198, and 2802, one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for
3 each initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay
4 period for each subsequent violation (penalty amounts established by California Labor Code §
5 2699(f)(2)).

6 119. Plaintiff has complied with the procedures for bringing suit specified in California
7 Labor Code § 2699.3. By letter dated December 9, 2023, Plaintiff filed written notice online with
8 the Labor and Workforce Development Agency (“LWDA”) and gave written notice by certified
9 mail to Defendants of the specific provisions of the California Labor Code alleged to have been
10 violated, including the facts and theories to support the alleged violations. A true and correct copy
11 of the notice to the LWDA dated December 9, 2023 is attached as Exhibit A. Plaintiff submitted
12 her LWDA notice with a fee in the amount of \$75.00. The LWDA has failed to take action in
13 response within 65 calendar days of the date of Plaintiff’s notice, but Plaintiff anticipates that the
14 LWDA will provide written notice to Plaintiff informing her that it does not intend to investigate
15 these allegations.

16 120. Pursuant to California Labor Code § 2699(g), Plaintiff and the Aggrieved
17 Employees are entitled to an award of civil penalties, reasonable attorney’s fees and costs in
18 connection with their claims for civil penalties.

19 **V. PRAYER FOR RELIEF**

20 121. WHEREFORE, Plaintiff, on behalf of herself and the Class Members, prays for
21 relief and judgment against Defendants as follows:

22 A. An order that the action be certified as a class action with respect to
23 Plaintiff’s claims for violations of California law;

24 B. An order that Plaintiff be appointed class representative;

25 C. An order that counsel for Plaintiff be appointed class counsel;

26 D. Unpaid wages, including minimum, regular, missed meal period, and
27 missed rest period time wages;

28 E. Liquidated damages;



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- 1 F. Statutory penalties, including waiting time penalties;
2 G. Civil penalties;
3 H. Restitution;
4 I. Declaratory relief;
5 J. Actual damages;
6 K. Pre-judgment interest;
7 L. Costs of suit;
8 M. Reasonable attorneys' fees; and
9 N. Such other relief as the Court deems just and proper.

10 **VI. DEMAND FOR JURY TRIAL**

11 Plaintiff, on behalf of herself and all other Class Members, hereby demands a jury trial on
12 all issues so triable.

13 Respectfully submitted,

THE SPIVAK LAW FIRM

15 Dated: February 27, 2025

By: 

DAVID G. SPIVAK,
Attorney for Plaintiff, JORDAN
ANDRADE, and all others similarly
situated



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EXHIBIT A



THE SPIVAK LAW FIRM

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SENT BY ELECTRONIC SUBMISSION, CERTIFIED MAIL, AND EMAIL

December 9, 2024

Attn: PAGA Administrator
Labor and Workforce Development Agency
<http://dir.tflaforms.net>
Via Electronic Submission

Re: Jordan Andrade / Michael Shawn Sanson

To Whom It May Concern:

Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*, Jordan Andrade (hereafter “Andrade” or “Complainant”) provides notice that Michael Shawn Sanson, a natural person, Rileysonsutter LLC, a California limited liability company, Folsomhacienda LLC, a California limited liability company, and Plankfolsom LLC, a California limited liability company, and related entities (collectively “the Sanson Employers” or “the Employers”) violated her rights and those of all other individuals the Sanson Employers have employed or otherwise contracted with in California as hourly and non-exempt, including bartenders, individuals performing work comparable to the aforementioned, and individuals in similar positions (hereafter the “Aggrieved Employees”) under Labor Code sections 201, 202, 203, 204, 226, 226.7, 512, 1174, 1194, 1197, 1198, 2802, and other Labor Code statutes. On behalf of herself and all other Aggrieved Employees, Andrade hereby provides this notice to the Labor & Workforce Development Agency and the Sanson Employers and their agents and representatives.

At all relevant times, the Sanson Employers have employed persons, conducted business, and engaged in illegal payroll practices and policies, throughout California. Andrade and all of the other Aggrieved Employees are “employees” within the meaning of Industrial Welfare Commission Order No. 5-2001 (hereafter “the Wage Order”) section 2, subdivision (F) and “Aggrieved Employees” within the meaning of Labor Code section 2699(c).

///

Statement of Facts

On approximately March 15, 2023, the Sanson Employers began to employ Andrade in Folsom in the position of bartender. The Sanson Employers continuously employed her in that capacity until on or about July 3, 2024 when her employment ended.

At all relevant times, the Sanson Employers issued wages to Andrade and all of the other Aggrieved Employees on a biweekly basis and paid them by the hour. At all relevant times, the Sanson Employers classified Andrade and all of the other Aggrieved Employees as non-exempt employees entitled to the protections of the Labor Code and the Wage Order.

The Sanson Employers failed to compensate Andrade and all of the other Aggrieved Employees for all hours worked at the applicable minimum or regular rates of pay. The Sanson Employers required Andrade and the other Aggrieved Employees to work off-the-clock and without pay. The tasks the Sanson Employers required Andrade and the other Aggrieved Employees to work included setting up and re-stocking, taking trash out, and cleaning the floor. Also, the Sanson Employers were under-staffed. They required Andrade and the other Aggrieved Employees to complete more time-sensitive tasks in a workday than they could without working overtime hours, or by working through meal periods and rest breaks. They also required Andrade and the other Aggrieved Employees to complete more time-sensitive tasks in a workday than they could without taking meal periods within the first five hours of work.

At all relevant times, the Sanson Employers failed to provide Andrade and all of the other Aggrieved Employees with all timely 30-minute, off-duty meal periods. The Sanson Employers required Andrade and the other Aggrieved Employees to work through meal periods, though the Sanson Employers did not pay Andrade and the other Aggrieved Employees for the time or recorded the meal period as taking place within the first five hours of work when the meal period had taken place later. The Sanson Employers also failed to pay premium wages for days on which they failed to provide Andrade and all of the other Aggrieved Employees with meal periods as required by law.

At all relevant times, the Sanson Employers failed to authorize and permit Andrade and all of the other Aggrieved Employees to take ten-minute, off-duty, paid rest breaks every four hours worked or major portion thereof. The Sanson Employers required Andrade and the other Aggrieved Employees to work through rest breaks. The Sanson

Employers also failed to pay premium wages for days on which they failed to authorize and permit Andrade and all of the other Aggrieved Employees to take rest breaks as required by law.

At all relevant times, the Sanson Employers required Andrade and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The Sanson Employers required Andrade and all of the other Aggrieved Employees to supply mobile phones to perform their job duties. However, the Sanson Employers did not provide these items and did not reimburse Andrade and the other Aggrieved Employees for these items. The Sanson Employers required Andrade and the other Aggrieved Employees to use their personal mobile phones to perform their job duties, though the Sanson Employers did not reimburse Andrade and the other Aggrieved Employees for such mobile phone use and did not provide an alternative to use of personal mobile phones to perform their job duties. The Sanson Employers required Andrade and the other Aggrieved Employees to install the 7 Shifts application on their mobile phones for messaging with management and scheduling.

The Sanson Employers unlawfully deducted wages belonging to Andrade and all of the other Aggrieved Employees. The Sanson Employers required Andrade and the other Aggrieved Employees to work through meal periods, though the Sanson Employers deducted the time.

At all relevant times, the Sanson Employers failed to issue to Andrade and all of the other Aggrieved Employees complete and accurate wage statements that state all hours worked at the correct rates of pay, and all wages earned. The Sanson Employers knowingly and intentionally failed to state on the wage statements they issued to Andrade and all of the other Aggrieved Employees the unpaid wages discussed above. The wage statements fail to state all minimum wages earned, all regular wages earned, all meal period premium wages earned, all rest break premium wages earned, all unlawfully deducted wages, and other required information.

The Sanson Employers also failed to timely pay Andrade and all of the other Aggrieved Employees all earned wages as described above during and at the conclusion of employment.

The Sanson Employers failed to maintain accurate employee records of Andrade and all of the other Aggrieved Employees.

For the reasons stated herein, Andrade alleges the following violations of the Labor Code and the Wage Order on behalf of herself and all of the other Aggrieved Employees:

- (a) The Sanson Employers failed to pay Andrade and all of the other Aggrieved Employees all wages earned for all hours worked at the correct rates of pay, including minimum and regular;
- (b) The Sanson Employers failed to provide Andrade and all of the other Aggrieved Employees all meal periods in compliance with California law;
- (c) The Sanson Employers failed to authorize and permit Andrade and all of the other Aggrieved Employees to take rest breaks in compliance with California law;
- (d) The Sanson Employers failed to compensate Andrade and all of the other Aggrieved Employees at one hour's pay for each day in which the Sanson Employers failed to provide them with one or more meal periods as required by law;
- (e) The Sanson Employers failed to compensate Andrade and all of the other Aggrieved Employees at one hour's pay for each day in which the Sanson Employers failed to authorize and permit them to take one or more rest breaks as required by law;
- (f) The Sanson Employers failed to indemnify Andrade and all of the other Aggrieved Employees for all necessary business expenditures incurred during the discharge of their duties;
- (g) The Sanson Employers unlawfully deducted wages belonging to Andrade and all of the other Aggrieved Employees;
- (h) The Sanson Employers knowingly and intentionally failed to provide Andrade and all of the other Aggrieved Employees with accurate and complete wage statements;
- (i) The Sanson Employers willfully failed to timely pay Andrade and all of the other Aggrieved Employees all earned and unpaid wages during their

employment with the Sanson Employers and when their employment ended; and

- (j) The Sanson Employers failed to maintain accurate employment records pertaining to Andrade and all of the other Aggrieved Employees.

Accordingly, Andrade now seeks civil penalties on behalf of herself and all of the other Aggrieved Employees based on the Sanson Employers' alleged violations of the Labor Code and the Wage Order.

The Wage Order

The Wage Order applies to "all persons employed in the public housekeeping industry whether paid on a time, piece rate, commission, or other basis." Wage Order, § 1. The Wage Order defines "Public Housekeeping Industry" to mean

any industry, business, or establishment which provides meals, housing, or maintenance services whether operated as a primary business or when incidental to other operations in an establishment not covered by an industry order of the Commission, and includes, but is not limited to the following:

- (1) Restaurants, night clubs, taverns, bars, cocktail lounges, lunch counters, cafeterias, boarding houses, clubs, and all similar establishments where food in either sold or liquid form is prepared and served to be consumed on the premises;
- (2) Catering, banquet, box lunch service, and similar establishments which prepare food for consumption on or off the premises;
- (3) Hotels, motels, apartment houses, rooming houses, camps, clubs, trailer parks, office or loft buildings, and similar establishments offering rental of living, business, or commercial quarters;
- (4) Hospitals, sanitariums, rest homes, child nurseries, child care institutions, homes for the aged, and similar establishments offering board or lodging in addition to medical, surgical, nursing, convalescent, aged, or child care;

- (5) Private schools, colleges, or universities, and similar establishments which provide board or lodging in addition to educational facilities;
- (6) Establishments contracting for development, maintenance or cleaning of grounds; maintenance or cleaning of facilities and/or quarters of commercial units and living units; and
- (7) Establishments providing veterinary or other animal care services.

Wage Order, § 2(P). At all relevant times during the applicable limitations period, the Sanson Employers, Andrade, and all of the Aggrieved Employees were covered by the Wage Order because the Sanson Employers operated, and Andrade, and all of the Aggrieved Employees, worked for one or more restaurants. Accordingly, Andrade and all of the other Aggrieved Employees are entitled to the protections the Wage Order provides.

Failure To Pay Wages For All Hours Worked At The Correct
Rates of Pay
(Lab. Code §§ 1194, 1197, and 1198)

Under Labor Code section 1197, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than the minimum so fixed is unlawful.”

In relevant part, section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so[.]

In relevant part, Labor Code section 1194 states:

- (a) Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.

Labor Code § 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

In conjunction, these provisions of the Labor Code require employers to pay employees no less than their agreed-upon or statutorily mandated wage rates for all hours worked, including hours spent working “off-the-clock” (before punching in or after punching out on a time clock) when the employer knew or reasonably should have known that employees were working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

The Sanson Employers required Andrade and the other Aggrieved Employees to work off-the-clock and without pay. The tasks the Sanson Employers required Andrade and the other Aggrieved Employees to work included setting up and re-stocking, taking trash out, and cleaning the floor. Also, the Sanson Employers were under-staffed. They required Andrade and the other Aggrieved Employees to complete more time-sensitive tasks in a workday than they could without working overtime hours, doubletime hours, or by working through meal periods and rest breaks. They also required Andrade and the other Aggrieved Employees to complete more time-sensitive tasks in a workday than they could without taking meal periods within the first five hours of work.

At all relevant times during the applicable limitations period, the Sanson Employers failed to compensate Andrade and all of the other Aggrieved Employees for all hours worked, including, but not limited to minimum and regular wages for all hours they worked at the correct rates of pay. Accordingly, Andrade now seeks civil penalties on behalf of herself and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code § 1194, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2));
2. \$100 for each underpaid aggrieved employee for each initial violation of Labor Code § 1197, and \$250 for each underpaid aggrieved employee for each subsequent violation per pay period (regardless of whether the initial violations were intentionally committed), in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203 (penalties set by Labor Code § 1197.1) and

3. \$100 for each aggrieved employee for each initial violation of Labor Code § 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code § 2699(f)(2)).

Failure to Provide Meal Periods
(Lab. Code §§ 226.7, 512, and 1198)

In relevant part, section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states, “The employment of any employee ... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Labor Code section 512 states:

An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

In relevant part, section 11 of the Wage Order states:

Meal Periods:

- (A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived

by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. . . .

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

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

At all relevant times, the Sanson Employers failed to provide Andrade and all of the other Aggrieved Employees with all timely meal periods. The Sanson Employers denied Andrade and all of the other Aggrieved Employees their 30-minute off-duty meal period within the first five hours of work. The Sanson Employers required Andrade and the other Aggrieved Employees to work through meal periods, though the Sanson Employers did not pay Andrade and the other Aggrieved Employees for the time or recorded the meal period as taking place within the first five hours of work when the meal period had taken place later. Furthermore, the Sanson Employers failed to pay

premium wages for days on which they failed to provide Andrade and all of the other Aggrieved Employees with timely meal periods. Accordingly, Andrade now seeks civil penalties for these Labor Code violations that the Sanson Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2));
2. \$50 for each aggrieved employee for each initial violation of Labor Code section 512, and \$100 for each aggrieved employee for each subsequent violation, per pay period in addition to an amount sufficient to recover underpaid wages (penalties set by Labor Code section 558); and
3. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Authorize and Permit Rest Periods
(Lab. Code §§ 226.7 & 1198)

Section 2(K) of the Wage Order states,

“Hours worked” means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

In relevant part, Labor Code section 1198 states,

The employment of any employee . . . under conditions of labor prohibited by the [Wage Order] is unlawful.

Section 12 of the Wage Order provides, in relevant part:

Rest Periods:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of

each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

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

In addition, Labor Code section 226.7 states:

- (b) An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health.
- (c) If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided.

The Sanson Employers failed to authorize and permit Andrade and all of the other Aggrieved Employees to take ten-minute, paid, duty-free rest breaks every four hours worked or major fraction thereof. The Sanson Employers did not seek an exemption from the rest period protections of the Wage Order from the California Division of Labor Standards Enforcement. The Sanson Employers required Andrade and the other

Aggrieved Employees to work through rest breaks. Moreover, the Sanson Employers failed to pay Andrade and all of the other Aggrieved Employees premium wages on workdays the Sanson Employers failed to provide Andrade and all of the other Aggrieved Employees with 10-minute rest periods every four hours worked or major fraction thereof. Accordingly, Andrade now seeks civil penalties for these Labor Code violations that the Sanson Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 226.7, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Failure to Reimburse for Expenses
(Lab. Code §§ 1198 and 2802)

In pertinent part, Labor Code § 2802(a) states, “An employer shall indemnify his or her employee[s] for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties.”

Additionally, the Wage Order states,

- (A) When uniforms are required by the employer to be worn by the employee as a condition of employment, such uniforms shall be provided and maintained by the employer.
...
- (B) When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.

Wage Order, § 9(B).

Labor Code Section 1198 prohibits an employer from employing any person under conditions that violate the Wage Order.

As described above, the Sanson Employers required Andrade and all of the other Aggrieved Employees to incur certain business expenses in the course of performing their duties. The Sanson Employers required Andrade and all of the other Aggrieved Employees to supply mobile phones to perform their job duties. However, the Sanson Employers did not provide these items and did not reimburse Andrade and the other Aggrieved Employees for these items. The Sanson Employers required Andrade and the other Aggrieved Employees to use their personal mobile phones to perform their job duties, though the Sanson Employers did not reimburse Andrade and the other Aggrieved Employees for such mobile phone use and did not provide an alternative to use of personal mobile phones to perform their job duties. The Sanson Employers required Andrade and the other Aggrieved Employees to install the 7 Hours application on their mobile phones for messaging with management and scheduling. Accordingly, Andrade seeks civil penalties for these Labor Code violations that the Sanson Employers have committed against her and all of the other Aggrieved Employees as follows:

1. \$100 for each aggrieved employee for each initial violation of Labor Code section 2802, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each aggrieved employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Unlawful Deductions
(Lab. Code § 221)

Under Labor Code § 221, “It shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” The Sanson Employers deducted wages from the wages earned by Andrade and all of the other Aggrieved Employees for in violation of Labor Code §

221. Accordingly, Andrade seeks civil penalties on behalf of herself and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code § 221, and \$200 for each aggrieved employee for each subsequent violation, or any willful or intentional violation of Labor Code § 221, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code § 225.5).

Failure to Provide Accurate Wage Statements
(Lab. Code § 226)

Labor Code section 226(a) requires an employer to provide an employee, either semi-monthly or at the time of each wage payment, with an accurate and itemized written wage statement that shows:

1. Gross wages earned;
2. Total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission;
3. The number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
4. All deductions, provided that all deductions made on written orders of the Employee may be aggregated and shown as one item;
5. Net wages earned;
6. The inclusive dates of the period for which the employee is paid;
7. The name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement;
8. The name and address of the legal entity that is the employer; and

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

At all relevant times during the applicable limitations period, the Sanson Employers violated Labor Code section 226 because they did not properly and accurately itemize each Aggrieved Employee's gross wages earned, net wages earned, the total hours worked, the corresponding number of hours worked at each rate by the Aggrieved Employee and other requirements of Labor Code section 226. The Sanson Employers failed to state in the wage statements they issued to Andrade and all of the other Aggrieved Employees all their hours worked and wages earned, including, but not limited to, regular wages for work they performed off-the-clock after clocking-out (as described above). The Sanson Employers knowingly and intentionally failed to state on the wage statements they issued to Andrade and all of the other Aggrieved Employees the earned but unpaid wages described above. The wage statements do not state all minimum wages earned, all regular wages earned, all meal period premium wages earned, all rest break premium wages earned, all unlawfully deducted wages, and other required information.

Accordingly, Andrade seeks civil penalties for the Labor Code violations that the Sanson Employers have committed against her and all of the other Aggrieved Employees as follows: \$250 for each aggrieved employee for each initial violation of Labor Code section 226(a), and \$1,000 for each aggrieved employee for each subsequent violation (penalties set by Labor Code section 226.3).

Failure to Timely Pay Wages During Employment
(Lab. Code § 204)

Labor Code section 204 states all wages (other than those mentioned in Labor Code sections 201 and 202) earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. In addition, all wages for work performed in excess of the normal work period must be paid by no later than the following regular payday.

The Sanson Employers failed to compensate Andrade and all of the other Aggrieved Employees for wages earned, including minimum wages, regular wages, unprovided meal period premium wages, unprovided rest break premium wages, deducted wages, and other compensation, at the intervals stated above. As a result, the Sanson Employers failed to timely pay all earned wages due during employment within the time periods set by Labor Code section 204. Accordingly, Andrade now seeks civil penalties for the Labor Code violations that the Sanson Employers have committed against her and all of the other Aggrieved Employees as follows: \$100 for each aggrieved employee for each initial violation of Labor Code section 204, and \$200 for each aggrieved employee for each subsequent violation, plus 25% of the amount unlawfully withheld from each aggrieved employee (penalties set by Labor Code section 210).

Failure to Timely Pay Wages Upon Termination of Employment
(Lab. Code §§ 201, 202, and 203)

Under Labor Code § 201, if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. Under § 202, if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. *Id.* The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of the notice of quitting. *Id.*

Under Labor Code § 203, if an employer willfully fails to pay without abatement or reduction, in accordance with §§ 201 and 202, the wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

The Sanson Employers failed to pay Andrade and all of the other Aggrieved Employees whose employment ended all of the earned but unpaid wages described above by the conclusion of their employment with Andrade, including minimum wages, regular wages, unprovided meal period premium wages, unprovided rest break premium wages, deducted wages, and other compensation. By failing to pay Andrade and all of the other

Aggrieved Employees as set forth above at the end of employment, the Sanson Employers are liable for violations of Labor Code §§ 201, 202, and 203. Accordingly, on behalf of herself and all of the other Aggrieved Employees, Andrade seeks civil penalties from the Sanson Employers as follows:

1. For violations of Labor Code § 201, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 201 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 201 occurred (penalties set by Labor Code § 2699(f)(2));
2. For violations of Labor Code § 202, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 202 occurred, and \$200 per aggrieved employee per pay period in which subsequent violations of § 202 occurred (penalties set by Labor Code § 2699(f)(2)); and
3. For violations of Labor Code § 203, \$100 per aggrieved employee for each of the pay periods in which initial violations of § 203 occurred, and \$200 for per aggrieved employee per pay period in which subsequent violations of § 203 occurred (penalties set by Labor Code § 2699(f)(2)).

Failure to Maintain Accurate Employment Records
(Lab. Code §§ 1174 & 1198)

Labor Code section 1174, which also pertains to recordkeeping, states:

Every person employing labor in this state shall:

...

- (c) Keep a record showing the names and addresses of all employees employed and the ages of all minors.
- (d) Keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with

rules established for this purpose by the commission, but in any case shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned.

Labor Code section 1174.5 states:

Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

Section 7 of Wage Order states,

(A) Every employer shall keep accurate information with respect to each employee including the following:

- (1) Full name, home address, occupation and social security number.
- (2) Birth date, if under 18 years, and designation as a minor.
- (3) Time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded. Meal periods during which operations cease and authorized rest periods need not be recorded.
- (4) Total wages paid each payroll period, including value of board, lodging, or other compensation actually furnished to the Employee.
- (5) Total hours worked in the payroll period and applicable rates of pay. This information shall be made readily available to the employee upon reasonable request.

- (6) When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. An accurate production record shall be maintained by the employer.

Labor Code section 1198 prohibits employers from employing their employees under conditions prohibited by the Wage Order.

The Sanson Employers failed to compensate Andrade and all of the other Aggrieved Employees for all hours worked at the correct rates of pay, including all minimum wages earned, all regular wages earned, all meal period premium wages earned, all rest break premium wages earned, all unlawfully deducted wages, and related compensation. As a result, the Sanson Employers have failed to accurately maintain all records required by section 1174 and the Wage Order, including but not limited to Andrade and all of the other Aggrieved Employees' total hours worked, total wages paid, and applicable hourly rates during each payroll period. Accordingly, Andrade seeks civil penalties on behalf of herself and all of the other Aggrieved Employees as follows:

1. \$500 for each aggrieved employee for each violation of Labor Code section 1174 (penalties set by Labor Code section 1174.5); and
2. \$100 for each aggrieved employee for each initial violation of Labor Code section 1198, and \$200 for each Aggrieved Employee for each subsequent violation, per pay period (penalties set by Labor Code section 2699(f)(2)).

Person Acting on Behalf of Employers who Violates Labor Code
(Labor Code § 558.1)

In relevant part, Labor Code section 558.1 states:

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

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

At all relevant times, Michael Shawn Sanson was an employer of Andrade and all of the other Aggrieved Employees, and/or “owner,” “managing agent,” and/or “officer” of the Sanson Employers and the other employers identified above. Michael Shawn Sanson directly or indirectly, or through an agent or other person, employed and exercised control over the wages, hours, and/or working conditions of the Aggrieved Employees, and caused the violations to the Labor Code and the Wage Order described above. On behalf of herself and all of the other Aggrieved Employees, Andrade seeks the same civil penalties against Michael Shawn Sanson on the same grounds for which she seeks civil penalties against the Sanson Employers.

Conclusion

As noted above, this letter constitutes the required notice under the Labor Code Private Attorneys General Act of 2004. Please be advised that Jordan Andrade will seek both reasonable attorneys’ fees and costs under Labor Code section 2699(g)(1) in a civil action should the LWDA decline to pursue this matter. This letter also serves as a formal notice under the catalyst theory and Code of Civil Procedure section 1021.5 to resolve this matter before litigation.

Sincerely,



David Spivak, Esq.

David@spivaklaw.com

cc: Ms. Jordan Andrade

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LWDA / The Sanson Employers

Re: Jordan Andrade

December 9, 2024

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