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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

GREGORY AUGUST, ANN JUNG,
MONTSEERAT ALON, MARTIN
KAZINSKI, MARIA WALZ-SMITH, and
MOHAMMAD MAHYARI, on behalf of the
State of California, as private attorneys
general,

Plaintiffs,

vs.

MERRITT HOSPITALITY, LLC, a limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. **CGC-25-627596**

REPRESENTATIVE ACTION
COMPLAINT FOR:

1. Civil Penalties Pursuant to Labor Code
§ 2699 for violations of Labor Code
§§ 201, 202, 203, 204, 210, 226(a), 226.7,
246, 510, 512, 558(a)(1)(2), 1194, 1197,
1197.1, 1198, 2802, California Code of
Regulations, Title 8, Section 11040,
Subdivision 5(A)-(B), and the applicable
Wage Order(s).

ELECTRONICALLY

FILED

Superior Court of California,
County of San Francisco

07/23/2025

Clerk of the Court

BY: DAEJA ROGERS

Deputy Clerk

1 Plaintiffs Gregory August, Ann Jung, Montserrat Alon, Martin Kazinski, Maria
2 Walz-Smith, and Mohammad Mahyari (“PLAINTIFFS”), on behalf of the people of the
3 State of California and as “aggrieved employees” acting as private attorneys general under
4 the Labor Code Private Attorney General Act of 2004, § 2699, (“PAGA”) only, allege on
5 information and belief, except for their own acts and knowledge which are based on
6 personal knowledge, the following:

7 **INTRODUCTION**

8 1. PLAINTIFFS bring this action against defendant Merritt Hospitality, LLC
9 (referred to as “DEFENDANT”) seeking only to recover PAGA civil penalties on behalf of all
10 current and former aggrieved employees that worked for DEFENDANT. PLAINTIFFS do **not**
11 **seek to recover anything other than penalties as permitted by California Labor Code §**
12 **2699**. To the extent that statutory violations are mentioned for wage violations, PLAINTIFFS
13 do not seek underlying general and/or special damages for those violations, but simply the civil
14 penalties permitted by California Labor Code § 2699.

15 2. California has enacted the PAGA which permits PLAINTIFFS to bring an action
16 for PAGA penalties *only*, which is the precise and sole nature of this action.

17 3. Accordingly, PLAINTIFFS seek to obtain all applicable relief for
18 DEFENDANT’s violations under PAGA and solely for the relief as permitted by PAGA – that
19 is, penalties and any other relief the Court deems proper pursuant to the PAGA. Nothing in this
20 complaint should be construed as attempting to obtain any relief that would not be available in
21 a PAGA-only action.

22 4. PLAINTIFFS are not suing in their individual capacity; they are proceeding
23 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
24 Nothing in this complaint should be construed as PLAINTIFFS suing in their individual
25 capacity.

26 **THE PARTIES**

27 5. Merritt Hospitality, LLC (“DEFENDANT”) is a limited liability company that at
28

1 all relevant times mentioned herein conducted and continues to conduct substantial business in
2 California.

3 6. DEFENDANT owns and operates a real estate investment company that invests
4 in hotels, resorts, and other hospitality properties in California.

5 7. Plaintiff August was employed by DEFENDANT in California from June of 1993
6 to January 17, 2025. Plaintiff August was at all times classified by DEFENDANT as a non-
7 exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
8 periods and payment of minimum and overtime wages due for all time worked.

9 8. Plaintiff Jung was employed by DEFENDANT in California from 1998 to January
10 10, 2025. Plaintiff Jung was at all times classified by DEFENDANT as a non-exempt employee,
11 paid on an hourly basis, and entitled to the legally required meal and rest periods and payment
12 of minimum and overtime wages due for all time worked.

13 9. Plaintiff Alon was employed by DEFENDANT in California from October 16,
14 1989 to January 10, 2025. Plaintiff Alon was at all times classified by DEFENDANT as a non-
15 exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
16 periods and payment of minimum and overtime wages due for all time worked.

17 10 Plaintiff Kazinski was employed by DEFENDANT in California from 1997 to
18 January 7, 2025. Plaintiff Kazinski was at all times classified by DEFENDANT as a non-exempt
19 employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and
20 payment of minimum and overtime wages due for all time worked.

21 11. Plaintiff Walz-Smith was employed by DEFENDANT in California from 1990
22 to January 10, 2025. Plaintiff Walz-Smith was at all times classified by DEFENDANT as a non-
23 exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
24 periods and payment of minimum and overtime wages due for all time worked.

25 12. Plaintiff Mahyari was employed by DEFENDANT in California from December
26 12, 1995 to January 10, 2025. Plaintiff Mahyari was at all times classified by DEFENDANT as
27 a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and
28

1 rest periods and payment of minimum and overtime wages due for all time worked.

2
3 13. PLAINTIFFS, and such persons that may be added from time to time who satisfy
4 the requirements and exhaust the administrative procedures under the Private Attorney General
5 Act, bring this Representative Action on behalf of the State of California with respect to all
6 individuals who are or previously were employed by DEFENDANT in California, including any
7 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees
8 (“AGGRIEVED EMPLOYEES”) during the time period of February 25, 2024 until a date as
9 determined by the Court (the "PAGA PERIOD").

10 14. PLAINTIFFS, on behalf of all AGGRIEVED EMPLOYEES presently or
11 formerly employed by DEFENDANT during the PAGA PERIOD, bring this representative
12 action pursuant to Labor Code § 2699 seeking fixed civil penalties for DEFENDANT’s
13 violation of California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512,
14 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8,
15 Section 11040, Subdivision 5(A)-(B), and the applicable Wage Order(s). Based upon the
16 foregoing, PLAINTIFFS and all AGGRIEVED EMPLOYEES are aggrieved employees
17 within the meaning of Labor Code § 2699.

18 15. The true names and capacities, whether individual, corporate, subsidiary,
19 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
20 presently unknown to PLAINTIFFS who therefore sue these Defendants by such fictitious
21 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFFS will seek leave to amend this
22 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
23 they are ascertained. PLAINTIFFS are informed and believe, and based upon that
24 information and belief allege, that the Defendants named in this Complaint, including DOES
25 1 through 50, inclusive, are responsible in some manner for one or more of the events and
26 happenings that proximately caused the injuries and damages hereinafter alleged.

27 16. The agents, servants and/or employees of the Defendants and each of them
28 acting on behalf of the Defendants acted within the course and scope of his, her or its

1 authority as the agent, servant and/or employee of the Defendants, and personally
2 participated in the conduct alleged herein on behalf of the Defendants with respect to the
3 conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to
4 the other Defendants and all Defendants are jointly and severally liable to PLAINTIFFS and
5 all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the
6 conduct of the Defendants' agents, servants and/or employees.

7 8 **THE CONDUCT**

9 17. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT
10 was required to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for all their time
11 worked, meaning the time during which an employee is subject to the control of an
12 employer, including all the time the employee is suffered or permitted to work.
13 DEFENDANT requires PLAINTIFFS and the AGGRIEVED EMPLOYEES to work
14 without paying them for all the time they are under DEFENDANT's control. Among other
15 things, DEFENDANT required PLAINTIFFS to work while clocked out during what was
16 supposed to be PLAINTIFFS' off-duty meal break. PLAINTIFFS were from time to time
17 interrupted by work assignments while clocked out for what should have been
18 PLAINTIFFS' off-duty meal break. DEFENDANT, as a matter of established company
19 policy and procedure, administers a uniform practice of rounding the actual time worked and
20 recorded by PLAINTIFFS and the AGGRIEVED EMPLOYEES, always to the benefit of
21 DEFENDANT, so that during the course of their employment, PLAINTIFFS and the
22 AGGRIEVED EMPLOYEES were paid less than they would have been paid had they been
23 paid for actual recorded time rather than "rounded" time. As a result, PLAINTIFFS and the
24 AGGRIEVED EMPLOYEES forfeit minimum wage, overtime wage compensation, and off-
25 duty meal breaks by working without their time being correctly recorded and without
26 compensation at the applicable rates. DEFENDANT's policy and practice not to pay
27 PLAINTIFFS and the AGGRIEVED EMPLOYEES for all time worked, is evidenced by
28 DEFENDANT's business records.

1 18. State law provides that employees must be paid overtime and meal and rest
2 break premiums at one-and-one-half times their “regular rate of pay.” PLAINTIFFS and the
3 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
4 tied to specific elements of an employee’s performance.

5 19. The second component of PLAINTIFFS’ and the AGGRIEVED
6 EMPLOYEES’ compensation is DEFENDANT’s non-discretionary incentive program that
7 paid PLAINTIFFS and the AGGRIEVED EMPLOYEES incentive wages based on their
8 performance for DEFENDANT. The non-discretionary incentive program provided all
9 employees paid on an hourly basis with incentive compensation when the employees met the
10 various performance goals set by DEFENDANT. However, when calculating the regular
11 rate of pay in order to pay overtime and meal and rest break premiums to PLAINTIFFS and
12 the AGGRIEVED EMPLOYEES, DEFENDANT failed to include the incentive
13 compensation as part of the employees’ “regular rate of pay” for purposes of calculating
14 overtime pay and meal and rest break premium pay. Management and supervisors described
15 the incentive program to potential and new employees as part of the compensation package.
16 As a matter of law, the incentive compensation received by PLAINTIFFS and the
17 AGGRIEVED EMPLOYEES must be included in the “regular rate of pay.” The failure to
18 do so has resulted in a underpayment of overtime compensation and meal and rest break
19 premiums to PLAINTIFFS and the AGGRIEVED EMPLOYEES by DEFENDANT.

20 20. As a result of their rigorous work schedules, PLAINTIFFS and the
21 AGGRIEVED EMPLOYEES were from time to time unable to take thirty (30) minute off
22 duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFFS
23 and the AGGRIEVED EMPLOYEES were required from time to time to perform work as
24 ordered by DEFENDANT for more than five (5) hours during some shifts without receiving
25 a meal break. Further, DEFENDANT from time to time failed to provide PLAINTIFFS and
26 AGGRIEVED EMPLOYEES with a second off-duty meal period for some workdays in
27 which these employees were required by DEFENDANT to work ten (10) hours of work.
28 DEFENDANT also engaged in the practice of rounding the meal period times to avoid

1 paying penalties to PLAINTIFFS and the AGGRIEVED EMPLOYEES. PLAINTIFFS and
2 the AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional
3 compensation and in accordance with DEFENDANT's corporate policy and practice.

4 21. During the PAGA PERIOD, PLAINTIFFS and the AGGRIEVED
5 EMPLOYEES were also required from time to time to work in excess of four (4) hours
6 without being provided ten (10) minute rest periods. Further, these employees were denied
7 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2)
8 to four (4) hours from time to time, a first and second rest period of at least ten (10) minutes
9 for some shifts worked of between six (6) and eight (8) hours from time to time, and a first,
10 second and third rest period of at least ten (10) minutes for some shifts worked of ten (10)
11 hours or more from time to time. PLAINTIFFS and the AGGRIEVED EMPLOYEES were
12 also not provided with one hour wages in lieu thereof. Additionally, the applicable
13 California Wage Order requires employers to provide employees with off-duty rest periods,
14 which the California Supreme Court defined as time during which an employee is relieved
15 from all work related duties and free from employer control. In so doing, the Court held that
16 the requirement under California law that employers authorize and permit all employees to
17 take rest period means that employers must relieve employees of all duties and relinquish
18 control over how employees spend their time which includes control over the locations
19 where employees may take their rest period. Employers cannot impose controls that prohibit
20 an employee from taking a brief walk - five minutes out, five minutes back. Here,
21 DEFENDANT's policy restricted PLAINTIFFS and the AGGRIEVED EMPLOYEES from
22 unconstrained walks and is unlawful based on DEFENDANT's rule which states
23 PLAINTIFFS and the AGGRIEVED EMPLOYEES cannot leave the work premises during
24 their rest period.

25 22. During the PAGA PERIOD, DEFENDANT failed to accurately record and
26 pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for the actual amount of time these
27 employees worked. Pursuant to the Industrial Welfare Commission Wage Orders,
28 DEFENDANT was required to pay PLAINTIFFS and the AGGRIEVED EMPLOYEES for

1 all time worked, meaning the time during which an employee was subject to the control of
2 an employer, including all the time the employee was permitted or suffered to permit this
3 work. DEFENDANT required these employees to work off the clock without paying them
4 for all the time they were under DEFENDANT's control. As such, DEFENDANT knew or
5 should have known that PLAINTIFFS and the AGGRIEVED EMPLOYEES were under
6 compensated for all time worked. As a result, PLAINTIFFS and the AGGRIEVED
7 EMPLOYEES forfeited time worked by working without their time being accurately
8 recorded and without compensation at the applicable minimum wage and overtime wage
9 rates. To the extent that the time worked off the clock does not qualify for overtime
10 premium payment, DEFENDANT failed to pay minimum wages for the time worked off-
11 the-clock in violation of Cal. Lab. Code §§ 1194, 1197, and 1197.1.

12 23. From time to time, DEFENDANT also failed to provide PLAINTIFFS and the
13 AGGRIEVED EMPLOYEES with complete and accurate wage statements which failed to
14 show, among other things, the correct gross and net wages earned. Cal. Lab. Code § 226
15 provides that every employer shall furnish each of his or her employees with an accurate
16 itemized wage statement in writing showing, among other things, gross wages earned and all
17 applicable hourly rates in effect during the pay period and the corresponding amount of time
18 worked at each hourly rate. PLAINTIFFS and the AGGRIEVED EMPLOYEES were paid
19 on an hourly basis. As such, the wage statements should reflect all applicable hourly rates
20 during the pay period and the total hours worked, and the applicable pay period in which the
21 wages were earned pursuant to California Labor Code Section 226(a). The wage statements
22 DEFENDANT provided to PLAINTIFFS and the AGGRIEVED EMPLOYEES failed to
23 identify such information. More specifically, the wage statements failed to identify the
24 accurate total hours worked each pay period. When the hours shown on the wage statements
25 were added up, they did not equal the actual total hours worked during the pay period in
26 violation of Cal. Lab. Code 226(a)(2). Aside, from the violations listed above in this
27 paragraph, DEFENDANT failed to issue to PLAINTIFFS an itemized wage statement that
28 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from

1 time to time provided PLAINTIFFS and the AGGRIEVED EMPLOYEES with wage
2 statements which violated Cal. Lab. Code § 226.

3 24. Cal. Lab. Code § 204(d) provides, the requirements of this section shall be
4 deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if
5 the wages are paid not more than seven (7) calendar days following the close of the payroll
6 period. Cal. Lab. Code § 210 provides:

7 in [I]n addition to, and entirely independent and apart from, any other penalty provided
8 this article, every person who fails to pay the wages of each employee as provided in
9 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
10 violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
each subsequent violation, or any willful or intentional violation, two hundred dollars
(\$200) for each failure to pay each employee, plus 25 percent of the amount
unlawfully withheld.

11 25. DEFENDANT from time to time failed to pay PLAINTIFFS and the
12 AGGRIEVED EMPLOYEES within seven (7) days of the close of the payroll period in
13 accordance with Cal. Lab. Code § 204(d), including but not limited to the “Hourly” regular
14 wage payments.

15 26. DEFENDANT underpaid sick pay wages to PLAINTIFFS and the
16 AGGRIEVED EMPLOYEES by failing to pay such wages at the regular rate of pay in
17 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFFS and other non-exempt
18 employees earn non-discretionary remuneration, including, but not limited to, incentives,
19 shift differential pay, and bonuses. Rather than pay sick pay at the regular rate of pay,
20 DEFENDANT underpays sick pay to PLAINTIFFS and the AGGRIEVED EMPLOYEES at
21 their base rates of pay.

22 27. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
23 employees be calculated by dividing the employee’s total wages, not including overtime
24 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90
25 days of employment.

26 28. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
27 at the regular rate of pay. PLAINTIFFS and the AGGRIEVED EMPLOYEES routinely
28 earned non-discretionary incentive wages which increased their regular rate of pay.

1 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFFS and
2 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
3 required under Cal. Lab. Code Section 246.

4 29. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFFS
5 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
6 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFFS are informed and
7 believe and based thereon allege that such failure to pay sick pay at regular rate was willful,
8 such that the AGGRIEVED EMPLOYEES whose employment has separated are entitled to
9 waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

10 30. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
11 PLAINTIFFS and the AGGRIEVED EMPLOYEES for required business expenses incurred
12 by the PLAINTIFFS and the AGGRIEVED EMPLOYEES in direct consequence of
13 discharging their duties on behalf of DEFENDANT. Under California Labor Code Section
14 2802, employers are required to indemnify employees for all expenses incurred in the course
15 and scope of their employment. Cal. Lab. Code § 2802 expressly states that "an employer
16 shall indemnify his or her employee for all necessary expenditures or losses incurred by the
17 employee in direct consequence of the discharge of his or her duties, or of his or her
18 obedience to the directions of the employer, even though unlawful, unless the employee, at
19 the time of obeying the directions, believed them to be unlawful."

20 31. In the course of their employment PLAINTIFFS and the AGGRIEVED
21 EMPLOYEES as a business expense, were required by DEFENDANT to use their own
22 personal cellular phones as a result of and in furtherance of their job duties as employees for
23 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
24 associated with the use of their personal cellular phones for DEFENDANT's benefit.
25 Specifically, PLAINTIFFS and the AGGRIEVED EMPLOYEES were required by
26 DEFENDANT to use their personal cellular phones. As a result, in the course of their
27 employment with DEFENDANT, PLAINTIFFS and the AGGRIEVED EMPLOYEES
28 incurred unreimbursed business expenses which included, but were not limited to, costs

1 related to the use of their personal cellular phones all on behalf of and for the benefit of
2 DEFENDANT.

3 32. The employment of PLAINTIFFS and some AGGRIEVED EMPLOYEES has
4 terminated and DEFENDANT has not tendered payment of all wages owed as required by
5 law in violation of the California Labor Code, Sections 201, 202, 203.

6
7 **JURISDICTION AND VENUE**

8 33. This Court has jurisdiction over this Action pursuant to California Code of
9 Civil Procedure, Section 410.10.

10 34. Venue is proper in this Court pursuant to California Code of Civil Procedure,
11 Sections 395 and 395.5, because PLAINTIFFS worked in this County for DEFENDANT
12 and DEFENDANT (i) currently maintains and at all relevant times maintained offices and
13 facilities in this County and/or conducts substantial business in this County, and (ii)
14 committed the wrongful conduct herein alleged in this County against PLAINTIFFS and
15 other AGGRIEVED EMPLOYEES.

16
17 **FIRST CAUSE OF ACTION**

18 **For Violation of the Private Attorneys General Act**

19 **[Cal. Lab. Code §§ 2698]**

20 **(By PLAINTIFFS and Against All Defendants)**

21 35. PLAINTIFFS reallege and incorporate by this reference, as though fully set
22 forth herein, the prior paragraphs of this Complaint.

23 36. PAGA is a mechanism by which the State of California itself can enforce state
24 labor laws through the employee suing under the PAGA who do so as the proxy or agent of
25 the state's labor law enforcement agencies. An action to recover civil penalties under
26 PAGA is fundamentally a law enforcement action designed to protect the public and not to
27 benefit private parties. The purpose of the PAGA is not to recover damages or restitution,
28 but to create a means of "deputizing" citizens as private attorneys general to enforce the

1 Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the
2 public interest to allow aggrieved employees, acting as private attorneys general to recover
3 civil penalties for Labor Code violations ..." Stats. 2003, ch. 906, § 1. Accordingly, PAGA
4 claims cannot be subject to arbitration.

5 37. PLAINTIFFS, and such persons that may be added from time to time who
6 satisfy the requirements and exhaust the administrative procedures under the Private
7 Attorney General Act, bring this Representative Action on behalf of the State of California
8 with respect to all individuals who are or previously were employed by DEFENDANT in
9 California, including any employees staffed with DEFENDANT by a third party, and
10 classified as non-exempt employees ("AGGRIEVED EMPLOYEES") during the time
11 period of February 25, 2024 until a date as determined by the Court (the "PAGA PERIOD").

12 38. On February 25, 2025, PLAINTIFFS gave written notice by electronic mail to
13 the Labor and Workforce Development Agency (the "Agency") and by certified mail to the
14 employer of the specific provisions of this code alleged to have been violated as required by
15 Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference
16 herein (*PAGA Notice only without draft complaint*). On May 12, 2025, PLAINTIFFS gave
17 amended written notice by electronic mail to the Labor and Workforce Development Agency
18 (the "Agency") and by certified mail to the employer of the specific provisions of this code
19 alleged to have been violated as required by Labor Code § 2699.3. See Exhibit #2, attached
20 hereto and incorporated by this reference herein. The statutory waiting period for
21 PLAINTIFFS to add these allegations to the Complaint has expired. As a result, pursuant to
22 Section 2699.3, PLAINTIFFS may now commence a representative civil action under
23 PAGA pursuant to Section 2699 as the proxies of the State of California with respect to all
24 AGGRIEVED EMPLOYEES as herein defined.

25 39. The policies, acts and practices heretofore described were and are an unlawful
26 business act or practice because DEFENDANT (a) failed to provide PLAINTIFFS and the
27 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
28 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,

1 (d) failed to pay overtime wages and sick pay wages, (e) failed to reimburse employees for
2 required expenses, and (f) failed to provide wages when due, all in violation of the
3 applicable Labor Code sections listed in Labor Code §§ 201, 202, 203, 204, 210, 226(a),
4 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of
5 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the applicable Wage
6 Order(s), and thereby gives rise to civil penalties as a result of such conduct.¹ PLAINTIFFS
7 hereby seek recovery of only civil penalties as prescribed by the Labor Code Private
8 Attorney General Act of 2004 as the representatives of the State of California for the illegal
9 conduct perpetrated on PLAINTIFFS and the AGGRIEVED EMPLOYEES.

10
11 **PRAYER FOR RELIEF**

12 WHEREFORE, PLAINTIFFS pray for judgment against each Defendant, jointly and
13 severally, as follows:

14 1. On behalf of the State of California and with respect to all AGGRIEVED
15 EMPLOYEES:

16 A) Recovery of civil penalties as prescribed by the Labor Code Private
17 Attorneys General Act of 2004; and,

18 B) An award of attorneys' fees and cost of suit, as allowable under the
19 law, including, but not limited to, pursuant to Labor Code §2699.

20 Dated: July 23, 2025 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
21

22 By: /s/ Nicholas De Blouw
23 Norman B. Blumenthal
24 Kyle R. Nordrehaug
25 Nicholas J. De Blouw
26 *Attorneys for Plaintiffs*

27 _____
28 ¹Plaintiffs specifically exclude and/or do not allege any claims under California Labor
Code §558(a)(3).

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EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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WRITERS EXT:

1004

February 25, 2025

CA3647

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**Merritt Hospitality, LLC
Certified Mail #9589071052701755844878
CSC - LAWYERS INCORPORATING
SERVICE
BECKY DEGEORGE
2710 GATEWAY OAKS DRIVE, Suite
150N
SACRAMENTO, CA 95833**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

“Aggrieved Employees” refers to all individuals who are or previously were employed by Merritt Hospitality, LLC in California, including any employees staffed with Merritt Hospitality, LLC a third party, and classified as non-exempt employees during the time period of February 25, 2024 until a date as determined by the Court. Our offices represent Plaintiffs Gregory August, Ann Jung, Montserrat Alon, Mohammad Mahyari, Maria Walz-Smith, and Martin Kazinski (“Plaintiffs”) and other Aggrieved Employees in a lawsuit against Merritt Hospitality, LLC (“Defendant”). Plaintiff August was employed by Defendant as a waiter at 433 Clay St., San Francisco, CA 94111 from June of 1993 to January 17, 2025. Plaintiff Jung was employed by Defendant as a banquet server at 433 Clay St., San Francisco, CA 94111 from 1998 to January 10, 2025. Plaintiff Alon was employed by Defendant as a banquet server at 433 Clay St., San Francisco, CA 94111 from October 16, 1989 to January 10, 2025. Plaintiff Mahyari was employed by Defendant as a banquet captain at 433 Clay St., San Francisco, CA 94111 from 1990 to January 10, 2025. Plaintiff Walz-Smith was employed by Defendant as a bartender at 433 Clay St., San Francisco, CA 94111 October 16, 1989 to January 10, 2025. Plaintiff Kazinski was employed by Defendant as a banquet server at 433 Clay St., San Francisco, CA 94111 from 1997 to January 7, 2025. Plaintiffs were at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however,

unlawfully failed to record and pay Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock. Moreover, when Defendant required Plaintiffs and Aggrieved Employees to report for work, but “furnished less than half said employee’s usual or scheduled day’s work,” Defendant violated Cal. Code Regs., tit. 8 § 11040, subd. 5(A) by failing to pay Plaintiff and Aggrieved Employees for at least two (2) hours’ worth of work at their regular rate of pay. In addition, when Defendant required Plaintiffs and Aggrieved Employees to respond to and engage in additional work, this resulted in a second reporting for work in a single workday, and Defendant failed to pay these employees reporting time pay as required by Cal. Code Regs., tit. 8, § 11040, subd. 5(B). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiffs and other Aggrieved Employees with their wages. Plaintiffs further contend that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFFS and the AGGRIEVED EMPLOYEES were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the total hours worked, and the applicable pay period in which the wages were earned pursuant to California Labor Code Section 226(a). The wage statements Defendant provided to PLAINTIFFS and the AGGRIEVED EMPLOYEES failed to identify such information. More specifically, the wage statements failed to identify the accurate total hours worked each pay period in violation of Cal. Lab. Code Section 226(a)(2). Additionally, Plaintiffs contend that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiffs began and ended each shift and meal period. Plaintiffs and other Aggrieved Employees perform tasks that reasonably permit sitting, and a seat would not interfere with their performance of any of their tasks that may require them to stand. Defendant failed to provide Plaintiffs and other Aggrieved Employees with suitable seats. Said conduct, in addition to the foregoing, as well as the conduct alleged in the incorporated Complaint, violates Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

A true and correct copy of the Complaint by Plaintiffs against Defendant, which (i) identifies the alleged violations, (ii) details the facts and theories which support the alleged violations, (iii) details the specific work performed by Plaintiffs, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiffs, and (iv) sets forth the illegal practices used by Defendant, is attached hereto. This information provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency’s reference. Plaintiffs therefore incorporate the allegations of the attached Complaint into this letter as if fully set forth herein. If the agency needs any further information, please do not hesitate to ask.

This notice is provided to enable Plaintiffs to proceed with the Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit consists of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims as alleged in the Complaint, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiffs and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions of concerns, please do not hesitate to contact me at the above number and address.

Respectfully,

/s/ Nicholas J. De Blouw

Nicholas J. De Blouw, Esq.

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EXHIBIT 2

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

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nick@bamlawca.com

WRITERS EXT:
1009

May 12, 2025
CA3647

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Merritt Hospitality, LLC
Certified Mail #9589071052703176334174
CSC - LAWYERS INCORPORATING
SERVICE
KOY SAECHAO
2710 GATEWAY OAKS DRIVE, Suite
150N
SACRAMENTO, CA 95833

Re: AMENDED NOTICE FOR LWDA CASE NO. LWDA-CM-1082306-25

Amended Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of Applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

Plaintiffs' original PAGA Notice was sent to Defendant and the LWDA on February 25, 2025. On April 1, 2025, the LWDA sent Plaintiffs' counsel a letter directing the submission of an Amended PAGA Notice setting forth specific violations personally suffered by Plaintiffs and describing the particular facts and theories supporting the specific violations alleged. Accordingly, this letter serves as Amended written notice under California Labor Code Section 2699.3 on behalf of Gregory August, Ann Jung, Montserrat Alon, Mohammad Mahyari, Maria Walz-Smith, and Martin Kazinski ("Plaintiffs") and all other Aggrieved Employees of Merritt Hospitality, LLC ("Defendant").

"Aggrieved Employees" refers to all individuals who are or previously were employed by Merritt Hospitality, LLC in California, including any employees staffed with Merritt Hospitality, LLC by a third party, and classified as non-exempt employees during the time period of February 25, 2024 until a date as determined by the Court ("PAGA Period"). Our offices represent Plaintiffs and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff August was employed by Defendant from June of 1993 to January 17, 2025. Plaintiff Jung was employed by Defendant from 1998 to January 10, 2025. Plaintiff

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Alon was employed by Defendant from October 16, 1989 to January 10, 2025. Plaintiff Mahyari was employed by Defendant from 1990 to January 10, 2025. Plaintiff Walz-Smith was employed by Defendant from October 16, 1989 to January 10, 2025. Plaintiff Kazinski was employed by Defendant from 1997 to January 7, 2025. Plaintiffs were at all times classified by Defendant as a non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest periods and payment of minimum and overtime wages due for all time worked. Defendant, however, unlawfully failed to record and pay Plaintiffs and other Aggrieved Employees for, including but not limited to, all of their time worked, including minimum and overtime wages and sick pay wages at the correct rate, for all of their missed meal and rest breaks at the correct regular rates, and for all of their time spent working off the clock as described further below.

Specifically, Plaintiff August was employed by Defendant as a waiter at 433 Clay St., San Francisco, CA 94111. Plaintiff Jung was employed by Defendant as a banquet server at 433 Clay St., San Francisco, CA 94111. Plaintiff Alon was employed by Defendant as a banquet server at 433 Clay St., San Francisco, CA 94111. Plaintiff Mahyari was employed by Defendant as a banquet captain at 433 Clay St., San Francisco, CA 94111. Plaintiff Walz-Smith was employed by Defendant as a bartender at 433 Clay St., San Francisco, CA 94111. Plaintiff Kazinski was employed by Defendant as a banquet server at 433 Clay St., San Francisco, CA 94111. Defendant's hotel where Plaintiffs worked at was called The Jay. Plaintiffs all provided banquet services for defendant which included, but was not limited to, preparing, serving and cleaning up in the dining room at The Jay hotel. Their job duties consisted of prepping for the current banquet service, setting up tables with tablecloths, napkins, and silverware, checking the schedule of other employees to see who would arrive, caring for guests during those banquet services by getting/serving refreshments and food, checking with the kitchen to get anything needed, tallying up the consumption of food, drinks, and alcohol, and taking everything down/putting everything up once the banquet was over. Each banquet would have four to thirty tables with ten people per table. Plaintiffs worked one to four banquets per week.

As a result of the time consuming work of Plaintiffs and other Aggrieved Employees, Plaintiffs and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant. For example, Plaintiffs were regularly unable to take rest breaks and took many of his meal breaks late, after the 5th hour of work as a result of their strenuous tasks Plaintiffs had to complete prior to, during, and after a banquet service in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Further, Plaintiffs were never encouraged to take meal or rest breaks by their Director of Banquets, Ana Kutle, and their General Manager, Michael Mussara. While some of Plaintiffs' wage statements show that meal break premiums were paid to Plaintiffs for some meal break violations, Defendant did not come close to compensating Plaintiffs for every meal break violation that occurred. Plaintiffs were rarely able to take rest breaks and their meal breaks were late, missed or interrupted multiple times every week. Moreover, because the reasons for not being able to

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take compliant breaks was generally the same for meal breaks and rest breaks (eg. extremely busy, under-staffed), it is illogical that no rest break violations occurred. Only Plaintiff Mahyari received rest break payment during the PAGA period. Plaintiffs, however, did not receive any rest break premium payments despite regularly being unable to take compliant rest breaks. Attached as **Exhibit #1** are true and correct copies of Plaintiff Alon's wage statements for pay periods from December 15, 2024 to December 24, 2024 showing no rest break premiums paid and no meal break premiums paid by Defendant when Plaintiff regularly did not receive compliant meal and rest breaks during that time.

Further, as a result of their strenuous tasks Plaintiffs had to complete prior to, during, and after a banquet service, there were also times when Plaintiffs, while clocked out for a meal break, were forced to return to their job duties which resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197 & 1198. Moreover, it was not uncommon for Plaintiffs to perform work prior to clocking in and after clocking out. Plaintiff Mahyari was called multiple times by Mr. Mussara while off the clock to determine the schedule for the next week or to help order items. Further, Plaintiffs would work prior to clocking in as Plaintiffs were not allowed to take their uniform home and had to put their uniforms on prior to clocking in for work. Also, Plaintiff performed work off the clock pre-shift as they would set up for a banquet (sometimes this involved setting up tables and chairs) and would work after clocking out by continuing to take down, clean up, and put various items up after the banquet. These actions resulted in unpaid off the clock work. Further, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages, including the meal and rest break penalties described above.

Additionally, Plaintiffs and the Aggrieved Employees were paid on an hourly basis. As such, the wage statements should reflect all applicable hourly rates during the pay period and the proper regular and overtime wages earned. Often, this did not occur. Plaintiffs therefore contend that Defendant failed to provide accurate wage statements to them, and other Aggrieved Employees, in violation of California Labor Code section 226(a), such as not including all non-discretionary incentive wages into the regular rate for purposes of calculating Plaintiffs' correct overtime and meal break penalty rate during certain pay periods. For example, Plaintiff Alon earned non-discretionary shift differential pay in December of 2024 identified on her wage statement as "SHIFT DIFF" in the same pay period where she also worked overtime and received meal break penalty payment. During this pay period, however, Plaintiff Alon was underpaid overtime and meal break penalties because her regular rate, for purposes of determining her correct overtime and meal break penalty rate, did not include this shift differential pay as required by law. This failure to include all non-discretionary incentive wages into Plaintiff Alon's regular rate, also was a violation of Cal. Lab code section 226.7, 510 & 512. Attached as **Exhibit #2** is a true and correct copy of Plaintiff Alon's wage statement for the time period December 1, 2024 to December 14, 2024. Further, Defendant violated Cal. Lab. Code Section 226(a)(2) by

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failing to list the hours and rate of the “Retro” payment of wages and only listed a total amount. Attached hereto as **Exhibit #3**, is a true and correct copy of Plaintiff Walz-Smith’s pay stub reflecting this violation. Defendant also failed to include other non-discretionary performance based incentives, including but not limited to, “Banq Svc Chrg,” into Plaintiff’s regular rate and underpaid break premium pay and overtime pay. Attached hereto as **Exhibit #4** is a true and correct copy of Plaintiff Kazinski’s pay stub reflecting this violation. Exhibit #4 also reveals Defendant’s violation of Cal. Labor Code Section 226(a)(8) in that Defendant failed to list the correct name of the legal entity that employed Plaintiffs. The pay stub only states “The Jay” and not the correct legal entity which was the employer - Merritt Hospitality, LLC.

Plaintiffs were also not reimbursed for business related expenses that they incurred as a result of their job duties for Defendant in violation of Cal. Lab. Code Section 2802. For example, there were many instances where Plaintiffs used their cell phones to communicate via text and phone calls with their supervisor asking them to get more equipment or get something from a different building that was missing at the banquet. Plaintiffs would also use their personal cell phones to notify the kitchen that food needs to come out and to contact other team workers. This would occur during each banquet service. Yet, Plaintiffs were not reimbursed for the reasonable expenses they incurred on their cell phone. This also led to additional unpaid off the clock work. Further, Plaintiffs were required to wear a uniform consisting of pants, shirt, jacket, tie/bowtie, and dress shoes. Those dress shoes were paid for by Plaintiffs themselves.

Defendant also failed to comply with California’s paid sick leave laws (Cal. Lab. Code Section 246) with respect to Plaintiffs and other Aggrieved Employees in violation of California Labor Code Section 246. Due to Defendants’ policy and practice of excluding some forms of non-discretionary wages, including, but not limited to the shift differential wages, incentives, and banquet service charges from the regular rate of pay, Plaintiffs believe and allege that Defendant underpaid sick pay at only Plaintiffs’ and Aggrieved Employees’ base hourly rate instead of regular rate of pay.

Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiffs and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiffs and other Aggrieved Employees that stemmed from the non-payment of wages and premiums owed based on the allegations above. Said conduct, in addition to the foregoing, violates Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s), and is therefore actionable under California Labor Code section 2699.3.

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This notice is provided to enable Plaintiffs to proceed with a Complaint against Defendant as authorized by California Labor Code section 2699, *et seq.* The lawsuit will consist of other Aggrieved Employees. As counsel, our intention is to vigorously prosecute the claims, and to procure civil penalties as provided by the Private Attorney General Statute of 2004 on behalf of Plaintiff and all Aggrieved Employees.

If you have any questions of concerns, please do not hesitate to contact me at the above number and email address.

Respectfully,

/s/ Nicholas De Blouw

Nicholas De Blouw, Esq.

EXHIBIT #1



The Jay 433 Clay St. San Francisco, CA 94111 +1 (415) 2962911

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Montserrat Alon	The Jay	10004598	12/15/2024	12/28/2024	01/03/2025	

	Hours Worked	Gross Pay	Pre Tax Deductions	Employee Taxes	Post Tax Deductions	Net Pay
Current	5.98	463.80	0.00	41.06	0.00	422.74
YTD	5.98	463.80	0.00	41.06	0.00	422.74

Earnings							Employee Taxes		
Description	Dates	Hours	Rate	Amount	YTD Hours	YTD Amount	Description	Amount	YTD
BANQ SVC CHRG	12/15/2024 - 12/21/2024	0	0	352.08	0	352.08	OASDI/Social Security	28.76	28.76
Regular Hours	12/15/2024 - 12/21/2024	5.983334	18.67	111.72	5.983334	111.72	Medicare	6.73	6.73
Earnings				463.80		463.80	CA SDI - CASDI	5.57	5.57
							Employee Taxes	41.06	41.06

Taxable Wages		
Description	Amount	YTD
OASDI - Taxable Wages	463.80	463.80
Medicare - Taxable Wages	463.80	463.80
Federal Withholding - Taxable Wages	463.80	463.80
State Tax Taxable Wages - CA	463.80	463.80

	Federal	State	Absence Plans			
Marital Status	Single or Married filing separately	Single or Married (with two or more incomes)	Description	Accrued	Reduced	Available
Allowances	0	0	PTO (LSF Sun-Sat Biweekly Odd) Time	0.230358	0	75.300175
Additional Withholding	0	0	PTO Tip (LSF) Time Off Plan	0.460717	0	2.66035

Payment Information				
Bank	Account Name	Account Number	USD Amount	Amount
				422.74 USD

MHL-MA-000065

EXHIBIT NO. 2



The Jay 433 Clay St. San Francisco, CA 94111 +1 (415) 2962911

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Montserrat Alon	The Jay	10004598	12/01/2024	12/14/2024	12/20/2024	

	Hours Worked	Gross Pay	Pre Tax Deductions	Employee Taxes	Post Tax Deductions	Net Pay
Current	5.02	330.70	0.00	28.95	0.00	301.75
YTD	145.32	17,031.55	0.00	4,209.84	0.00	12,821.71

Earnings							Employee Taxes		
Description	Dates	Hours	Rate	Amount	YTD Hours	YTD Amount	Description	Amount	YTD
BANQ SVC CHRG	12/01/2024 - 12/07/2024	0	0	234.00	0	13,442.75	OASDI/Social Security	20.51	1,055.96
BANQ SVC CHRG			0		0	597.55	Medicare	4.80	246.96
MEAL BRK PEN			0		0	150.86	Federal Withholding	0.00	2,023.65
Overtime			0		0.25	10.42	State Tax - CA	0.00	695.92
PAID MEAL BRK			0		0.5	9.34	CA SDI - CASDI	3.64	187.35
Regular Hours			0		116.5	2,277.29			
Regular Hours	12/01/2024 - 12/07/2024	5.016667	18.67	93.67	14.700001	274.46			
SHIFT DIFF	12/01/2024 - 12/07/2024	2.016667	1.5	3.03	8.033334	9.97			
Regular Hours			0		13.866667	258.91			
Earnings				330.70		17,031.55	Employee Taxes	28.95	4,209.84

Taxable Wages		
Description	Amount	YTD
OASDI - Taxable Wages	330.70	17,031.55
Medicare - Taxable Wages	330.70	17,031.55
Federal Withholding - Taxable Wages	330.70	17,031.55
State Tax Taxable Wages - CA	330.70	17,031.55

	Federal	State	Absence Plans		
Marital Status	Single or Married filing separately	Single or Married (with two or more incomes)	Description	Accrued	Reduced Available
Allowances	0	0	PTO (LSF Sun-Sat Biweekly Odd) Time	0.193142	0 75.069817
Additional Withholding	0	0	PTO Tip (LSF) Time Off Plan	0.386283	0 2.199633

Payment Information				
Bank	Account Name	Account Number	USD Amount	Amount
				301.75 USD

MHL-MA-000064

EXHIBIT NO. 3



The Jay 433 Clay St. San Francisco, CA 94111 +1 (415) 2962911

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Maria Walz-Smith	The Jay	10009413	01/12/2025	01/25/2025	01/31/2025	

	Hours Worked	Gross Pay	Pre Tax Deductions	Employee Taxes	Post Tax Deductions	Net Pay
Current	0.00	1,218.65	0.00	149.55	0.00	1,069.10
YTD	10.72	3,435.53	60.00	673.90	1,192.43	1,509.20

Earnings							Employee Taxes		
Description	Dates	Hours	Rate	Amount	YTD Hours	YTD Amount	Description	Amount	YTD
BANQ SVC CHR	01/12/2025 - 01/18/2025	0	0	979.36	0	1,323.78	OASDI/Social Security	75.55	213.00
BANQ SVC CHR			0		0	35.96	Medicare	17.68	49.82
DAY OFF W PAY			0		16	328.32	Federal Withholding	23.89	276.32
MEETING			0		2	47.54	State Tax - CA	17.80	93.53
PAID MEAL BRK	01/12/2025 - 01/25/2025	1.5	20.52	30.78			CA SDI - CASDI	14.63	41.23
PAID MEAL BRK	01/12/2025 - 01/25/2025	2	28.41	56.82	3.5	87.60			
PTO PAYOUT	01/12/2025 - 01/25/2025	1.807557	20.52	37.10	45.927557	942.45			
PTO TIPPED PAYC	01/12/2025 - 01/25/2025	1.742294	41.04	71.51	8.142294	334.17			
RETRO DOLLARS	01/12/2025 - 01/25/2025	0	0	43.08	0	43.08			
Regular Hours			0		5.85	166.20			
Regular Hours			0		4.866667	126.43			
Earnings				1,218.65		3,435.53	Employee Taxes	149.55	673.90

Pre Tax Deductions		
Description	Amount	YTD
401K		60.00
Pre Tax Deductions	0.00	60.00

Post Tax Deductions		
Description	Amount	YTD
AP Check		1,192.43
Post Tax Deductions	0.00	1,192.43

Employer Paid Benefits		
Description	Amount	YTD
ER - 401(k) EMPLOYER MATCH		51.26
Employer Paid Benefits	0.00	51.26

Taxable Wages		
Description	Amount	YTD
OASDI - Taxable Wages	1,218.65	3,435.53
Medicare - Taxable Wages	1,218.65	3,435.53
Federal Withholding - Taxable Wages	1,218.65	3,375.53
State Tax Taxable Wages - CA	1,218.65	3,375.53

	Federal	State
Marital Status	Single or Married filing separately	Single or Married filing separately
Allowances	0	0
Additional Withholding	0	

EXHIBIT NO. 4



The Jay 433 Clay St. San Francisco, CA 94111 +1 (415) 2962911

Name	Company	Employee ID	Pay Period Begin	Pay Period End	Check Date	Check Number
Martin Kazinski	The Jay	10007172	11/03/2024	11/16/2024	11/22/2024	

	Hours Worked	Gross Pay	Pre Tax Deductions	Employee Taxes	Post Tax Deductions	Net Pay
Current	15.60	1,399.75	0.00	291.35	0.00	1,108.40
YTD	166.05	18,181.65	0.00	4,736.08	0.00	13,445.57

Earnings							Employee Taxes		
Description	Dates	Hours	Rate	Amount	YTD Hours	YTD Amount	Description	Amount	YTD
BANQ SVC CHRG	11/03/2024 - 11/09/2024	0	0	773.57	0	13,744.15	OASDI/Social Security	86.78	1,127.26
BANQ SVC CHRG	11/10/2024 - 11/16/2024	0	0	178.20	0	178.20	Medicare	20.29	263.63
MEAL BRK PEN	11/03/2024 - 11/09/2024	1	120.86	120.86	1	363.13	Federal Withholding	121.66	2,364.05
Overtime	11/03/2024 - 11/09/2024	0.083334	79.1	6.60			State Tax - CA	47.22	781.14
Overtime	11/10/2024 - 11/16/2024	0.516667	39.13	20.23	6.160001	385.68	CA SDI - CASDI	15.40	200.00
PAID MEAL BRK	11/03/2024 - 11/16/2024	1	18.67	18.67	1.5	108.24			
Regular Hours			0		119.56	2,599.33			
RETRO DOLLARS			0		0	44.48			
Regular Hours	11/03/2024 - 11/09/2024	7.5	18.67	140.03	32.833334	613.02			
Regular Hours	11/10/2024 - 11/16/2024	7.5	18.67	140.03	7.5	140.03			
SHIFT DIFF	11/03/2024 - 11/09/2024	1.2	1.15	1.38					
SHIFT DIFF	11/10/2024 - 11/16/2024	0.15	1.15	0.18	4.666667	5.39			
Earnings				1,399.75		18,181.65	Employee Taxes	291.35	4,736.08

Taxable Wages		
Description	Amount	YTD
OASDI - Taxable Wages	1,399.75	18,181.65
Medicare - Taxable Wages	1,399.75	18,181.65
Federal Withholding - Taxable Wages	1,399.75	18,181.65
State Tax Taxable Wages - CA	1,399.75	18,181.65

	Federal	State	Absence Plans		
Marital Status	Single or Married filing separately	Single or Married (with two or more incomes)	Description	Accrued	Reduced Available
Allowances	0	0	PTO (LSF Sun-Sat Biweekly Odd) Time	0.6006	0 27.240958
Additional Withholding	30	20	PTO Tip (LSF) Time Off Plan	1.2012	0 3.201917

Payment Information				
Bank	Account Name	Account Number	USD Amount	Amount
				1,108.40 USD

MHL-MK-000068