

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (State Bar #068687)

Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

Nicholas J. De Blouw (State Bar #280922)

Victoria B. Rivapalacio (State Bar #275115)

victoria@bamlawca.com

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858)551-1223

Facsimile: (858) 551-1232

Website: www.bamlawca.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF RIVERSIDE

LAWRENCE MONTROYA, on behalf of the
State of California, as a private attorney
general,

Plaintiffs,

vs.

GLEN IVY HOT SPRINGS, a corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. **CVRI 2600242**

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, California Code of
Regulations, Title 8, Section 11040,
Subdivision 5(A)-(B), and the applicable
Wage Order(s).

1 Plaintiff Lawrence Montoya (“PLAINTIFF”), on behalf of the people of the State of
2 California and as an “aggrieved employee” acting as a private attorney general under the
3 Labor Code Private Attorney General Act of 2004, § 2699, (“PAGA”) only, alleges on
4 information and belief, except for his own acts and knowledge which are based on personal
5 knowledge, the following:

6 **INTRODUCTION**

7 1. PLAINTIFF brings this action against defendant Glen Ivy Hot Springs (referred
8 to as “DEFENDANT”) seeking only to recover PAGA civil penalties on behalf of all current
9 and former aggrieved employees that worked for DEFENDANT. PLAINTIFF does **not seek**
10 **to recover anything other than penalties as permitted by California Labor Code § 2699.**

11 To the extent that statutory violations are mentioned for wage violations, PLAINTIFF does not
12 seek underlying general and/or special damages for those violations, but simply the civil
13 penalties permitted by California Labor Code § 2699.

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

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

21 4. PLAINTIFF is not suing in his individual capacity; he is proceeding
22 herein solely under the PAGA, on behalf of the State of California for all aggrieved employees.
23 Nothing in this complaint should be construed as PLAINTIFF suing in his individual capacity.

24 **THE PARTIES**

25 5. Glen Ivy Hot Springs (“DEFENDANT”) is a corporation that at all relevant times
26 mentioned herein conducted and continues to conduct substantial business in California.

27 6. DEFENDANT owns and operates a health resort in California.
28

1 7. Plaintiff Montoya was employed by DEFENDANT in California from May 18,
2 2018 to January 14, 2025. Plaintiff Montoya was at all times classified by DEFENDANT as a
3 non-exempt employee, paid on an hourly basis, and entitled to the legally required meal and rest
4 periods and payment of minimum and overtime wages due for all time worked.

5 8. PLAINTIFF, and such persons that may be added from time to time who satisfy
6 the requirements and exhaust the administrative procedures under the Private Attorney General
7 Act, brings this Representative Action on behalf of the State of California with respect to all
8 individuals who are or previously were employed by DEFENDANT in California, including any
9 employees staffed with DEFENDANT by a third party, and classified as non-exempt employees
10 (“AGGRIEVED EMPLOYEES”) during the time period of July 18, 2024 until a date as
11 determined by the Court (the "PAGA PERIOD").

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

20 10. The true names and capacities, whether individual, corporate, subsidiary,
21 partnership, associate or otherwise of defendants DOES 1 through 50, inclusive, are
22 presently unknown to PLAINTIFF who therefore sues these Defendants by such fictitious
23 names pursuant to Cal. Civ. Proc. Code § 474. PLAINTIFF will seek leave to amend this
24 Complaint to allege the true names and capacities of Does 1 through 50, inclusive, when
25 they are ascertained. PLAINTIFF is informed and believes, and based upon that information
26 and belief alleges, that the Defendants named in this Complaint, including DOES 1 through
27 50, inclusive, are responsible in some manner for one or more of the events and happenings
28 that proximately caused the injuries and damages hereinafter alleged.

11. The agents, servants and/or employees of the Defendants and each of them acting on behalf of the Defendants acted within the course and scope of his, her or its authority as the agent, servant and/or employee of the Defendants, and personally participated in the conduct alleged herein on behalf of the Defendants with respect to the conduct alleged herein. Consequently, the acts of each Defendant are legally attributable to the other Defendants and all Defendants are jointly and severally liable to PLAINTIFF and all the AGGRIEVED EMPLOYEES, for the loss sustained as a proximate result of the conduct of the Defendants' agents, servants and/or employees.

THE CONDUCT

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

1 AGGRIEVED EMPLOYEES for all time worked, is evidenced by DEFENDANT's business
2 records.

3 13. State law provides that employees must be paid overtime and meal and rest
4 break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF and the
5 AGGRIEVED EMPLOYEES are compensated at an hourly rate plus incentive pay that is
6 tied to specific elements of an employee's performance.

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

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

1 which these employees were required by DEFENDANT to work ten (10) hours of work.
2 DEFENDANT also engaged in the practice of rounding the meal period times to avoid
3 paying penalties to PLAINTIFF and the AGGRIEVED EMPLOYEES. PLAINTIFF and the
4 AGGRIEVED EMPLOYEES therefore forfeit meal breaks without additional compensation
5 and in accordance with DEFENDANT's corporate policy and practice.

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

27 17. During the PAGA PERIOD, DEFENDANT failed to accurately record and
28 pay PLAINTIFF and the AGGRIEVED EMPLOYEES for the actual amount of time these

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

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

1 paragraph, DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that
2 lists all the requirements under California Labor Code 226. As a result, DEFENDANT from
3 time to time provided PLAINTIFF and the AGGRIEVED EMPLOYEES with wage
4 statements which violated Cal. Lab. Code § 226.

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

9 in [I]n addition to, and entirely independent and apart from, any other penalty provided
10 this article, every person who fails to pay the wages of each employee as provided in
11 Sections. . . 204. . . shall be subject to a civil penalty as follows: (1) For any initial
12 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.

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

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

24 22. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
25 employees be calculated by dividing the employee’s total wages, not including overtime
26 premium pay, by the employee’s total hours worked in the full pay periods of the prior 90
27 days of employment.
28

1 23. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
2 at the regular rate of pay. PLAINTIFF and the AGGRIEVED EMPLOYEES routinely
3 earned non-discretionary incentive wages which increased their regular rate of pay.
4 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
5 the AGGRIEVED EMPLOYEES, as opposed to the correct, higher regular rate of pay, as
6 required under Cal. Lab. Code Section 246.

7 24. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
8 and the AGGRIEVED EMPLOYEES their correct wages and accordingly owe waiting time
9 penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is informed and
10 believes and based thereon alleges that such failure to pay sick pay at regular rate was
11 willful, such that the AGGRIEVED EMPLOYEES whose employment has separated are
12 entitled to waiting time penalties pursuant to Cal. Lab. Code Sections 201-203.

13 25. The employment of PLAINTIFF and some AGGRIEVED EMPLOYEES has
14 terminated and DEFENDANT has not tendered payment of all wages owed as required by
15 law.

16 17 **JURISDICTION AND VENUE**

18 26. This Court has jurisdiction over this Action pursuant to California Code of
19 Civil Procedure, Section 410.10.

20 27. Venue is proper in this Court pursuant to California Code of Civil Procedure,
21 Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANT and
22 DEFENDANT (i) currently maintains and at all relevant times maintained offices and
23 facilities in this County and/or conducts substantial business in this County, and (ii)
24 committed the wrongful conduct herein alleged in this County against PLAINTIFF and other
25 AGGRIEVED EMPLOYEES.

26 ///

27 ///

28 ///

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2

3

4

5
6

7
8
9
0
1
2
3
4
5
6

7
8
9
20
21
22
23

24
25
26
27
28

1 Complaint has expired. As a result, pursuant to Section 2699.3, PLAINTIFF may now
2 commence a representative civil action under PAGA pursuant to Section 2699 as the proxy
3 of the State of California with respect to all AGGRIEVED EMPLOYEES as herein defined.

4 32. The policies, acts and practices heretofore described were and are an unlawful
5 business act or practice because DEFENDANT (a) failed to provide PLAINTIFF and the
6 AGGRIEVED EMPLOYEES accurate itemized wage statements, (b) failed to properly
7 record and provide legally required meal and rest periods, (c) failed to pay minimum wages,
8 (d) failed to pay overtime wages and sick pay wages, and (e) failed to provide wages when
9 due, all in violation of the applicable Labor Code sections listed in Labor Code §§ 201, 202,
10 203, 204, 210, 226(a), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198,
11 California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), and the
12 applicable Wage Order(s), and thereby gives rise to civil penalties as a result of such
13 conduct.¹ PLAINTIFF hereby seeks recovery of only civil penalties as prescribed by the
14 Labor Code Private Attorney General Act of 2004 as the representative of the State of
15 California for the illegal conduct perpetrated on PLAINTIFF and the AGGRIEVED
16 EMPLOYEES.

17
18 **PRAYER FOR RELIEF**

19 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
20 severally, as follows:

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

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

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

27
28 ¹Plaintiff specifically excludes and/or does not allege any claims under California Labor
Code §558(a)(3).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: January 5, 2026 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW
LLP

By: /s/ Norman Blumenthal
Norman B. Blumenthal
Kyle R. Nordrehaug
Nicholas J. De Blouw

Attorneys for Plaintiff

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

**2255 CALLE CLARA
LA JOLLA, CALIFORNIA 92037**

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

**WRITERS E-MAIL:
nick@bamlawca.com**

**WRITERS EXT:
1009**

July 18, 2025
CA3606

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency Glen Ivy Hot Springs
Online Filing Certified Mail #9589071052700057738014
BETTY DO
25000 GLEN IVY ROAD
CORONA, CA 92883

Re: 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, California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), Violation of the applicable Industrial Welfare Commission Wage Order(s) brought Pursuant To California Labor Code Section 2699.5.

Dear Sir/Madam:

This letter serves as a written notice under California Labor Code Section 2699.3 on behalf of Lawrence Montoya ("Plaintiff") and all other Aggrieved Employees of Glen Ivy Hot Springs ("Defendant"). "Aggrieved Employees" refers to all individuals who are or previously were employed by Glen Ivy Hot Springs in California, including any employees staffed with Glen Ivy Hot Springs by a third party, and classified as non-exempt employees during the time period of July 18, 2024 until a date as determined by the Court ("PAGA Period"). Our offices represent Plaintiff and other Aggrieved Employees in a lawsuit against Defendant. Plaintiff was employed by Defendant in California from May 18, 2018 to January 14, 2025. Plaintiff was 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 Plaintiff 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 was employed by Defendant as a cook from May 18, 2018 to January 14, 2025 and worked at Defendant's health resort located at 25000 Glen Ivy Rd, Temescal Valley, CA 92883. Defendant's resort was where Plaintiff would perform his job duties consisting of prepping various foods in the morning for the breakfast service, checking what foods/ingredients were needed for breakfast and lunch service, prepping various foods for lunch service, preparing food for breakfast and lunch services, assisting the hot food

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

chefs, assisting front line chefs by assembling dishes, and assisting the back kitchen staff with clean up. As a result of this and the time consuming work of Plaintiff and other Aggrieved Employees, Plaintiff and other Aggrieved Employees were subjected to numerous violations during their employment with Defendant.

For example, Plaintiff was regularly unable to take rest breaks and took many of his meal breaks late, after the 5th hour of work as a result of having to complete several food preparation tasks per day in violation of Cal. Labor Codes Section 226.7, 512 & 1198. Further, Plaintiff was never encouraged to take meal or rest breaks by either his manager, Rob Grider. Plaintiff's wage statements show that no rest break premium payments were paid for rest breaks that were missed or interrupted by work duties. While very few meal break premiums were paid, because the reasons for not being able to take compliant breaks was generally the same for meal breaks and rest breaks, it is illogical that no meal or rest break violations occurred. As a result of his various time consuming job duties, Plaintiff's meal breaks were late, missed or interrupted multiple times every week. As a result of Defendant failing to pay all meal and rest break premium wages, the wage statements are inaccurate. Further, Defendant violated Cal. Lab. Code Section 226(a)(2) by failing to list the correct hours worked by Plaintiff as Defendant included hours not actually worked such as "Sick Leave." Attached as **Exhibit #1** is the true and correct copies of Plaintiff's wage statements for the pay period from December 9, 2024 to December 22, 2024 showing no rest break premiums paid and minimal meal break premiums paid by Defendant for the year to date of 2024. Attached as **Exhibit #2** is the true and correct copies of Plaintiff's wage statements for the pay period from December 23, 2024 to January 5, 2025 showing no rest break premiums paid and no meal break premiums paid by Defendant for the year to date of 2025.

Further, as a result of having to complete several food preparation tasks per day, there were also times when Plaintiff, while clocked out for a meal break, continued performing his job duties as a chef. Further, Plaintiff would need to complete his food prep work after clocking out or get a head start on prep prior to clocking in several times. These actions resulted in unpaid minimum and overtime wages in violation of California Labor Code Sections 510, 1194, 1197, 1197.1, & 1198.

Further, Defendant also paid Plaintiff a nondiscretionary performance based incentive wage titled as "Bonus" but failed to include this payment into Plaintiff's regular rate for the purposes of calculating the correct overtime, sick, and vacation pay rates of pay in violation of Cal. Lab. Code Sections 227.3, 246 & 510. Attached as **Exhibit #3** is a true and correct copy of Plaintiff's wage statement for the pay period from December 16, 2024 - December 16, 2024 showing this payment and violation.

Finally, as described in detail in this notice, Defendant failed to pay all wages and premiums owed to Plaintiff and Aggrieved Employees during their employment and also failed to timely pay those amounts due and earned to departing employees upon separation

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

2255 CALLE CLARA

LA JOLLA, CALIFORNIA 92037

Web Site: www.bamlawca.com

San Diego | San Francisco | Sacramento | Los Angeles | Riverside | Santa Clara | Orange | Chicago

Phone: (858) 551-1223

Fax: (858) 551-1232

of employment in violation of California Labor Code Sections 201-204. Defendant also failed to pay the waiting time penalties owed to Plaintiff 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(a)(2), 226.7, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 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.

This notice is provided to enable Plaintiff 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

Earnings Statement

MONTOYA, LAWRENCE FRANK

Pay Date:12/27/2024

Period Start:12/09/2024

Period End:12/22/2024

Company: 0Q238 - GLEN IVY HOT SPRINGS INC

25000 GLEN IVY RD

CORONA CA 92883-5103 (951) 277-3529

Emp #:

Dept: 320 - 320 - F and B BOH

Pay Basis: Hourly

	Rate	Hours/Units	Current Period	Year To Date	
Earnings					
Regular	17.50	40.99	717.33	24201.89	
Double Time	35.00	0.00	0.00	113.05	
Weighted OT	26.25	0.00	0.00	1806.48	
CA Paid Sick Leave	17.50	8.00	140.00	490.00	
CA Paid Sick Leave Temp Rate	19.48	0.00	0.00	97.40	
Bonus			0.00	175.00	
CA Lunch Weighted Rate	17.50	0.00	0.00	52.50	
Holiday Worked	26.25	0.00	0.00	614.25	
Gross		48.99	857.33	27550.57	
W/H Taxes					
Federal W/H			79.58	2737.96	
Medicare			12.43	399.48	
Social Security			53.16	1708.14	
California State W/H			0.00	17.90	
California SDI Tax			9.43	303.06	
Deductions					
Net Pay			702.73	22384.03	Voucher No.
Net Pay Distribution					
Direct Deposit Net Check			702.73	22384.03	
Employee Benefits, Allowances, and Other					
			Current Period	Year To Date	YTD Taken Available
CA Paid Sick Leave Hours			1.37	52.95	33.00 19.95
Sick Time FTPTSSP			0.00	0.00	0.00 0.00

EXHIBIT #2

Earnings Statement

MONTOYA, LAWRENCE FRANK

Pay Date: 01/10/2025

Period Start: 12/23/2024

Period End: 01/05/2025

Company: 0Q238 - GLEN IVY HOT SPRINGS INC

25000 GLEN IVY RD

CORONA CA 92883-5103 (951) 277-3529

Emp #: [REDACTED]

Dept: 320 - 320 - F and B BOH

Pay Basis: Hourly

	Rate	Hours/Units	Current Period	Year To Date
Earnings				
Regular	17.50	40.10	701.75	701.75
CA Paid Sick Leave	17.50	5.00	87.50	87.50
Gross		45.10	789.25	789.25
W/H Taxes				
Federal W/H [REDACTED]			71.23	71.23
Medicare			11.44	11.44
Social Security			48.93	48.93
California State W/H [REDACTED]			0.00	0.00
California SDI Tax			9.47	9.47
Deductions				
Net Pay			648.18	648.18
Net Pay Distribution				
Direct Deposit Net Check			648.18	648.18
Employee Benefits, Allowances, and Other				
CA Paid Sick Leave Hours			1.34	16.29
			0.00	16.29

GLEN IVY HOT SPRINGS INC

25000 Glen Ivy Road

Corona, California 92883-5103 USA

951 277-3529

Dept: 320

Voucher No. [REDACTED]

DATE: 01/10/2025

Net Pay:

648.18

Six Hundred Forty Eight And 18/100 Dollars

MONTOYA, LAWRENCE FRANK

[REDACTED]

For Record Purposes Only

NON-NEGOTIABLE

GIHS_000328

EXHIBIT #3

Earnings Statement

MONTOYA, LAWRENCE FRANK

Pay Date: 12/20/2024

Period Start: 12/16/2024

Period End: 12/16/2024

Company: 0Q238 - GLEN IVY HOT SPRINGS INC

25000 GLEN IVY RD

CORONA CA 92883-5103 (951) 277-3529

Emp #: [REDACTED]

Dept: 320 - 320 - F and B BOH

Pay Basis: Hourly

	Rate	Hours/Units	Current Period	Year To Date	
Earnings					
Regular	17.50	0.00	0.00	23484.56	
Double Time	35.00	0.00	0.00	113.05	
Weighted OT	26.25	0.00	0.00	1806.48	
CA Paid Sick Leave	17.50	0.00	0.00	350.00	
CA Paid Sick Leave Temp Rate	19.48	0.00	0.00	97.40	
Bonus			175.00	175.00	
CA Lunch Weighted Rate	17.50	0.00	0.00	52.50	
Holiday Worked	26.25	0.00	0.00	614.25	
Gross			175.00	26693.24	
W/H Taxes					
Federal W/H [REDACTED]			38.50	2658.38	
Medicare			2.54	387.05	
Social Security			10.85	1654.98	
California State W/H [REDACTED]			17.90	17.90	
California SDI Tax			1.93	293.63	
Deductions					
Net Pay			103.28	21681.30	[REDACTED]
Net Pay Distribution					
Direct Deposit Net Check			103.28	21681.30	[REDACTED]
Employee Benefits, Allowances, and Other			Current Period	Year To Date	YTD Taken Available
CA Paid Sick Leave Hours			0.00	51.59	25.00 26.59
Sick Time FTPTSSP			0.00	0.00	0.00 0.00