

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:
1004**

**April 30, 2024
CA3142**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**KHRG Argyle LLC
Certified Mail #9589071052700298442657
UNITED AGENT GROUP INC.
JENNIFER LEE
7801 FOLSOM BOULEVARD #202,
SACRAMENTO, CA 95826**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 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 KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC in California, including any employees staffed with KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC by a third party, and classified as non-exempt employees during the time period of April 30, 2023 until a date as determined by the Court. Our offices represent Plaintiff Stephanie Martinez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC (“Defendant”). Plaintiff has been employed by Defendant in California since September 2022.

Plaintiff is 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. Moreover, when Defendant required Plaintiff 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 Plaintiff 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). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF 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 PLAINTIFF 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, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff 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 Plaintiff 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 Plaintiff 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 Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, 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. Plaintiff therefore incorporates 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 Plaintiff 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 Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions or 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.

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:
1004

April 30, 2024
CA3142

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

Kimpton Hotel & Restaurant Group, LLC
Certified Mail #9589071052700298442534
UNITED AGENT GROUP INC.
JENNIFER LEE
7801 FOLSOM BOULEVARD #202,
SACRAMENTO, CA 95826

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 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 KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC in California, including any employees staffed with KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC by a third party, and classified as non-exempt employees during the time period of April 30, 2023 until a date as determined by the Court. Our offices represent Plaintiff Stephanie Martinez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC (“Defendant”). Plaintiff has been employed by Defendant in California since September 2022.

Plaintiff is 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. Moreover, when Defendant required Plaintiff 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 Plaintiff 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). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF 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 PLAINTIFF 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, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff 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 Plaintiff 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 Plaintiff 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 Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, 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. Plaintiff therefore incorporates 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 Plaintiff 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 Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions or 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.

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:
1004**

**April 30, 2024
CA3142**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**KHRG Canary, LLC
Certified Mail #9589071052700298442640
UNITED AGENT GROUP INC.
JENNIFER LEE
7801 FOLSOM BOULEVARD #202,
SACRAMENTO, CA 95826**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 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 KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC in California, including any employees staffed with KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC by a third party, and classified as non-exempt employees during the time period of April 30, 2023 until a date as determined by the Court. Our offices represent Plaintiff Stephanie Martinez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC (“Defendant”). Plaintiff has been employed by Defendant in California since September 2022.

Plaintiff is 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. Moreover, when Defendant required Plaintiff 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 Plaintiff 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). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF 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 PLAINTIFF 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, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff 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 Plaintiff 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 Plaintiff 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 Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, 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. Plaintiff therefore incorporates 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 Plaintiff 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 Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions or 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.

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:
1004**

**April 30, 2024
CA3142**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**KHRG Employer, LLC
Certified Mail #9589071052700298442633
UNITED AGENT GROUP INC.
JENNIFER LEE
7801 FOLSOM BOULEVARD #202,
SACRAMENTO, CA 95826**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 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 KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC in California, including any employees staffed with KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC by a third party, and classified as non-exempt employees during the time period of April 30, 2023 until a date as determined by the Court. Our offices represent Plaintiff Stephanie Martinez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC (“Defendant”). Plaintiff has been employed by Defendant in California since September 2022.

Plaintiff is 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. Moreover, when Defendant required Plaintiff 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 Plaintiff 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). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF 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 PLAINTIFF 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, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff 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 Plaintiff 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 Plaintiff 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 Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, 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. Plaintiff therefore incorporates 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 Plaintiff 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 Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions or 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.

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:
1004

April 30, 2024
CA3142

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

KHRG Huntington Beach LLC
Certified Mail #9589071052700298442626
UNITED AGENT GROUP INC.
JENNIFER LEE
7801 FOLSOM BOULEVARD #202,
SACRAMENTO, CA 95826

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 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 KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC in California, including any employees staffed with KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC by a third party, and classified as non-exempt employees during the time period of April 30, 2023 until a date as determined by the Court. Our offices represent Plaintiff Stephanie Martinez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC (“Defendant”). Plaintiff has been employed by Defendant in California since September 2022.

Plaintiff is 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. Moreover, when Defendant required Plaintiff 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 Plaintiff 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). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF 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 PLAINTIFF 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, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff 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 Plaintiff 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 Plaintiff 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 Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, 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. Plaintiff therefore incorporates 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 Plaintiff 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 Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions or 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.

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:
1004**

**April 30, 2024
CA3142**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**KHRG LA Peer LLC
Certified Mail #9589071052700298442602
UNITED AGENT GROUP INC.
JENNIFER LEE
7801 FOLSOM BOULEVARD #202,
SACRAMENTO, CA 95826**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 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 KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC in California, including any employees staffed with KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC by a third party, and classified as non-exempt employees during the time period of April 30, 2023 until a date as determined by the Court. Our offices represent Plaintiff Stephanie Martinez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC (“Defendant”). Plaintiff has been employed by Defendant in California since September 2022.

Plaintiff is 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. Moreover, when Defendant required Plaintiff 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 Plaintiff 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). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF 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 PLAINTIFF 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, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff 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 Plaintiff 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 Plaintiff 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 Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, 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. Plaintiff therefore incorporates 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 Plaintiff 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 Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions or 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.

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:
1004

April 30, 2024
CA3142

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

KHRG NPC LLC
Certified Mail #9589071052700298442619
UNITED AGENT GROUP INC.
JENNIFER LEE
7801 FOLSOM BOULEVARD #202,
SACRAMENTO, CA 95826

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 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 KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC in California, including any employees staffed with KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC by a third party, and classified as non-exempt employees during the time period of April 30, 2023 until a date as determined by the Court. Our offices represent Plaintiff Stephanie Martinez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC (“Defendant”). Plaintiff has been employed by Defendant in California since September 2022.

Plaintiff is 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. Moreover, when Defendant required Plaintiff 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 Plaintiff 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). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF 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 PLAINTIFF 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, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff 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 Plaintiff 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 Plaintiff 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 Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, 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. Plaintiff therefore incorporates 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 Plaintiff 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 Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions or 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.

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:
1004**

**April 30, 2024
CA3142**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**KHRG SF Wharf U2 LLC
Certified Mail #9589071052700298442596
UNITED AGENT GROUP INC.
JENNIFER LEE
7801 FOLSOM BOULEVARD #202,
SACRAMENTO, CA 95826**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 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 KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC in California, including any employees staffed with KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC by a third party, and classified as non-exempt employees during the time period of April 30, 2023 until a date as determined by the Court. Our offices represent Plaintiff Stephanie Martinez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC (“Defendant”). Plaintiff has been employed by Defendant in California since September 2022.

Plaintiff is 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. Moreover, when Defendant required Plaintiff 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 Plaintiff 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). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF 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 PLAINTIFF 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, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff 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 Plaintiff 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 Plaintiff 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 Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, 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. Plaintiff therefore incorporates 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 Plaintiff 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 Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions or 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.

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:
1004

April 30, 2024
CA3142

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

KHRG SFD LLC
Certified Mail #9589071052700298442589
UNITED AGENT GROUP INC.
JENNIFER LEE
7801 FOLSOM BOULEVARD #202,
SACRAMENTO, CA 95826

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 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 KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC in California, including any employees staffed with KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC by a third party, and classified as non-exempt employees during the time period of April 30, 2023 until a date as determined by the Court. Our offices represent Plaintiff Stephanie Martinez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC (“Defendant”). Plaintiff has been employed by Defendant in California since September 2022.

Plaintiff is 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. Moreover, when Defendant required Plaintiff 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 Plaintiff 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). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF 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 PLAINTIFF 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, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff 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 Plaintiff 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 Plaintiff 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 Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, 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. Plaintiff therefore incorporates 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 Plaintiff 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 Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions or 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.

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:
1004**

**April 30, 2024
CA3142**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**KHRG Sutter LLC
Certified Mail #9589071052700298442572
UNITED AGENT GROUP INC.
JENNIFER LEE
7801 FOLSOM BOULEVARD #202,
SACRAMENTO, CA 95826**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 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 KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC in California, including any employees staffed with KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC by a third party, and classified as non-exempt employees during the time period of April 30, 2023 until a date as determined by the Court. Our offices represent Plaintiff Stephanie Martinez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC (“Defendant”). Plaintiff has been employed by Defendant in California since September 2022.

Plaintiff is 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. Moreover, when Defendant required Plaintiff 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 Plaintiff 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). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF 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 PLAINTIFF 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, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff 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 Plaintiff 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 Plaintiff 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 Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, 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. Plaintiff therefore incorporates 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 Plaintiff 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 Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions or 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.

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:
1004**

**April 30, 2024
CA3142**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**KHRG Sutter Union LLC
Certified Mail #9589071052700298442565
UNITED AGENT GROUP INC.
JENNIFER LEE
7801 FOLSOM BOULEVARD #202,
SACRAMENTO, CA 95826**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 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 KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC in California, including any employees staffed with KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC by a third party, and classified as non-exempt employees during the time period of April 30, 2023 until a date as determined by the Court. Our offices represent Plaintiff Stephanie Martinez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC (“Defendant”). Plaintiff has been employed by Defendant in California since September 2022.

Plaintiff is 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. Moreover, when Defendant required Plaintiff 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 Plaintiff 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). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF 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 PLAINTIFF 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, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff 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 Plaintiff 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 Plaintiff 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 Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, 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. Plaintiff therefore incorporates 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 Plaintiff 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 Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions or 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.

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:
1004**

**April 30, 2024
CA3142**

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

**Labor and Workforce Development Agency
Online Filing**

**KHRG Westwood, LLC
Certified Mail #9589071052700298442558
UNITED AGENT GROUP INC.
JENNIFER LEE
7801 FOLSOM BOULEVARD #202,
SACRAMENTO, CA 95826**

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 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 KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC in California, including any employees staffed with KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC by a third party, and classified as non-exempt employees during the time period of April 30, 2023 until a date as determined by the Court. Our offices represent Plaintiff Stephanie Martinez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC (“Defendant”). Plaintiff has been employed by Defendant in California since September 2022.

Plaintiff is 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. Moreover, when Defendant required Plaintiff 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 Plaintiff 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). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF 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 PLAINTIFF 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, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff 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 Plaintiff 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 Plaintiff 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 Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, 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. Plaintiff therefore incorporates 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 Plaintiff 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 Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions or 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.

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:
1004

April 30, 2024
CA3142

VIA ONLINE FILING TO LWDA AND CERTIFIED MAIL TO DEFENDANT

Labor and Workforce Development Agency
Online Filing

KHRG Wilshire LLC
Certified Mail #9589071052700298442541
UNITED AGENT GROUP INC.
JENNIFER LEE
7801 FOLSOM BOULEVARD #202,
SACRAMENTO, CA 95826

Re: Notice Of Violations Of California Labor Code Sections §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2100 *et seq.*, 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 KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC in California, including any employees staffed with KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC by a third party, and classified as non-exempt employees during the time period of April 30, 2023 until a date as determined by the Court. Our offices represent Plaintiff Stephanie Martinez (“Plaintiff”) and other Aggrieved Employees in a lawsuit against KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC (“Defendant”). Plaintiff has been employed by Defendant in California since September 2022.

Plaintiff is 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. Moreover, when Defendant required Plaintiff 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 Plaintiff 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). Further, Defendant failed to advise Plaintiff and the other Aggrieved Employees of their right to take separately and hourly paid duty-free ten (10) minute rest periods. *See Vaquero v. Stoneledge Furniture, LLC*, 9 Cal. App. 5th 98, 110 (2017). Additionally, pursuant to Labor Code § 204 *et seq.*, Defendant failed to timely provide Plaintiff and other Aggrieved Employees with their wages. Plaintiff further contends that Defendant failed to provide accurate wage statements to her, and other Aggrieved Employees, in violation of California Labor Code section 226(a). Specifically, PLAINTIFF 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 PLAINTIFF 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, Plaintiff contends that Defendant failed to comply with Industrial Wage Order 7(A)(3) in that Defendant failed to keep time records showing when Plaintiff began and ended each shift and meal period. Plaintiff 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 Plaintiff 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 Plaintiff 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 Plaintiff, (iii) sets forth the people/entities, dates, classifications, violations, events, and actions which are at issue to the extent known to Plaintiff, 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. Plaintiff therefore incorporates 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 Plaintiff 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 Plaintiff and all Aggrieved Employees.

Your earliest response to this notice is appreciated. If you have any questions or 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.

1 **BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP**

Norman B. Blumenthal (State Bar #068687)

2 Kyle R. Nordrehaug (State Bar #205975)

Aparajit Bhowmik (State Bar #248066)

3 Nicholas J. De Blouw (State Bar #280922)

2255 Calle Clara

4 La Jolla, CA 92037

Telephone: (858)551-1223

5 Facsimile: (858) 551-1232

Website: www.bamlawca.com

6
7 Attorneys for Plaintiff

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

9 **IN AND FOR THE COUNTY OF SAN DIEGO**

STEPHANIE MARTINEZ, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

KHRG EMPLOYER, LLC, a Limited Liability
Company; KIMPTON HOTEL &
RESTAURANT GROUP, LLC, a Limited
Liability Company; KHRG ARGYLE LLC, a
Limited Liability Company; KHRG CANARY,
LLC, a Limited Liability Company; KHRG
WILSHIRE LLC, a Limited Liability Company;
KHRG WESTWOOD, LLC, a Limited Liability
Company; KHRG SUTTER UNION LLC, a
Limited Liability Company; KHRG SUTTER
LLC, a Limited Liability Company; KHRG SFD
LLC, a Limited Liability Company; KHRG SF
WHARF U2 LLC, a Limited Liability Company;
KHRG SF WHARF LLC, a Limited Liability
Company; KHRG SACRAMENTO LLC, a
Limited Liability Company; KHRG NPC LLC, a
Limited Liability Company; KHRG LA PEER
LLC, a Limited Liability Company; KHRG
HUNTINGTON BEACH LLC, a Limited
Liability Company; and DOES 1 through 50,
inclusive,

Defendants.

Case No. _____

CLASS ACTION COMPLAINT FOR:

1. UNFAIR COMPETITION IN VIOLATION
OF CAL. BUS. & PROF. CODE §§ 17200, *et*
seq.;
2. FAILURE TO PAY MINIMUM WAGES IN
VIOLATION OF CAL. LAB. CODE §§ 1194,
1197 & 1197.1;
3. FAILURE TO PAY OVERTIME WAGES IN
VIOLATION OF CAL. LAB. CODE § 510;
4. FAILURE TO PROVIDE REQUIRED MEAL
PERIODS IN VIOLATION OF CAL. LAB.
CODE §§ 226.7 & 512 AND THE APPLICABLE
IWC WAGE ORDER;
5. FAILURE TO PROVIDE REQUIRED REST
PERIODS IN VIOLATION OF CAL. LAB.
CODE §§ 226.7 & 512 AND THE APPLICABLE
IWC WAGE ORDER;
6. FAILURE TO PROVIDE ACCURATE
ITEMIZED STATEMENTS IN VIOLATION OF
CAL. LAB. CODE § 226;
7. FAILURE TO REIMBURSE EMPLOYEES
FOR REQUIRED EXPENSES IN VIOLATION
OF CAL. LAB. CODE § 2802;
8. FAILURE TO PAY SICK PAY WAGES IN
VIOLATION OF CAL. LAB CODE §§201-204,
233, 246;
9. DISCRIMINATION AND RETALIATION IN
VIOLATION OF FEHA and,
10. RETALIATION IN VIOLATION OF
LABOR CODE § 1102.5, *Et seq.*

DEMAND FOR A JURY TRIAL

Stephanie Martinez (“PLAINTIFF”), an individual, on behalf of herself and all other similarly situated current and former employees alleges on information and belief, except for his own acts and knowledge which are based on personal knowledge, the following.

THE PARTIES

1. KHRG Employer, LLC is a Limited Liability Company that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

2. Kimpton Hotel & Restaurant Group, LLC is a Limited Liability Company that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

3. KHRG Argyle LLC is a Limited Liability Company that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

4. KHRG Canary, LLC is a Limited Liability Company that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

5. KHRG Wilshire LLC is a Limited Liability Company that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

6. KHRG Westwood, LLC is a Limited Liability Company that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

7. KHRG Sutter Union LLC is a Limited Liability Company that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

8. KHRG Sutter LLC is a Limited Liability Company that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

9. KHRG SFD LLC is a Limited Liability Company that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

10. KHRG SF Wharf U2 LLC is a Limited Liability Company that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

11. KHRG SF Wharf LLC is a Limited Liability Company that at all relevant times mentioned herein conducted and continues to conduct substantial business in California.

1 12. KHRG Sacramento LLC is a Limited Liability Company that at all relevant times
2 mentioned herein conducted and continues to conduct substantial business in California.

3 13. KHRG NPC LLC is a Limited Liability Company that at all relevant times mentioned
4 herein conducted and continues to conduct substantial business in California.

5 14. KHRG LA Peer LLC is a Limited Liability Company that at all relevant times
6 mentioned herein conducted and continues to conduct substantial business in California.

7 15. KHRG Huntington Beach LLC is a Limited Liability Company that at all relevant times
8 mentioned herein conducted and continues to conduct substantial business in California.

9 16. The entities named in paragraphs 1-15 above (and any DOE entities later named)
10 are the joint employers of Plaintiff as evidenced by paycheck, standardized company
11 employment handbooks, by standardized policies and procedures, by the company PLAINTIFF
12 performs work for respectively and by the California Secretary of State Business Information
13 which includes but is not limited the same mailing and business addresses and same agent for
14 service of process, and are therefore jointly responsible as employers for the conduct alleged
15 herein, and are therefore collectively referred to herein as (“DEFENDANT”)

16 17. DEFENDANT owns and operates hotels in California.

17 18. PLAINTIFF has been employed by DEFENDANT in California since September
18 of 2022 as a non-exempt employee, paid on an hourly basis, and entitled to the legally required
19 meal and rest periods and payment of minimum and overtime wages due for all time worked.

20 19. PLAINTIFF brings this Class Action on behalf of herself and a California class,
21 defined as all individuals who are or previously were employed by KHRG Employer, LLC
22 and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG
23 Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter
24 Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC and/or
25 KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG LA Peer
26 LLC and/or KHRG Huntington Beach LLC in California, including any employees staffed with
27 KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle
28 LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC

1 and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF
2 Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC
3 and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC by a third party, and classified as
4 non-exempt employees (the "CALIFORNIA CLASS") at any time during the period beginning
5 four (4) years prior to the filing of this Complaint and ending on the date as determined by the
6 Court (the "CALIFORNIA CLASS PERIOD"). The amount in controversy for the aggregate
7 claim of CALIFORNIA CLASS Members is under five million dollars (\$5,000,000.00).

8 20. PLAINTIFF brings this Class Action on behalf of herself and a CALIFORNIA
9 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred
10 during the CALIFORNIA CLASS PERIOD caused by DEFENDANT's policy and practice
11 which failed to lawfully compensate these employees. DEFENDANT's policy and practice
12 alleged herein was an unlawful, unfair and deceptive business practice whereby
13 DEFENDANT retained and continues to retain wages due PLAINTIFF and the other
14 members of the CALIFORNIA CLASS. PLAINTIFF and the other members of the
15 CALIFORNIA CLASS seek an injunction enjoining such conduct by DEFENDANT in the
16 future, relief for the named PLAINTIFF and the other members of the CALIFORNIA
17 CLASS who have been economically injured by DEFENDANT's past and current unlawful
18 conduct, and all other appropriate legal and equitable relief.

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

22. 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 the other members of the CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the Defendants' agents, servants and/or employees.

THE CONDUCT

23. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and CALIFORNIA CLASS Members 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 CALIFORNIA CLASS Members 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 CALIFORNIA CLASS Members, always to the benefit of DEFENDANT, so that during the course of their employment, PLAINTIFF and CALIFORNIA CLASS Members are paid less than they would have been paid had they been paid for actual recorded time rather than "rounded" time. Additionally, DEFENDANT engages in the practice of requiring PLAINTIFF and CALIFORNIA CLASS Members to perform work off the clock in that DEFENDANT, as a condition of employment, required these employees to submit to mandatory temperature checks and symptom questionnaires for COVID-19 screening prior

1 to clocking into DEFENDANT's timekeeping system for the workday. As a result,
2 PLAINTIFF and other CALIFORNIA CLASS Members forfeit minimum wage, overtime
3 wage compensation, and off-duty meal breaks by working without their time being correctly
4 recorded and without compensation at the applicable rates. DEFENDANT's policy and
5 practice not to pay PLAINTIFF and other CALIFORNIA CLASS Members for all time
6 worked, is evidenced by DEFENDANT's business records.

7 24. State and federal law provides that employees must be paid overtime and meal
8 and rest break premiums at one-and-one-half times their "regular rate of pay." PLAINTIFF
9 and other CALIFORNIA CLASS Members are compensated at an hourly rate plus incentive
10 pay that is tied to specific elements of an employee's performance.

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

26 26. As a result of their rigorous work schedules, PLAINTIFF and other
27 CALIFORNIA CLASS Members were from time to time unable to take thirty (30) minute
28 off duty meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF

1 and other CALIFORNIA CLASS Members were required from time to time to perform
2 work as ordered by DEFENDANT for more than five (5) hours during some shifts without
3 receiving a meal break. Further, DEFENDANT from time to time failed to provide
4 PLAINTIFF and CALIFORNIA CLASS Members with a second off-duty meal period for
5 some workdays in which these employees were required by DEFENDANT to work ten (10)
6 hours of work. DEFENDANT also engaged in the practice of rounding the meal period
7 times to avoid paying penalties to PLAINTIFF and other CALIFORNIA CLASS Members.
8 PLAINTIFF and other members of the CALIFORNIA CLASS therefore forfeit meal breaks
9 without additional compensation and in accordance with DEFENDANT's corporate policy
10 and practice.

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

1 CLASS Members from unconstrained walks and is unlawful based on DEFENDANT's rule
2 which states PLAINTIFF and other CALIFORNIA CLASS Members cannot leave the work
3 premises during their rest period.

4 28. During the CALIFORNIA CLASS PERIOD, DEFENDANT failed to
5 accurately record and pay PLAINTIFF and other CALIFORNIA CLASS Members for the
6 actual amount of time these employees worked. Pursuant to the Industrial Welfare
7 Commission Wage Orders, DEFENDANT was required to pay PLAINTIFF and other
8 CALIFORNIA CLASS Members for all time worked, meaning the time during which an
9 employee was subject to the control of an employer, including all the time the employee was
10 permitted or suffered to permit this work. DEFENDANT required these employees to work
11 off the clock without paying them for all the time they were under DEFENDANT's control.
12 As such, DEFENDANT knew or should have known that PLAINTIFF and the other
13 members of the CALIFORNIA CLASS were under compensated for all time worked. As a
14 result, PLAINTIFF and other CALIFORNIA CLASS Members forfeited time worked by
15 working without their time being accurately recorded and without compensation at the
16 applicable minimum wage and overtime wage rates. To the extent that the time worked off
17 the clock does not qualify for overtime premium payment, DEFENDANT fails to pay
18 minimum wages for the time worked off-the-clock in violation of Cal. Lab. Code §§ 1194,
19 1197, and 1197.1.

20 29. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
21 other members of the CALIFORNIA CLASS with complete and accurate wage statements
22 which failed to show, among other things, the correct gross and net wages earned. Cal. Lab.
23 Code § 226 provides that every employer shall furnish each of his or her employees with an
24 accurate itemized wage statement in writing showing, among other things, gross wages
25 earned and all applicable hourly rates in effect during the pay period and the corresponding
26 amount of time worked at each hourly rate. PLAINTIFF and CALIFORNIA CLASS
27 Members were paid on an hourly basis. As such, the wage statements should reflect all
28 applicable hourly rates during the pay period and the total hours worked, and the applicable

1 pay period in which the wages were earned pursuant to California Labor Code Section
2 226(a). The wage statements DEFENDANT provided to PLAINTIFF and other
3 CALIFORNIA CLASS Members failed to identify such information. More specifically, the
4 wage statements failed to identify the accurate total hours worked each pay period. When
5 the hours shown on the wage statements were added up, they did not equal the actual total
6 hours worked during the pay period in violation of Cal. Lab. Code 226(a)(2). Aside, from
7 the violations listed above in this paragraph, DEFENDANT failed to issue to PLAINTIFF
8 an itemized wage statement that lists all the requirements under California Labor Code 226
9 *et seq.* As a result, DEFENDANT from time to time provided PLAINTIFF and the other
10 members of the CALIFORNIA CLASS with wage statements which violated Cal. Lab. Code
11 § 226.

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

16 in [I]n addition to, and entirely independent and apart from, any other penalty provided
17 this article, every person who fails to pay the wages of each employee as provided in
18 Sections. . . .204. . . shall be subject to a civil penalty as follows: (1) For any initial
19 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.

20 31. DEFENDANT from time to time failed to pay PLAINTIFF and members of
21 the CALIFORNIA LABOR SUB-CLASS Members within seven (7) days of the close of the
22 payroll period in accordance with Cal. Lab. Code § 204(d), including but not limited to for
23 the “Hourly” regular wage payments.

24 32. DEFENDANT underpaid sick pay wages to PLAINTIFF and other
25 CALIFORNIA CLASS Members by failing to pay such wages at the regular rate of pay in
26 violation of Cal. Lab. Code Section 246. Specifically, PLAINTIFF and other non-exempt
27 employees earn non-discretionary remuneration. Rather than pay sick pay at the regular rate
28

1 of pay, DEFENDANT underpaid sick pay to PLAINTIFF and other CALIFORNIA CLASS
2 Members at their base rates of pay.

3 33. Cal. Lab. Code Section 246(1)(2) requires that paid sick time for nonexempt
4 employees be calculated by dividing the employee's total wages, not including overtime
5 premium pay, by the employee's total hours worked in the full pay periods of the prior 90
6 days of employment.

7 34. DEFENDANT violated Cal. Lab. Code Section 246 by failing to pay sick pay
8 at the regular rate of pay. PLAINTIFF and CALIFORNIA CLASS Members routinely
9 earned non-discretionary incentive wages which increased their regular rate of pay.
10 However, when sick pay was paid, it was paid at the base rate of pay for PLAINTIFF and
11 members of the CALIFORNIA CLASS, as opposed to the correct, higher regular rate of pay,
12 as required under Cal. Lab. Code Section 246.

13 35. As a pattern and practice, DEFENDANT regularly failed to pay PLAINTIFF
14 and other members of the CALIFORNIA CLASS their correct wages and accordingly owe
15 waiting time penalties pursuant to Cal. Lab. Code Section 203. Further, PLAINTIFF is
16 informed and believes and based thereon alleges that such failure to pay sick pay at regular
17 rate was willful, such that PLAINTIFF and members of the CALIFORNIA CLASS whose
18 employment has separated are entitled to waiting time penalties pursuant to Cal. Lab. Code
19 Sections 201-203.

20 36. Pursuant to Cal. Lab. Code Section 221, "It shall be unlawful for any employer
21 to collect or receive from an employee any part of wages theretofore paid by said employer
22 to said employee." DEFENDANT failed to pay all compensation due to PLAINTIFF and
23 other CALIFORNIA LABOR SUB-CLASS Members, made unlawful deductions from
24 compensation payable to PLAINTIFF and CALIFORNIA LABOR SUB-CLASS Members,
25 failed to disclose all aspects of the deductions from compensation payable to PLAINTIFF
26 and CALIFORNIA LABOR SUB-CLASS Members, and thereby failed to pay these
27 employees all wages due at each applicable pay period and upon termination. PLAINTIFF
28

1 and members of the CALIFORNIA LABOR SUB-CLASS seek recovery of all illegal
2 deductions from wages according to proof, related penalties, interest, attorney fees and costs.

3 37. DEFENDANT intentionally and knowingly failed to reimburse and indemnify
4 PLAINTIFF and the other CALIFORNIA CLASS Members for required business expenses
5 incurred by the PLAINTIFF and other CALIFORNIA CLASS Members in direct
6 consequence of discharging their duties on behalf of DEFENDANT. Under California
7 Labor Code Section 2802, employers are required to indemnify employees for all expenses
8 incurred in the course and scope of their employment. Cal. Lab. Code § 2802 expressly
9 states that "an employer shall indemnify his or her employee for all necessary expenditures
10 or losses incurred by the employee in direct consequence of the discharge of his or her
11 duties, or of his or her obedience to the directions of the employer, even though unlawful,
12 unless the employee, at the time of obeying the directions, believed them to be unlawful."

13 38. In the course of their employment PLAINTIFF and other CALIFORNIA
14 CLASS Members as a business expense, were required by DEFENDANT to use their own
15 personal cellular phones as a result of and in furtherance of their job duties as employees for
16 DEFENDANT but are not reimbursed or indemnified by DEFENDANT for the cost
17 associated with the use of their personal cellular phones for DEFENDANT's benefit.
18 Specifically, PLAINTIFF and other CALIFORNIA CLASS Members were required by
19 DEFENDANT to use their personal cellular phones. As a result, in the course of their
20 employment with DEFENDANT, PLAINTIFF and other members of the CALIFORNIA
21 CLASS incurred unreimbursed business expenses which included, but were not limited to,
22 costs related to the use of their personal cellular phones all on behalf of and for the benefit
23 of DEFENDANT.

24 39. In violation of the applicable sections of the California Labor Code and the
25 requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order,
26 DEFENDANT as a matter of company policy, practice and procedure, intentionally,
27 knowingly and systematically failed to provide PLAINTIFF and the other Aggrieved
28

1 Employees suitable seating when the nature of these employees' work reasonably permitted
2 sitting.

3 40. DEFENDANT knew or should have known that PLAINTIFF and other
4 Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did
5 not interfere with the performance of their duties, and that DEFENDANT did not provide
6 suitable seating and/or did not allow them to sit when it did not interfere with the
7 performance of their duties.

8 41. By reason of this conduct applicable to PLAINTIFF and all Aggrieved
9 Employees, DEFENDANT violated California Labor Code Section 1198 and California
10 Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), Wage Order
11 4-2001, Section 14 by failing to provide suitable seats. PLAINTIFF seeks penalties on
12 behalf of PLAINTIFF and other Aggrieved Employees as provided herein. Providing
13 suitable seating is the DEFENDANT's burden. As a result of DEFENDANT's intentional
14 disregard of the obligation to meet this burden, DEFENDANT violated the California Labor
15 Code and regulations promulgated thereunder as herein alleged.

16 42. Specifically as to PLAINTIFF, DEFENDANT failed to provide all the legally
17 required off-duty meal and rest breaks to PLAINTIFF as required by the applicable Wage
18 Order and Labor Code and failed to pay PLAINTIFF all minimum and overtime wages due
19 to PLAINTIFF. DEFENDANT did not have a policy or practice which provided timely off-
20 duty meal and rest breaks to PLAINTIFF and also failed to compensate PLAINTIFF for
21 PLAINTIFF's missed meal and rest breaks. The nature of the work performed by the
22 PLAINTIFF did not prevent PLAINTIFF from being relieved of all of PLAINTIFF's duties
23 for the legally required off-duty meal periods. As a result, DEFENDANT's failure to
24 provide PLAINTIFF with the legally required meal periods is evidenced by DEFENDANT's
25 business records. The amount in controversy for PLAINTIFF individually does not exceed
26 the sum or value of \$75,000.

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

3

4
5
6
7
8
9
10
11
12
13
14
15
16
17
18

1 CLASS”) at any time during the period beginning four (4) years prior to the filing of this
2 Complaint and ending on the date as determined by the Court (the “CALIFORNIA CLASS
3 PERIOD”). The amount in controversy for the aggregate claim of CALIFORNIA CLASS
4 Members is under five million dollars (\$5,000,000.00).

5 46. To the extent equitable tolling operates to toll claims by the CALIFORNIA
6 CLASS against DEFENDANT, the CALIFORNIA CLASS PERIOD should be adjusted
7 accordingly.

8 47. DEFENDANT, as a matter of company policy, practice and procedure, and in
9 violation of the applicable Labor Code, Industrial Welfare Commission (“IWC”) Wage
10 Order requirements, and the applicable provisions of California law, intentionally,
11 knowingly, and wilfully, engaged in a practice whereby DEFENDANT failed to record all
12 meal and rest breaks missed by PLAINTIFF and other CALIFORNIA CLASS Members,
13 even though DEFENDANT enjoyed the benefit of this work, required employees to perform
14 this work and permits or suffers to permit this work.

15 48. DEFENDANT has the legal burden to establish that each and every
16 CALIFORNIA CLASS Member was paid accurately for all meal and rest breaks missed as
17 required by California laws. The DEFENDANT, however, as a matter of policy and
18 procedure failed to have in place during the CALIFORNIA CLASS PERIOD and still fails
19 to have in place a policy or practice to ensure that each and every CALIFORNIA CLASS
20 Member is paid as required by law. This common business practice is applicable to each
21 and every CALIFORNIA CLASS Member can be adjudicated on a class-wide basis as
22 unlawful, unfair, and/or deceptive under Cal. Business & Professions Code §§ 17200, *et seq.*
23 (the “UCL”) as causation, damages, and reliance are not elements of this claim.

24 49. The CALIFORNIA CLASS, is so numerous that joinder of all CALIFORNIA
25 CLASS Members is impracticable.

26 50. DEFENDANT violated the rights of the CALIFORNIA CLASS under
27 California law by:
28

- 1 (a) Committing an act of unfair competition in violation of , Cal. Bus. &
2 Prof. Code §§ 17200, *et seq.* (the "UCL"), by unlawfully, unfairly
3 and/or deceptively having in place company policies, practices and
4 procedures that failed to record and pay PLAINTIFF and the other
5 members of the CALIFORNIA CLASS for all time worked, including
6 minimum wages owed and overtime wages owed for work performed
7 by these employees; and,
8 (b) Committing an act of unfair competition in violation of the UCL, by
9 failing to provide the PLAINTIFF and the other members of the
10 CALIFORNIA CLASS with the legally required meal and rest periods.

11 51. This Class Action meets the statutory prerequisites for the maintenance of a
12 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 13 (a) The persons who comprise the CALIFORNIA CLASS are so numerous
14 that the joinder of all such persons is impracticable and the disposition
15 of their claims as a class will benefit the parties and the Court;
16 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
17 issues that are raised in this Complaint are common to the
18 CALIFORNIA CLASS will apply to every member of the
19 CALIFORNIA CLASS;
20 (c) The claims of the representative PLAINTIFF are typical of the claims
21 of each member of the CALIFORNIA CLASS. PLAINTIFF, like all
22 the other members of the CALIFORNIA CLASS, was classified as a
23 non-exempt employee paid on an hourly basis who was subjected to the
24 DEFENDANT's deceptive practice and policy which failed to provide
25 the legally required meal and rest periods to the CALIFORNIA CLASS
26 and thereby underpaid compensation to PLAINTIFF and
27 CALIFORNIA CLASS. PLAINTIFF sustained economic injury as a
28 result of DEFENDANT's employment practices. PLAINTIFF and the

1 members of the CALIFORNIA CLASS were and are similarly or
2 identically harmed by the same unlawful, deceptive and unfair
3 misconduct engaged in by DEFENDANT; and,

- 4 (d) The representative PLAINTIFF will fairly and adequately represent and
5 protect the interest of the CALIFORNIA CLASS, and has retained
6 counsel who are competent and experienced in Class Action litigation.
7 There are no material conflicts between the claims of the representative
8 PLAINTIFF and the members of the CALIFORNIA CLASS that would
9 make class certification inappropriate. Counsel for the CALIFORNIA
10 CLASS will vigorously assert the claims of all CALIFORNIA CLASS
11 Members.

12 52. In addition to meeting the statutory prerequisites to a Class Action, this action
13 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

- 14 (a) Without class certification and determination of declaratory, injunctive,
15 statutory and other legal questions within the class format, prosecution
16 of separate actions by individual members of the CALIFORNIA
17 CLASS will create the risk of:

- 18 1) Inconsistent or varying adjudications with respect to individual
19 members of the CALIFORNIA CLASS which would establish
20 incompatible standards of conduct for the parties opposing the
21 CALIFORNIA CLASS; and/or,
22 2) Adjudication with respect to individual members of the
23 CALIFORNIA CLASS which would as a practical matter be
24 dispositive of interests of the other members not party to the
25 adjudication or substantially impair or impede their ability to
26 protect their interests.

- 27 (b) The parties opposing the CALIFORNIA CLASS have acted or refused
28 to act on grounds generally applicable to the CALIFORNIA CLASS,

1 making appropriate class-wide relief with respect to the CALIFORNIA
2 CLASS as a whole in that DEFENDANT failed to pay all wages due to
3 members of the CALIFORNIA CLASS as required by law;

4 1) With respect to the First Cause of Action, the final relief on
5 behalf of the CALIFORNIA CLASS sought does not relate
6 exclusively to restitution because through this claim
7 PLAINTIFF seeks declaratory relief holding that the
8 DEFENDANT's policy and practices constitute unfair
9 competition, along with declaratory relief, injunctive relief, and
10 incidental equitable relief as may be necessary to prevent and
11 remedy the conduct declared to constitute unfair competition;

12 (c) Common questions of law and fact exist as to the members of the
13 CALIFORNIA CLASS, with respect to the practices and violations of
14 California law as listed above, and predominate over any question
15 affecting only individual CALIFORNIA CLASS Members, and a Class
16 Action is superior to other available methods for the fair and efficient
17 adjudication of the controversy, including consideration of:

18 1) The interests of the members of the CALIFORNIA CLASS in
19 individually controlling the prosecution or defense of separate
20 actions in that the substantial expense of individual actions will
21 be avoided to recover the relatively small amount of economic
22 losses sustained by the individual CALIFORNIA CLASS
23 Members when compared to the substantial expense and burden
24 of individual prosecution of this litigation;

25 2) Class certification will obviate the need for unduly duplicative
26 litigation that would create the risk of:

27 A. Inconsistent or varying adjudications with respect to
28 individual members of the CALIFORNIA CLASS, which

1 would establish incompatible standards of conduct for the
2 DEFENDANT; and/or,

3 B. Adjudications with respect to individual members of the
4 CALIFORNIA CLASS would as a practical matter be
5 dispositive of the interests of the other members not
6 parties to the adjudication or substantially impair or
7 impede their ability to protect their interests;

8 3) In the context of wage litigation because a substantial number of
9 individual CALIFORNIA CLASS Members will avoid asserting
10 their legal rights out of fear of retaliation by DEFENDANT,
11 which may adversely affect an individual's job with
12 DEFENDANT or with a subsequent employer, the Class Action
13 is the only means to assert their claims through a representative;
14 and,

15 4) A class action is superior to other available methods for the fair
16 and efficient adjudication of this litigation because class
17 treatment will obviate the need for unduly and unnecessary
18 duplicative litigation that is likely to result in the absence of
19 certification of this action pursuant to Cal. Code of Civ. Proc. §
20 382.

21 53. This Court should permit this action to be maintained as a Class Action
22 pursuant to Cal. Code of Civ. Proc. § 382 because:

23 (a) The questions of law and fact common to the CALIFORNIA CLASS
24 predominate over any question affecting only individual CALIFORNIA
25 CLASS Members because the DEFENDANT's employment practices
26 are applied with respect to the CALIFORNIA CLASS;

27 (b) A Class Action is superior to any other available method for the fair
28 and efficient adjudication of the claims of the members of the

1 CALIFORNIA CLASS because in the context of employment litigation
2 a substantial number of individual CALIFORNIA CLASS Members
3 will avoid asserting their rights individually out of fear of retaliation or
4 adverse impact on their employment;

5 (c) The members of the CALIFORNIA CLASS are so numerous that it is
6 impractical to bring all members of the CALIFORNIA CLASS before
7 the Court;

8 (d) PLAINTIFF, and the other CALIFORNIA CLASS Members, will not
9 be able to obtain effective and economic legal redress unless the action
10 is maintained as a Class Action;

11 (e) There is a community of interest in obtaining appropriate legal and
12 equitable relief for the acts of unfair competition, statutory violations
13 and other improprieties, and in obtaining adequate compensation for
14 the damages and injuries which DEFENDANT's actions have inflicted
15 upon the CALIFORNIA CLASS;

16 (f) There is a community of interest in ensuring that the combined assets of
17 DEFENDANT are sufficient to adequately compensate the members of
18 the CALIFORNIA CLASS for the injuries sustained;

19 (g) DEFENDANT has acted or refused to act on grounds generally
20 applicable to the CALIFORNIA CLASS, thereby making final class-
21 wide relief appropriate with respect to the CALIFORNIA CLASS as a
22 whole;

23 (h) The members of the CALIFORNIA CLASS are readily ascertainable
24 from the business records of DEFENDANT; and,

25 (i) Class treatment provides manageable judicial treatment calculated to
26 bring a efficient and rapid conclusion to all litigation of all wage and
27 hour related claims arising out of the conduct of DEFENDANT as to
28 the members of the CALIFORNIA CLASS.

1 54. DEFENDANT maintains records from which the Court can ascertain and
2 identify by job title each of DEFENDANT's employees who have been intentionally
3 subjected to DEFENDANT's company policy, practices and procedures as herein alleged.
4 PLAINTIFF will seek leave to amend the Complaint to include any additional job titles of
5 similarly situated employees when they have been identified.

6
7 **THE CALIFORNIA LABOR SUB-CLASS**

8 55. PLAINTIFF further brings the Second, Third, Fourth, Fifth, Sixth, Seventh
9 and Eighth causes Action on behalf of a California sub-class, defined as all members of the
10 CALIFORNIA CLASS who are or previously were employed by KHRG Employer, LLC
11 and/or Kimpton Hotel & Restaurant Group, LLC and/or KHRG Argyle LLC and/or KHRG
12 Canary, LLC and/or KHRG Wilshire LLC and/or KHRG Westwood, LLC and/or KHRG Sutter
13 Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC and/or KHRG SF Wharf U2 LLC
14 and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or KHRG NPC LLC and/or KHRG
15 LA Peer LLC and/or KHRG Huntington Beach LLC in California, including any employees
16 staffed with KHRG Employer, LLC and/or Kimpton Hotel & Restaurant Group, LLC and/or
17 KHRG Argyle LLC and/or KHRG Canary, LLC and/or KHRG Wilshire LLC and/or KHRG
18 Westwood, LLC and/or KHRG Sutter Union LLC and/or KHRG Sutter LLC and/or KHRG SFD LLC
19 and/or KHRG SF Wharf U2 LLC and/or KHRG SF Wharf LLC and/or KHRG Sacramento LLC and/or
20 KHRG NPC LLC and/or KHRG LA Peer LLC and/or KHRG Huntington Beach LLC by a third party,
21 and classified as non-exempt employees (the "CALIFORNIA LABOR SUB-CLASS") at
22 any time during the period three (3) years prior to the filing of the complaint and ending on
23 the date as determined by the Court (the "CALIFORNIA LABOR SUB-CLASS PERIOD")
24 pursuant to Cal. Code of Civ. Proc. § 382. The amount in controversy for the aggregate
25 claim of CALIFORNIA LABOR SUB-CLASS Members is under five million dollars
26 (\$5,000,000.00).

27 56. DEFENDANT, in violation of the applicable Labor Code, Industrial Welfare
28 Commission ("IWC") Wage Order requirements, and the applicable provisions of California

1 law, intentionally, knowingly, and wilfully, engaged in a practice whereby DEFENDANT
2 failed to correctly calculate compensation for the time worked by PLAINTIFF and the other
3 members of the CALIFORNIA LABOR SUB-CLASS and reporting time wages owed to
4 these employees, even though DEFENDANT enjoyed the benefit of this work, required
5 employees to perform this work and permitted or suffered to permit this work.
6 DEFENDANT has denied these CALIFORNIA LABOR SUB-CLASS Members wages to
7 which these employees are entitled in order to unfairly cheat the competition and unlawfully
8 profit. To the extent equitable tolling operates to toll claims by the CALIFORNIA LABOR
9 SUB-CLASS against DEFENDANT, the CALIFORNIA LABOR SUB-CLASS PERIOD
10 should be adjusted accordingly.

11 57. DEFENDANT maintains records from which the Court can ascertain and
12 identify by name and job title, each of DEFENDANT's employees who have been
13 intentionally subjected to DEFENDANT's company policy, practices and procedures as
14 herein alleged. PLAINTIFF will seek leave to amend the complaint to include any
15 additional job titles of similarly situated employees when they have been identified.

16 58. The CALIFORNIA LABOR SUB-CLASS is so numerous that joinder of all
17 CALIFORNIA LABOR SUB-CLASS Members is impracticable.

18 59. Common questions of law and fact exist as to members of the CALIFORNIA
19 LABOR SUB-CLASS, including, but not limited, to the following:

- 20 (a) Whether DEFENDANT unlawfully failed to correctly calculate and pay
21 compensation due to members of the CALIFORNIA LABOR SUB-
22 CLASS for missed meal and rest breaks in violation of the California
23 Labor Code and California regulations and the applicable California
24 Wage Order;
- 25 (b) Whether DEFENDANT failed to provide the PLAINTIFF and the other
26 members of the CALIFORNIA LABOR SUB-CLASS with accurate
27 itemized wage statements;
28

- 1 (c) Whether DEFENDANT has engaged in unfair competition by the
2 above-listed conduct;
- 3 (d) The proper measure of damages and penalties owed to the members of
4 the CALIFORNIA LABOR SUB-CLASS; and,
- 5 (e) Whether DEFENDANT's conduct was willful.

6 60. DEFENDANT violated the rights of the CALIFORNIA LABOR SUB-
7 CLASS under California law by:

- 8 (a) Violating Cal. Lab. Code § 510, by failing to correctly pay the
9 PLAINTIFF and the members of the CALIFORNIA LABOR SUB-
10 CLASS all wages due for overtime worked, for which DEFENDANT is
11 liable pursuant to Cal. Lab. Code § 1194;
- 12 (b) Violating Cal. Lab. Code §§ 1194, 1197 & 1197.1 *et seq.*, by failing to
13 accurately pay PLAINTIFF and the members of the CALIFORNIA
14 LABOR SUB-CLASS the correct minimum wage pay for which
15 DEFENDANT is liable pursuant to Cal. Lab. Code §§ 1194 and 1197;
- 16 (c) Violating Cal. Lab. Code § 226, by failing to provide PLAINTIFF and
17 the members of the CALIFORNIA LABOR SUB-CLASS with an
18 accurate itemized statement in writing showing the corresponding
19 correct amount of wages earned by the employee;
- 20 (d) Violating Cal. Lab. Code §§ 226.7 and 512, by failing to provide
21 PLAINTIFF and the other members of the CALIFORNIA LABOR
22 SUB-CLASS with all legally required off-duty, uninterrupted thirty
23 (30) minute meal breaks and the legally required off-duty rest breaks;
- 24 (e) Violating Cal. Lab. Code §§ 201, 202 and/or 203, which provides that
25 when an employee is discharged or quits from employment, the
26 employer must pay the employee all wages due without abatement, by
27 failing to tender full payment and/or restitution of wages owed or in the
28 manner required by California law to the members of the

1 CALIFORNIA LABOR SUB-CLASS who have terminated their
2 employment; and,

- 3 (f) Violating Cal. Lab. Code § 2802 by failing to reimburse PLAINTIFF
4 and the CALIFORNIA LABOR SUB-CLASS members with necessary
5 expenses incurred in the discharge of their job duties.

6 61. This Class Action meets the statutory prerequisites for the maintenance of a
7 Class Action as set forth in Cal. Code of Civ. Proc. § 382, in that:

- 8 (a) The persons who comprise the CALIFORNIA LABOR SUB-CLASS
9 are so numerous that the joinder of all CALIFORNIA LABOR SUB-
10 CLASS Members is impracticable and the disposition of their claims as
11 a class will benefit the parties and the Court;
- 12 (b) Nearly all factual, legal, statutory, declaratory and injunctive relief
13 issues that are raised in this Complaint are common to the
14 CALIFORNIA LABOR SUB-CLASS and will apply to every member
15 of the CALIFORNIA LABOR SUB-CLASS;
- 16 (c) The claims of the representative PLAINTIFF are typical of the claims
17 of each member of the CALIFORNIA LABOR SUB-CLASS.
18 PLAINTIFF, like all the other members of the CALIFORNIA LABOR
19 SUB-CLASS, was a non-exempt employee paid on an hourly basis who
20 was subjected to the DEFENDANT's practice and policy which failed
21 to pay the correct amount of wages due to the CALIFORNIA LABOR
22 SUB-CLASS. PLAINTIFF sustained economic injury as a result of
23 DEFENDANT's employment practices. PLAINTIFF and the members
24 of the CALIFORNIA LABOR SUB-CLASS were and are similarly or
25 identically harmed by the same unlawful, deceptive, and unfair
26 misconduct engaged in by DEFENDANT; and,
- 27 (d) The representative PLAINTIFF will fairly and adequately represent and
28 protect the interest of the CALIFORNIA LABOR SUB-CLASS, and

1 has retained counsel who are competent and experienced in Class
2 Action litigation. There are no material conflicts between the claims of
3 the representative PLAINTIFF and the members of the CALIFORNIA
4 LABOR SUB-CLASS that would make class certification
5 inappropriate. Counsel for the CALIFORNIA LABOR SUB-CLASS
6 will vigorously assert the claims of all CALIFORNIA LABOR SUB-
7 CLASS Members.

8 62. In addition to meeting the statutory prerequisites to a Class Action, this action
9 is properly maintained as a Class Action pursuant to Cal. Code of Civ. Proc. § 382, in that:

10 (a) Without class certification and determination of declaratory, injunctive,
11 statutory and other legal questions within the class format, prosecution
12 of separate actions by individual members of the CALIFORNIA
13 LABOR SUB-CLASS will create the risk of:

- 14 1) Inconsistent or varying adjudications with respect to individual
15 members of the CALIFORNIA LABOR SUB-CLASS which
16 would establish incompatible standards of conduct for the
17 parties opposing the CALIFORNIA LABOR SUB-CLASS; or,
18 2) Adjudication with respect to individual members of the
19 CALIFORNIA LABOR SUB-CLASS which would as a
20 practical matter be dispositive of interests of the other members
21 not party to the adjudication or substantially impair or impede
22 their ability to protect their interests.

23 (b) The parties opposing the CALIFORNIA LABOR SUB-CLASS have
24 acted or refused to act on grounds generally applicable to the
25 CALIFORNIA LABOR SUB-CLASS, making appropriate class-wide
26 relief with respect to the CALIFORNIA LABOR SUB-CLASS as a
27 whole in that DEFENDANT fails to pay all wages due. Including the
28

1 correct wages for all time worked by the members of the
2 CALIFORNIA LABOR SUB-CLASS as required by law;

3 (c) Common questions of law and fact predominate as to the members of
4 the CALIFORNIA LABOR SUB-CLASS, with respect to the practices
5 and violations of California Law as listed above, and predominate over
6 any question affecting only individual CALIFORNIA LABOR SUB-
7 CLASS Members, and a Class Action is superior to other available
8 methods for the fair and efficient adjudication of the controversy,
9 including consideration of:

- 10 1) The interests of the members of the CALIFORNIA LABOR
11 SUB-CLASS in individually controlling the prosecution or
12 defense of separate actions in that the substantial expense of
13 individual actions will be avoided to recover the relatively small
14 amount of economic losses sustained by the individual
15 CALIFORNIA LABOR SUB-CLASS Members when compared
16 to the substantial expense and burden of individual prosecution
17 of this litigation;
- 18 2) Class certification will obviate the need for unduly duplicative
19 litigation that would create the risk of:
 - 20 A. Inconsistent or varying adjudications with respect to
21 individual members of the CALIFORNIA LABOR SUB-
22 CLASS, which would establish incompatible standards of
23 conduct for the DEFENDANT; and/or,
 - 24 B. Adjudications with respect to individual members of the
25 CALIFORNIA LABOR SUB-CLASS would as a
26 practical matter be dispositive of the interests of the other
27 members not parties to the adjudication or substantially
28 impair or impede their ability to protect their interests;

- 1 3) In the context of wage litigation because a substantial number of
2 individual CALIFORNIA LABOR SUB-CLASS Members will
3 avoid asserting their legal rights out of fear of retaliation by
4 DEFENDANT, which may adversely affect an individual's job
5 with DEFENDANT or with a subsequent employer, the Class
6 Action is the only means to assert their claims through a
7 representative; and,
- 8 4) A class action is superior to other available methods for the fair
9 and efficient adjudication of this litigation because class
10 treatment will obviate the need for unduly and unnecessary
11 duplicative litigation that is likely to result in the absence of
12 certification of this action pursuant to Cal. Code of Civ. Proc. §
13 382.

14 63. This Court should permit this action to be maintained as a Class Action
15 pursuant to Cal. Code of Civ. Proc. § 382 because:

- 16 (a) The questions of law and fact common to the CALIFORNIA LABOR
17 SUB-CLASS predominate over any question affecting only individual
18 CALIFORNIA LABOR SUB-CLASS Members;
- 19 (b) A Class Action is superior to any other available method for the fair
20 and efficient adjudication of the claims of the members of the
21 CALIFORNIA LABOR SUB-CLASS because in the context of
22 employment litigation a substantial number of individual
23 CALIFORNIA LABOR SUB-CLASS Members will avoid asserting
24 their rights individually out of fear of retaliation or adverse impact on
25 their employment;
- 26 (c) The members of the CALIFORNIA LABOR SUB-CLASS are so
27 numerous that it is impractical to bring all members of the
28 CALIFORNIA LABOR SUB-CLASS before the Court;

- 1 (d) PLAINTIFF, and the other CALIFORNIA LABOR SUB-CLASS
2 Members, will not be able to obtain effective and economic legal
3 redress unless the action is maintained as a Class Action;
- 4 (e) There is a community of interest in obtaining appropriate legal and
5 equitable relief for the acts of unfair competition, statutory violations
6 and other improprieties, and in obtaining adequate compensation for
7 the damages and injuries which DEFENDANT's actions have inflicted
8 upon the CALIFORNIA LABOR SUB-CLASS;
- 9 (f) There is a community of interest in ensuring that the combined assets of
10 DEFENDANT are sufficient to adequately compensate the members of
11 the CALIFORNIA LABOR SUB-CLASS for the injuries sustained;
- 12 (g) DEFENDANT has acted or refused to act on grounds generally
13 applicable to the CALIFORNIA LABOR SUB-CLASS, thereby
14 making final class-wide relief appropriate with respect to the
15 CALIFORNIA LABOR SUB-CLASS as a whole;
- 16 (h) The members of the CALIFORNIA LABOR SUB-CLASS are readily
17 ascertainable from the business records of DEFENDANT. The
18 CALIFORNIA LABOR SUB-CLASS consists of all CALIFORNIA
19 CLASS Members who worked for DEFENDANT in California at any
20 time during the CALIFORNIA LABOR SUB-CLASS PERIOD; and,
- 21 (i) Class treatment provides manageable judicial treatment calculated to
22 bring a efficient and rapid conclusion to all litigation of all wage and
23 hour related claims arising out of the conduct of DEFENDANT as to
24 the members of the CALIFORNIA LABOR SUB-CLASS.

25 ///

26 ///

27 ///

28 ///

1 **FIRST CAUSE OF ACTION**

2 **For Unlawful Business Practices**

3 **[Cal. Bus. And Prof. Code §§ 17200, *et seq.*]**

4 **(By PLAINTIFF and the CALIFORNIA CLASS and Against All Defendants)**

5 64. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege
6 and incorporate by this reference, as though fully set forth herein, the prior paragraphs of
7 this Complaint.

8 65. DEFENDANT is a “person” as that term is defined under Cal. Bus. and Prof.
9 Code § 17021.

10 66. California Business & Professions Code §§ 17200, *et seq.* (the “UCL”)
11 defines unfair competition as any unlawful, unfair, or fraudulent business act or practice.
12 Section 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to
13 unfair competition as follows:

14 Any person who engages, has engaged, or proposes to engage in unfair
15 competition may be enjoined in any court of competent jurisdiction. The court
16 may make such orders or judgments, including the appointment of a receiver,
17 as may be necessary to prevent the use or employment by any person of any
18 practice which constitutes unfair competition, as defined in this chapter, or as
19 may be necessary to restore to any person in interest any money or property,
20 real or personal, which may have been acquired by means of such unfair
21 competition.

22 Cal. Bus. & Prof. Code § 17203.

23 67. By the conduct alleged herein, DEFENDANT has engaged and continues to
24 engage in a business practice which violates California law, including but not limited to, the
25 applicable Industrial Wage Order(s), the California Code of Regulations and the California
26 Labor Code including Sections 204, 210, 221, 226.7, 246, 510, 512, 1194, 1197, 1197.1,
27 1198, 2802 and the Fair Labor Standards Act and federal regulations promulgated
28 thereunder, for which this Court should issue declaratory and other equitable relief pursuant
to Cal. Bus. & Prof. Code § 17203 as may be necessary to prevent and remedy the conduct
held to constitute unfair competition, including restitution of wages wrongfully withheld.

1 68. By the conduct alleged herein, DEFENDANT's practices were unlawful and
2 unfair in that these practices violate public policy, were immoral, unethical, oppressive,
3 unscrupulous or substantially injurious to employees, and were without valid justification or
4 utility for which this Court should issue equitable and injunctive relief pursuant to Section
5 17203 of the California Business & Professions Code, including restitution of wages
6 wrongfully withheld.

7 69. By the conduct alleged herein, DEFENDANT's practices were deceptive and
8 fraudulent in that DEFENDANT's policy and practice failed to provide the legally mandated
9 meal and rest periods, the required amount of compensation for missed meal and rest
10 periods and overtime and minimum wages owed, failed to timely pay wages, and failed to
11 reimburse all necessary business expenses incurred, and failed to provide Fair Labor
12 Standards Act overtime wages due for overtime worked as a result of failing to include non-
13 discretionary incentive compensation into their regular rates of pay for purposes of
14 computing the proper overtime pay due to a business practice that cannot be justified,
15 pursuant to the applicable Cal. Lab. Code, and Industrial Welfare Commission requirements
16 in violation of Cal. Bus. Code §§ 17200, *et seq.*, and for which this Court should issue
17 injunctive and equitable relief, pursuant to Cal. Bus. & Prof. Code § 17203, including
18 restitution of wages wrongfully withheld.

19 70. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
20 unfair and deceptive in that DEFENDANT's employment practices caused PLAINTIFF and
21 the other members of the CALIFORNIA CLASS to be underpaid during their employment
22 with DEFENDANT.

23 71. By the conduct alleged herein, DEFENDANT's practices were also unlawful,
24 unfair and deceptive in that DEFENDANT's policies, practices and procedures failed to
25 provide all legally required meal breaks to PLAINTIFF and the other members of the
26 CALIFORNIA CLASS as required by Cal. Lab. Code §§ 226.7 and 512.

27 72. Therefore, PLAINTIFF demands on behalf of herself and on behalf of each
28 CALIFORNIA CLASS Member, one (1) hour of pay for each workday in which an off-duty

1 meal period was not timely provided for each five (5) hours of work, and/or one (1) hour of
2 pay for each workday in which a second off-duty meal period was not timely provided for
3 each ten (10) hours of work.

4 73. PLAINTIFF further demands on behalf of herself and each member of the
5 CALIFORNIA LABOR SUB-CLASS, one (1) hour of pay for each workday in which an off
6 duty paid rest period was not timely provided as required by law.

7 74. By and through the unlawful and unfair business practices described herein,
8 DEFENDANT has obtained valuable property, money and services from PLAINTIFF and
9 the other members of the CALIFORNIA CLASS, including earned wages for all time
10 worked, and has deprived them of valuable rights and benefits guaranteed by law and
11 contract, all to the detriment of these employees and to the benefit of DEFENDANT so as to
12 allow DEFENDANT to unfairly compete against competitors who comply with the law.

13 75. All the acts described herein as violations of, among other things, the
14 Industrial Welfare Commission Wage Orders, the California Code of Regulations, and the
15 California Labor Code, were unlawful and in violation of public policy, were immoral,
16 unethical, oppressive and unscrupulous, were deceptive, and thereby constitute unlawful,
17 unfair and deceptive business practices in violation of Cal. Bus. & Prof. Code §§ 17200, *et*
18 *seq.*

19 76. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled
20 to, and do, seek such relief as may be necessary to restore to them the money and property
21 which DEFENDANT has acquired, or of which PLAINTIFF and the other members of the
22 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and
23 unfair business practices, including earned but unpaid wages for all time worked.

24 77. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
25 entitled to, and do, seek a declaration that the described business practices are unlawful,
26 unfair and deceptive, and that injunctive relief should be issued restraining DEFENDANT
27 from engaging in any unlawful and unfair business practices in the future.

78. PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy and/or adequate remedy at law that will end the unlawful and unfair business practices of DEFENDANT. Further, the practices herein alleged presently continue to occur unabated. As a result of the unlawful and unfair business practices described herein, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal and economic harm unless DEFENDANT is restrained from continuing to engage in these unlawful and unfair business practices.

SECOND CAUSE OF ACTION

For Failure To Pay Minimum Wages

[Cal. Lab. Code §§ 1194, 1197 and 1197.1]

(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS

and Against All Defendants)

79. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this Complaint.

80. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS bring a claim for DEFENDANT's willful and intentional violations of the California Labor Code and the Industrial Welfare Commission requirements for DEFENDANT's failure to accurately calculate and pay minimum wages to PLAINTIFF and CALIFORNIA CLASS Members.

81. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and public policy, an employer must timely pay its employees for all hours worked.

82. Cal. Lab. Code § 1197 provides 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.

1 83. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid
2 wages, including minimum wage compensation and interest thereon, together with the costs
3 of suit.

4 84. DEFENDANT maintained a wage practice of paying PLAINTIFF and the
5 other members of the CALIFORNIA LABOR SUB-CLASS without regard to the correct
6 amount of time they work. As set forth herein, DEFENDANT's policy and practice was to
7 unlawfully and intentionally deny timely payment of wages due to PLAINTIFF and the
8 other members of the CALIFORNIA LABOR SUB-CLASS.

9 85. DEFENDANT's unlawful wage and hour practices manifested, without
10 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
11 implementing a policy and practice that denies accurate compensation to PLAINTIFF and
12 the other members of the CALIFORNIA LABOR SUB-CLASS in regards to minimum
13 wage pay.

14 86. In committing these violations of the California Labor Code, DEFENDANT
15 inaccurately calculated the correct time worked and consequently underpaid the actual time
16 worked by PLAINTIFF and other members of the CALIFORNIA LABOR SUB-CLASS.
17 DEFENDANT acted in an illegal attempt to avoid the payment of all earned wages, and
18 other benefits in violation of the California Labor Code, the Industrial Welfare Commission
19 requirements and other applicable laws and regulations.

20 87. As a direct result of DEFENDANT's unlawful wage practices as alleged
21 herein, PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS did
22 not receive the correct minimum wage compensation for their time worked for
23 DEFENDANT.

24 88. During the CALIFORNIA LABOR SUB-CLASS PERIOD, DEFENDANT
25 required, permitted or suffered PLAINTIFF and CALIFORNIA LABOR SUB-CLASS
26 Members to work without paying them for all the time they were under DEFENDANT's
27 control. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and the
28

1 other members of the CALIFORNIA LABOR SUB-CLASS were paid less for time worked
2 that they were entitled to, constituting a failure to pay all earned wages.

3 89. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
4 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
5 CLASS for the true time they worked, PLAINTIFF and the other members of the
6 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an
7 economic injury in amounts which are presently unknown to them and which will be
8 ascertained according to proof at trial.

9 90. DEFENDANT knew or should have known that PLAINTIFF and the other
10 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for their
11 time worked. DEFENDANT elected, either through intentional malfeasance or gross
12 nonfeasance, to not pay employees for their labor as a matter of company policy, practice
13 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF
14 and the other members of the CALIFORNIA LABOR SUB-CLASS the correct minimum
15 wages for their time worked.

16 91. In performing the acts and practices herein alleged in violation of California
17 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
18 CLASS for all time worked and provide them with the requisite compensation,
19 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously
20 toward PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
21 with a conscious and utter disregard for their legal rights, or the consequences to them, and
22 with the despicable intent of depriving them of their property and legal rights, and otherwise
23 causing them injury in order to increase company profits at the expense of these employees.

24 92. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
25 CLASS therefore request recovery of all unpaid wages, according to proof, interest,
26 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT,
27 in a sum as provided by the California Labor Code and/or other applicable statutes. To the
28 extent minimum wage compensation is determined to be owed to the CALIFORNIA

1 LABOR SUB-CLASS Members who have terminated their employment, DEFENDANT's
2 conduct also violates Labor Code §§ 201 and/or 202, and therefore these individuals are also
3 be entitled to waiting time penalties under Cal. Lab. Code § 203, which penalties are sought
4 herein on behalf of these CALIFORNIA LABOR SUB-CLASS Members. DEFENDANT's
5 conduct as alleged herein was willful, intentional and not in good faith. Further,
6 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members are entitled to seek
7 and recover statutory costs.

8
9 **THIRD CAUSE OF ACTION**

10 **For Failure To Pay Overtime Compensation**

11 **[Cal. Lab. Code § 510]**

12 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
13 **Defendants)**

14 93. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
15 CLASS, reallege and incorporate by this reference, as though full set forth herein, the prior
16 paragraphs of this Complaint.

17 94. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
18 CLASS bring a claim for DEFENDANT's willful and intentional violations of the
19 California Labor Code and the Industrial Welfare Commission requirements for
20 DEFENDANT's failure to pay these employees for all overtime worked, including, work
21 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday,
22 and/or forty (40) hours in any workweek.

23 95. Pursuant to Cal. Lab. Code § 204, other applicable laws and regulations, and
24 public policy, an employer must timely pay its employees for all hours worked.

25 96. Cal. Lab. Code § 510 further provides that employees in California shall not
26 be employed more than eight (8) hours per workday and more than forty (40) hours per
27 workweek unless they receive additional compensation beyond their regular wages in
28 amounts specified by law.

1 97. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid
2 wages, including minimum wage and overtime compensation and interest thereon, together
3 with the costs of suit. Cal. Lab. Code § 1198 further states that the employment of an
4 employee for longer hours than those fixed by the Industrial Welfare Commission is
5 unlawful.

6 98. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
7 CALIFORNIA LABOR SUB-CLASS Members were required, permitted or suffered by
8 DEFENDANT to work for DEFENDANT and were not paid for all the time they worked,
9 including overtime work.

10 99. DEFENDANT's unlawful wage and hour practices manifested, without
11 limitation, applicable to the CALIFORNIA LABOR SUB-CLASS as a whole, as a result of
12 implementing a policy and practice that failed to accurately record overtime worked by
13 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members and denied accurate
14 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
15 CLASS for overtime worked, including, the overtime work performed in excess of eight (8)
16 hours in a workday, and/or twelve (12) hours in a workday, and/or forty (40) hours in any
17 workweek.

18 100. In committing these violations of the California Labor Code, DEFENDANT
19 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
20 PLAINTIFF and other CALIFORNIA LABOR-SUB CLASS Members. DEFENDANT
21 acted in an illegal attempt to avoid the payment of all earned wages, and other benefits in
22 violation of the California Labor Code, the Industrial Welfare Commission requirements
23 and other applicable laws and regulations. As a direct result of DEFENDANT's unlawful
24 wage practices as alleged herein, the PLAINTIFF and the other members of the
25 CALIFORNIA LABOR SUB-CLASS did not receive full compensation for overtime
26 worked.

27 101. Cal. Lab. Code § 515 sets out various categories of employees who are exempt
28

1 from the overtime requirements of the law. None of these exemptions are applicable to the
2 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS. Further,
3 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS were not
4 subject to a valid collective bargaining agreement that would preclude the causes of action
5 contained herein this Complaint. Rather, PLAINTIFF brings this Action on behalf of
6 herself and the CALIFORNIA LABOR SUB-CLASS based on DEFENDANT's violations
7 of non-negotiable, non-waiveable rights provided by the State of California.

8 102. During the CALIFORNIA LABOR SUB-CLASS PERIOD, PLAINTIFF and
9 the other members of the CALIFORNIA LABOR SUB-CLASS have been paid less for
10 overtime worked that they are entitled to, constituting a failure to pay all earned wages.

11 103. DEFENDANT failed to accurately pay the PLAINTIFF and the other
12 members of the CALIFORNIA LABOR SUB-CLASS overtime wages for the time they
13 worked which was in excess of the maximum hours permissible by law as required by Cal.
14 Lab. Code §§ 510, 1194 & 1198, even though PLAINTIFF and the other members of the
15 CALIFORNIA LABOR SUB-CLASS were required to work, and did in fact work, overtime
16 as to which DEFENDANT failed to accurately record and pay as evidenced by
17 DEFENDANT's business records and witnessed by employees.

18 104. By virtue of DEFENDANT's unlawful failure to accurately pay all earned
19 compensation to PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
20 CLASS for the true amount of time they worked, PLAINTIFF and the other members of the
21 CALIFORNIA LABOR SUB-CLASS have suffered and will continue to suffer an
22 economic injury in amounts which are presently unknown to them and which will be
23 ascertained according to proof at trial.

24 105. DEFENDANT knew or should have known that PLAINTIFF and the other
25 members of the CALIFORNIA LABOR SUB-CLASS were under compensated for all
26 overtime worked. DEFENDANT elected, either through intentional malfeasance or gross
27 nonfeasance, to not pay employees for their labor as a matter of company policy, practice
28

1 and procedure, and DEFENDANT perpetrated this scheme by refusing to pay PLAINTIFF
2 and the other members of the CALIFORNIA LABOR SUB-CLASS for overtime worked.

3 106. In performing the acts and practices herein alleged in violation of California
4 labor laws, and refusing to compensate the members of the CALIFORNIA LABOR SUB-
5 CLASS for all overtime worked and provide them with the requisite overtime compensation,
6 DEFENDANT acted and continues to act intentionally, oppressively, and maliciously
7 toward PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS
8 with a conscious of and utter disregard for their legal rights, or the consequences to them,
9 and with the despicable intent of depriving them of their property and legal rights, and
10 otherwise causing them injury in order to increase company profits at the expense of these
11 employees.

12 107. PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
13 CLASS therefore request recovery of all overtime wages, according to proof, interest,
14 statutory costs, as well as the assessment of any statutory penalties against DEFENDANT,
15 in a sum as provided by the California Labor Code and/or other applicable statutes. To the
16 extent minimum and/or overtime compensation is determined to be owed to the
17 CALIFORNIA LABOR SUB-CLASS Members who have terminated their employment,
18 DEFENDANT's conduct also violates Labor Code §§ 201 and/or 202, and therefore these
19 individuals are also be entitled to waiting time penalties under Cal. Lab. Code § 203, which
20 penalties are sought herein on behalf of these CALIFORNIA LABOR SUB-CLASS
21 Members. DEFENDANT's conduct as alleged herein was willful, intentional and not in
22 good faith. Further, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members
23 are entitled to seek and recover statutory costs.

24 ///

25 ///

26 ///

27 ///

28 ///

1 **FOURTH CAUSE OF ACTION**

2 **For Failure to Provide Required Meal Periods**

3 **[Cal. Lab. Code §§ 226.7 & 512]**

4 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
5 **Defendants)**

6 108. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
7 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
8 paragraphs of this Complaint.

9 109. During the CALIFORNIA CLASS PERIOD, DEFENDANT from time to time
10 failed to provide all the legally required off-duty meal breaks to PLAINTIFF and the other
11 CALIFORNIA LABOR SUB-CLASS Members as required by the applicable Wage Order
12 and Labor Code. The nature of the work performed by PLAINTIFF and CALIFORNIA
13 LABOR SUB-CLASS MEMBERS did not prevent these employees from being relieved of
14 all of their duties for the legally required off-duty meal periods. As a result of their rigorous
15 work schedules, PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members
16 were from time to time not fully relieved of duty by DEFENDANT for their meal periods.
17 Additionally, DEFENDANT's failure to provide PLAINTIFF and the CALIFORNIA
18 LABOR SUB-CLASS Members with legally required meal breaks prior to their fifth (5th)
19 hour of work is evidenced by DEFENDANT's business records from time to time. Further,
20 DEFENDANT failed to provide PLAINTIFF and CALIFORNIA CLASS Members with a
21 second off-duty meal period in some workdays in which these employees were required by
22 DEFENDANT to work ten (10) hours of work from time to time. As a result, PLAINTIFF
23 and other members of the CALIFORNIA LABOR SUB-CLASS therefore forfeited meal
24 breaks without additional compensation and in accordance with DEFENDANT's strict
25 corporate policy and practice.

26 110. DEFENDANT further violates California Labor Code §§ 226.7 and the
27 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA
28 LABOR SUB-CLASS Members who were not provided a meal period, in accordance with

1 the applicable Wage Order, one additional hour of compensation at each employee's regular
2 rate of pay for each workday that a meal period was not provided.

3 111. As a proximate result of the aforementioned violations, PLAINTIFF and
4 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
5 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
6 suit.

7 **FIFTH CAUSE OF ACTION**

8 **For Failure to Provide Required Rest Periods**

9 **[Cal. Lab. Code §§ 226.7 & 512]**

10 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
11 **Defendants)**

12 112. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
13 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
14 paragraphs of this Complaint.

15 113. PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were
16 from time to time required to work in excess of four (4) hours without being provided ten
17 (10) minute rest periods. Further, these employees from time to time were denied their first
18 rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4)
19 hours, a first and second rest period of at least ten (10) minutes for some shifts worked of
20 between six (6) and eight (8) hours, and a first, second and third rest period of at least ten
21 (10) minutes for some shifts worked of ten (10) hours or more from time to time.

22 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were also not
23 provided with one hour wages in lieu thereof. As a result of their rigorous work schedules,
24 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members were periodically
25 denied their proper rest periods by DEFENDANT and DEFENDANT's managers.

26 114. DEFENDANT further violated California Labor Code §§ 226.7 and the
27 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA
28 LABOR SUB-CLASS Members who were not provided a rest period, in accordance with

1 the applicable Wage Order, one additional hour of compensation at each employee's regular
2 rate of pay for each workday that rest period was not provided.

3 115. As a proximate result of the aforementioned violations, PLAINTIFF and
4 CALIFORNIA LABOR SUB-CLASS Members have been damaged in an amount according
5 to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of
6 suit.

7 **SIXTH CAUSE OF ACTION**

8 **For Failure to Provide Accurate Itemized Statements**

9 **[Cal. Lab. Code § 226]**

10 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
11 **Defendants)**

12 116. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
13 CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior
14 paragraphs of this Complaint.

15 117. Cal. Labor Code § 226 provides that an employer must furnish employees with
16 an "accurate itemized" statement in writing showing:

- 17 (1) gross wages earned,
- 18 (2) total hours worked by the employee, except for any employee whose
19 compensation is solely based on a salary and who is exempt from payment of
20 overtime under subdivision (a) of Section 515 or any applicable order of the
21 Industrial Welfare Commission,
- 22 (3) the number of piecerate units earned and any applicable piece rate if the employee
23 is paid on a piece-rate basis,
- 24 (4) all deductions, provided that all deductions made on written orders of the
25 employee may be aggregated and shown as one item,
- 26 (5) net wages earned,
- 27 (6) the inclusive dates of the period for which the employee is paid,
- 28 (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.

118. From time to time, DEFENDANT also failed to provide PLAINTIFF and the
other members of the CALIFORNIA LABOR SUB-CLASS with complete and accurate

1 wage statements which failed to show, among other things, the correct gross and net wages
2 earned. Cal. Lab. Code § 226 provides that every employer shall furnish each of his or her
3 employees with an accurate itemized wage statement in writing showing, among other
4 things, gross wages earned and all applicable hourly rates in effect during the pay period and
5 the corresponding amount of time worked at each hourly rate. PLAINTIFF and
6 CALIFORNIA LABOR SUB-CLASS Members were paid on an hourly basis. As such, the
7 wage statements should reflect all applicable hourly rates during the pay period and the total
8 hours worked, and the applicable pay period in which the wages were earned pursuant to
9 California Labor Code Section 226(a). The wage statements DEFENDANT provided to
10 PLAINTIFF and other CALIFORNIA LABOR SUB-CLASS Members failed to identify
11 such information. More specifically, the wage statements failed to identify the accurate total
12 hours worked each pay period. When the hours shown on the wage statements were added
13 up, they did not equal the actual total hours worked during the pay period in violation of Cal.
14 Lab. Code 226(a)(2). Aside, from the violations listed above in this paragraph,
15 DEFENDANT failed to issue to PLAINTIFF an itemized wage statement that lists all the
16 requirements under California Labor Code 226 *et seq.* As a result, DEFENDANT from time
17 to time provided PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-
18 CLASS with wage statements which violated Cal. Lab. Code § 226.

19 119. DEFENDANT knowingly and intentionally failed to comply with Cal. Lab.
20 Code § 226, causing injury and damages to PLAINTIFF and the other members of the
21 CALIFORNIA LABOR SUB-CLASS. These damages include, but are not limited to, costs
22 expended calculating the correct wages for all missed meal and rest breaks and the amount
23 of employment taxes which were not properly paid to state and federal tax authorities.
24 These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of
25 the CALIFORNIA LABOR SUB-CLASS may elect to recover liquidated damages of fifty
26 dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred
27 dollars (\$100.00) for each violation in a subsequent pay period pursuant to Cal. Lab. Code §
28 226, in an amount according to proof at the time of trial (but in no event more than four

1 thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the
2 CALIFORNIA LABOR SUB-CLASS herein).

3
4 **SEVENTH CAUSE OF ACTION**

5 **For Failure to Reimburse Employees for Required Expenses**

6 **[Cal. Lab. Code § 2802]**

7 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS and Against All**
8 **Defendants)**

9 120. PLAINTIFF and the other CALIFORNIA LABOR SUB-CLASS members
10 reallege and incorporate by this reference, as though fully set forth herein, the prior
11 paragraphs of this Complaint.

12 121. Cal. Lab. Code § 2802 provides, in relevant part, that:

13 An employer shall indemnify his or her employee for all necessary
14 expenditures or losses incurred by the employee in direct consequence of the
15 discharge of his or her duties, or of his or her obedience to the directions of
the employer, even though unlawful, unless the employee, at the time of
obeying the directions, believed them to be unlawful.

16 122. At all relevant times herein, DEFENDANT violated Cal. Lab. Code § 2802,
17 by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
18 CLASS members for required expenses incurred in the discharge of their job duties for
19 DEFENDANT's benefit. DEFENDANT failed to reimburse PLAINTIFF and the
20 CALIFORNIA LABOR SUB-CLASS members for expenses which included, but were not
21 limited to, costs related to using their personal cellular phones on behalf of and for the
22 benefit of DEFENDANT. Specifically, PLAINTIFF and other CALIFORNIA LABOR
23 SUB-CLASS Members were required by DEFENDANT to use their personal cellular
24 phones and home offices in order to perform work related job tasks. DEFENDANT's policy
25 and practice was to not reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-
26 CLASS members for expenses resulting from using their personal cellular phones and home
27 offices for DEFENDANT within the course and scope of their employment for
28

1 DEFENDANT. These expenses were necessary to complete their principal job duties.
2 DEFENDANT is estopped by DEFENDANT's conduct to assert any waiver of this
3 expectation. Although these expenses were necessary expenses incurred by PLAINTIFF
4 and the CALIFORNIA LABOR SUB-CLASS members, DEFENDANT failed to indemnify
5 and reimburse PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS members for
6 these expenses as an employer is required to do under the laws and regulations of California.

7 123. PLAINTIFF therefore demands reimbursement for expenditures or losses
8 incurred by herself and the CALIFORNIA LABOR SUB-CLASS members in the discharge
9 of their job duties for DEFENDANT, or their obedience to the directions of DEFENDANT,
10 with interest at the statutory rate and costs under Cal. Lab. Code § 2802.

11 **EIGHTH CAUSE OF ACTION**

12 **For Failure to Pay Sick Pay Wages**

13 **[Cal. Lab. Code §§ 201-204, 210, 233, 246]**

14 **(By PLAINTIFF and the CALIFORNIA LABOR SUB-CLASS**
15 **and Against All Defendants)**

16 124. PLAINTIFF, and the other members of the CALIFORNIA LABOR SUB-
17 CLASS, reallege and incorporate by reference, as though fully set forth herein, the prior
18 paragraphs of this Complaint.

19 125. Cal Lab. Code § 233 provides that an employer must permit an employee to
20 use accrued sick leave in accordance with Cal Lab. Code § 246.5 at the employee's then
21 current rate of entitlement. Cal Lab. Code § 246 provides that an employee is entitled to
22 sick pay wages for use of accrued sick leave pursuant to Cal Lab. Code § 246.5.
23 Specifically, once accrued sick leave is used as paid sick time, an employee has a vested
24 right to sick pay wages, which an employer must calculate and compensate based on one of
25 two calculations: (i) "Paid sick time for nonexempt employees shall be calculated in the
26 same manner as the regular rate of pay for the workweek in which the employee uses paid
27 sick time, whether or not the employee actually works overtime in that workweek," or (ii)
28 "Paid sick time for nonexempt employees shall be calculated by dividing the employee's

1 total wages, not including overtime premium pay, by the employee's total hours worked in
2 the full pay periods of the prior 90 days of employment." Under Cal Lab. Code §§ 218 and
3 233, employees may sue to recover underpaid sick pay wages as damages.

4 126. As a matter of policy and practice, DEFENDANT pays sick pay wages to
5 PLAINTIFF and the other members of the CALIFORNIA LABOR SUB-CLASS at the
6 incorrect rate of pay. PLAINTIFF and the other members of the CALIFORNIA LABOR-
7 SUB-CLASS regularly use accrued sick leave in the workweeks in which they also earn
8 non-hourly remuneration. As a matter of policy and practice, DEFENDANT pays sick pay
9 wages to PLAINTIFF and the other members of the CALIFORNIA LABOR-SUB-CLASS
10 at the base hourly pay, as opposed to the regular rate of pay, which would consider all non-
11 hourly remuneration in addition to base hourly wages, or the rate resulting from dividing the
12 employee's total wages, not including overtime premium pay, by the employee's total hours
13 worked in the full pay periods of the prior 90 days of employment. As a result,
14 DEFENDANT underpaid sick pay wages to PLAINTIFF and the other members of the
15 CALIFORNIA LABOR-SUB-CLASS.

16 127. Cal. Lab. Code § 204 provides that wages generally are due and payable twice
17 during each calendar month and are to be paid no later than the payday for the next regular
18 payroll period. Consistent with Cal. Lab. Code § 204, Cal. Lab. Code § 246 specifically
19 requires that, upon use of accrued sick leave, vested sick pay wages are due and to be paid
20 no later than the payday for the next regular payroll period after accrued sick leave is used as
21 paid sick time. Similarly, Cal. Lab. Code § 201 provides that if an employer discharges an
22 employee, wages earned and unpaid at the time of discharge are due and payable
23 immediately. Cal. Lab. Code § 202 provides that an employee is entitled to receive all
24 unpaid wages no later than 72 hours after an employee quits his or her employment, unless
25 the employee has given 72-hour notice of his or her intention to quit, in which case the
26 employee is entitled to his or her wages at the time of quitting. The Labor Code penalizes
27 untimely payments. For example, Cal. Lab. Code § 203 provides that if an employer
28 willfully fails to pay wages owed in accordance with Cal. Lab. Code §§ 201-202, then the

1 wages of the employee shall continue as a penalty from the due date, and at the same rate
2 until paid, but the wages shall not continue for more than thirty (30) days. Likewise, Cal.
3 Lab. Code § 210 provides penalties for violations of Cal. Lab. Code § 204 and untimely
4 payments during employment. Under Cal. Lab. Code §§ 203, 210 and 218, employees may
5 sue to recover applicable penalties.

6 128. As alleged herein and as a matter of policy and practice, DEFENDANT
7 routinely underpays sick pay wages and thus did not timely pay PLAINTIFF and the other
8 members of the CALIFORNIA LABOR-SUB-CLASS all owing and underpaid sick pay
9 wages. As a result, DEFENDANT violates Cal. Lab. Code §§ 201-204, 210, 233, and 246,
10 among other Labor Code provisions. PLAINTIFF is informed and believes that
11 DEFENDANT was advised by skilled lawyers and knew, or should have known, of the
12 mandates of the Labor Code as it relates to PLAINTIFF's allegations, especially since the
13 California Supreme Court has explained that "[c]ourts have recognized that 'wages' also
14 include those benefits to which an employee is entitled as a part of his or her compensation,
15 including money, room, board, clothing, vacation pay, and sick pay." *Murphy v. Kenneth*
16 *Cole Prods., Inc.*, 40 Cal. 4th 1094, 1103 (2007)(emphasis added). Because DEFENDANT
17 willfully fails to timely pay PLAINTIFF and the other members of the CALIFORNIA
18 LABOR-SUB-CLASS all sick pay wages due, DEFENDANT is subject to applicable
19 penalties.

20 129. Such a pattern, practice, and uniform administration of corporate policy is
21 unlawful and entitles PLAINTIFF and the other members of the CALIFORNIA LABOR-
22 SUB-CLASS to underpaid sick pay wages, including interest thereon, applicable penalties,
23 attorney's fees, and costs of suit.

24 ///

25 ///

26 ///

27 ///

28 ///

1 **NINTH CAUSE OF ACTION**

2 **[Disability and/or Leave Discrimination and Retaliation For the Exercise of Rights**
3 **Guaranteed Under the FEHA, Participating in Protected Activities, and/or Opposing**
4 **DEFENDANT's Failure to Provide Such Rights]**

5 **Violation of FEHA Government Section 12900, *et. seq.***

6 **(By PLAINTIFF Against All Defendants)**

7 130. PLAINTIFF realleges and incorporates by reference, as though fully set forth
8 herein, the prior paragraphs of this Complaint.

9 131. In or September and October of 2023, PLAINTIFF consulted with a doctor
10 regarding health issues PLAINTIFF had been experiencing from her pregnancy. In
11 September and October of 2023, PLAINTIFF informed DEFENDANT that she was not
12 being provided her legally required meal and rest breaks (amongst other issues) in violation
13 of the California Labor Code. PLAINTIFF also reported that she was pregnant and these
14 breaks were even more important now that she was feeling ill as a result of her pregnancy.
15 PLAINTIFF adhered to the doctor's orders and consistently requested for her proper meal
16 and rest breaks. DEFENDANT retaliated against PLAINTIFF by, including, but not limited
17 to, reducing her hours and assigning her on undesirable work shifts. DEFENDANT's
18 conduct throughout the rest of 2023 and during the first quarter of 2024 created a hostile and
19 discriminatory workplace for PLAINTIFF. PLAINTIFF's Dr. ultimately had no choice but
20 to place PLAINTIFF on emergency maternity leave on March 25, 2024. DEFENDANT's
21 conduct is in violation of various fundamental public policies underlying state laws.
22 Specifically, PLAINTIFF's was retaliated against in part because of PLAINTIFF's protected
23 status (i.e., disability, medical leave, and/or good faith complaints). These actions were in
24 violation of FEHA, the California Constitution, and California Labor Code Section 1102.5.
25 Prior to filing this action PLAINTIFF exhausted her administrative remedies by filing a
26 timely administrative complaint with the Department of Fair Employment and Housing
27 ("DFEH") and received a DFEH Right to Sue letter on March 29, 2023.

1 132. DEFENDANT's conduct, as alleged, violated FEHA, Government Code
2 Section 12900, *et seq.*, and DEFENDANT committed unlawful employment practices,
3 including the following bases for liability:

4 a. Taking adverse employment actions against PLAINTIFF, including
5 discharging, barring, refusing to transfer, retain, hire, select, and/or employ, and/or
6 otherwise discriminating against PLAINTIFF, in whole or in part on the basis of
7 PLAINTIFF's disability/medical condition/pregnancy;

8 b. Retaliating against PLAINTIFF for seeking to exercise rights
9 guaranteed under FEHA, participating in protected activities, and/or opposing
10 DEFENDANT's failure to provide such rights.

11 133. As a proximate result of DEFENDANT's willful, knowing, and intentional
12 discrimination against PLAINTIFF, PLAINTIFF has sustained and continues to sustain
13 substantial losses of earnings and other employment benefits.

14 134. As a proximate result of DEFENDANT's willful, knowing, and intentional
15 discrimination against PLAINTIFF, PLAINTIFF has suffered and continues to suffer
16 humiliation, emotional distress, and physical and mental pain and anguish, all to his damage
17 in a sum according to proof.

18 135. PLAINTIFF has incurred and continues to incur legal expenses and attorneys'
19 fees. Pursuant to Government Code Section 12965(b), PLAINTIFF is entitled to recover
20 reasonable attorneys' fees and costs (including expert costs) in an amount according to
21 proof.

22 136. DEFENDANT's misconduct was committed intentionally, in a malicious,
23 oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages
24 against DEFENDANT.

25 ///

26 ///

27 ///

28 ///

1 **TENTH CAUSE OF ACTION**

2 **Retaliation**

3 **[Violation of Cal. Lab. Code § 1102.5, *et seq.*]**

4 **(By PLAINTIFF Against All Defendants)**

5 137. PLAINTIFF realleges and incorporates by reference, as though fully set forth
6 herein, the prior paragraphs of this Complaint.

7 138. At all relevant times, Labor Code section 1102.5 was in effect and was
8 binding on DEFENDANT. This statute prohibits DEFENDANT from retaliating against
9 any employee, including PLAINTIFF, for raising complaints of illegality and/or belief that
10 the employee may disclose illegality.

11 139. In or September and October of 2023, PLAINTIFF consulted with a doctor
12 regarding health issues PLAINTIFF had been experiencing from her pregnancy. In
13 September and October of 2023, PLAINTIFF informed DEFENDANT that she was not
14 being provided her legally required meal and rest breaks (amongst other issues) in violation
15 of the California Labor Code. PLAINTIFF also reported that she was pregnant and these
16 breaks were even more important now that she was feeling ill as a result of her pregnancy.
17 PLAINTIFF adhered to the doctor's orders and consistently requested for her proper meal
18 and rest breaks. DEFENDANT retaliated against PLAINTIFF by, including, but not limited
19 to, reducing her hours and assigning her on undesirable work shifts. DEFENDANT's
20 conduct throughout the rest of 2023 and during the first quarter of 2024 created a hostile and
21 discriminatory workplace for PLAINTIFF. PLAINTIFF's Dr. ultimately had no choice but
22 to place PLAINTIFF on emergency maternity leave on March 25, 2024. DEFENDANT's
23 conduct is in violation of various fundamental public policies underlying state laws. As a
24 direct consequence of PLAINTIFF's complaints to DEFENDANT, DEFENDANT retaliated
25 against PLAINTIFF by reducing her hours, assigning PLAINTIFF undesirable work shifts
26 and not providing her the legally required meal and rest breaks, which resulted in lost
27 wages. PLAINTIFF raised complaints of illegality while PLAINTIFF worked for
28 DEFENDANT and was believed to be willing to raise complaints, and DEFENDANT

1 retaliated against PLAINTIFF by taking adverse employment action against PLAINTIFF as
2 stated herein.

3 140. As a proximate result of DEFENDANT'S willful, knowing, and intentional
4 violation(s) of Labor Code section 1102.5, PLAINTIFF has suffered and continues to suffer
5 humiliation, emotional distress, and mental and physical pain and anguish, all to
6 PLAINTIFF's damage in a sum according to proof.

7 141. As a result of DEFENDANT'S adverse employment actions against
8 PLAINTIFF, PLAINTIFF has suffered general and special damages in sums according to
9 proof.

10 142. DEFENDANT'S misconduct was committed intentionally, in a malicious,
11 oppressive manner, and fraudulent manner entitling PLAINTIFF to punitive damages
12 against defendants.

13
14 **PRAYER FOR RELIEF**

15 WHEREFORE, PLAINTIFF prays for judgment against each Defendant, jointly and
16 severally, as follows:

17 1. On behalf of the CALIFORNIA CLASS:

- 18 A) That the Court certify the First Cause of Action asserted by the CALIFORNIA
19 CLASS as a class action pursuant to Cal. Code of Civ. Proc. § 382;
20 B) An order temporarily, preliminarily and permanently enjoining and restraining
21 DEFENDANT from engaging in similar unlawful conduct as set forth herein;
22 C) An order requiring DEFENDANT to pay all wages and all sums unlawfully
23 withheld from compensation due to PLAINTIFF and the other members of the
24 CALIFORNIA CLASS; and,
25 D) Restitutionary disgorgement of DEFENDANT's ill-gotten gains into a fluid fund
26 for restitution of the sums incidental to DEFENDANT's violations due to
27 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

28 2. On behalf of the CALIFORNIA LABOR SUB-CLASS:

- 1 A) That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth
2 Causes of Action asserted by the CALIFORNIA LABOR SUB-CLASS as a class
3 action pursuant to Cal. Code of Civ. Proc. § 382;
- 4 B) Compensatory damages, according to proof at trial, including compensatory
5 damages for minimum and overtime compensation due PLAINTIFF and the other
6 members of the CALIFORNIA LABOR SUB-CLASS, during the applicable
7 CALIFORNIA LABOR SUB-CLASS PERIOD plus interest thereon at the
8 statutory rate;
- 9 C) The greater of all actual damages or fifty dollars (\$50) for the initial pay period
10 in which a violation occurs and one hundred dollars (\$100) per each member of
11 the CALIFORNIA LABOR SUB-CLASS for each violation in a subsequent pay
12 period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
13 an award of costs for violation of Cal. Lab. Code § 226;
- 14 D) Meal and rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and
15 the applicable IWC Wage Order;
- 16 E) For liquidated damages pursuant to California Labor Code Sections 1194.2 and
17 1197;
- 18 F) The amount of the expenses PLAINTIFF and each member of the CALIFORNIA
19 LABOR SUBCLASS incurred in the course of their job duties, plus interest, and
20 costs of suit.; and,
- 21 G) The wages of all terminated employees in the CALIFORNIA LABOR
22 SUB-CLASS as a penalty from the due date thereof at the same rate until paid or
23 until an action therefore is commenced, in accordance with Cal. Lab. Code § 203.
- 24 3. On behalf of PLAINTIFF for the Ninth and Tenth causes of action:
- 25 A) Compensatory damages, according to proof at trial, but in excess of \$25,000.
- 26 B) Special and General damages according to proof;
- 27 C) Statutory damages, penalties and attorney's fees;
- 28

1 D) For punitive damages in an amount necessary to make an example of and to
2 punish DEFENDANT and deter DEFENDANT from engaging in future similar
3 conduct;

4 E) For loss of earnings (both past and future); and,

5 F) For interest at the legal rate in an amount according to proof.

6 4. On all claims:

7 A) An award of interest, including prejudgment interest at the legal rate;

8 B) Such other and further relief as the Court deems just and equitable; and,

9 C) An award of penalties, attorneys' fees and cost of suit, as allowable under the
10 law, including, but not limited to, pursuant to Labor Code §221, §226, §1194,
11 and/or §2802.

12 Dated: April 30, 2024

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

13
14
15 By: _____
16 Norman B. Blumenthal
Nicholas J. De Blouw

17 *Attorneys for Plaintiff*
18
19
20
21
22
23
24
25
26
27
28

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

DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

Dated: April 30, 2024 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

By: _____
Norman B. Blumenthal
Nicholas J. De Blouw
Attorneys for Plaintiff