

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
shani@zakaylaw.com
Jennifer Gerstenzang (State Bar #279810)
jenny@zakaylaw.com
Nicole Noursamadi (State Bar #357246)
nicole@zakaylaw.com
Eden Zakay (State Bar #339536)
eden@zakaylaw.com
Jaclyn Joyce (State Bar #285124)
jaclyn@zakaylaw.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
jlapuyade@jcl-lawfirm.com
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

ANTHONY CARRILLO GARDEA, an
individual, on behalf of Plaintiff, and on behalf
of all persons similarly situated,

Plaintiff,

v.

JC RESORTS LLC, a Delaware limited liability
company; JC RESORTS MANAGEMENT
LLC, a Delaware limited liability company;
BCR MANAGEMENT, INC., a California
corporation; KSC MANAGEMENT, INC., a
California corporation; and DOES 1-50,
Inclusive,

Defendants.

Case No: CIVRS2508436

**FIRST AMENDED 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, *et seq*;
- 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 PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
8) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;
9) VIOLATIONS OF THE PRIVATE ATTORNEYS GENERAL ACT [LABOR CODE §§ 2698 ET SEQ.]

DEMAND FOR A JURY TRIAL

PLAINTIFF ANTHONY CARRILLO GARDEA (“PLAINTIFF”), an individual, on behalf of PLAINTIFF and all other similarly situated current and former employees, alleges on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following:

PRELIMINARY ALLEGATIONS

1. Defendant JC RESORTS LLC (“Defendant JC Resorts”) is a Delaware limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. Defendant JC RESORTS MANAGEMENT LLC (“Defendant JC Management”) is a Delaware limited liability company that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

1 3. Defendant BCR MANAGEMENT, INC. (“Defendant BCR Management”) is a
2 California corporation that at all relevant times mentioned herein conducted and continues to
3 conduct substantial and regular business throughout California.

4 4. Defendant KSC MANAGEMENT, INC. (“Defendant KSC Management”) is a
5 California corporation that at all relevant times mentioned herein conducted and continues to
6 conduct substantial and regular business throughout California.

7 5. Defendant JC Resorts , Defendant JC Management, Defendant BCR Management,
8 and Defendant KSC Management were the joint employers of PLAINTIFF as evidenced by the
9 documents issued to PLAINTIFF, by the company PLAINTIFF performed work for respectively,
10 and as these entities each exerted control over the hours, wages and/or working conditions of
11 PLAINTIFF, and are therefore jointly responsible as employers for the conduct alleged herein as
12 “DEFENDANTS”.

13 6. DEFENDANTS own and operate a business that provides operations, planning, and
14 management services to golf courses and luxury resorts in California, including in the County of
15 San Bernardino, where PLAINTIFF worked.

16 7. PLAINTIFF was employed by DEFENDANTS in California from March of 2023
17 to February of 2025, as a non-exempt employee, paid on an hourly basis, and entitled to the legally
18 required meal and rest periods and payment of minimum and overtime wages due for all time
19 worked.

20 8. PLAINTIFF reserves the right to seek leave to amend this complaint to add new
21 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
22 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

23 9. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a California
24 class, defined as all persons who are or previously were employed by Defendant JC Resorts and/or
25 Defendant JC Management and/or Defendant BCR Management and/or Defendant KSC
26 Management in California and classified as non-exempt employees (the “CALIFORNIA CLASS”)
27 at any time during the period beginning September 30, 2021, and ending on the date as determined
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1 by the Court (the “CLASS PERIOD”). The amount in controversy for the aggregate claim of the
2 CALIFORNIA CLASS members is under five million dollars (\$5,000,000.00).

3 10. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a
4 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses
5 incurred during the CLASS PERIOD caused by DEFENDANTS’ uniform policy and practice
6 which failed to lawfully compensate these employees. DEFENDANTS’ uniform policy and
7 practice alleged herein was an unlawful, unfair, and deceptive business practice whereby
8 DEFENDANTS retained and continue to retain wages due to PLAINTIFF and the other members
9 of the CALIFORNIA CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS
10 seek an injunction enjoining such conduct by DEFENDANTS in the future, relief for the named
11 PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically
12 injured by DEFENDANTS’ past and current unlawful conduct, and all other appropriate legal and
13 equitable relief.

14 11. The true names and capacities, whether individual, corporate, subsidiary,
15 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are presently
16 unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names
17 pursuant to California Civil Procedure Code Section 474. PLAINTIFF will seek leave to amend
18 this Complaint to allege the true names and capacities of DEFENDANTS DOES 1 through 50,
19 inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that
20 information and belief alleges, that the DEFENDANTS named in this Complaint, including
21 DEFENDANTS DOES 1 through 50, inclusive, are responsible in some manner for one or more of
22 the events and happenings that proximately caused the injuries and damages hereinafter alleged.

23 12. The agents, servants and/or employees of DEFENDANTS and each of them acting
24 on behalf of DEFENDANTS acted within the course and scope of his, her or its authority as the
25 agent, servant and/or employee of DEFENDANTS, and personally participated in the conduct
26 alleged herein on behalf of the DEFENDANTS with respect to the conduct alleged herein.
27 Consequently, the acts of each DEFENDANTS are legally attributable to the other DEFENDANTS
28 and all DEFENDANTS are jointly and severally liable to PLAINTIFF and the other members of

1 the CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
2 DEFENDANTS' agents, servants and/or employees.

3 13. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of
4 PLAINTIFF'S employer, within the meaning of California Labor Code Section 558, who violated
5 or caused to be violated, a Section of Part 2, Chapter 1 of the California Labor Code or any
6 provision regulating hours and days of work in any order of the Industrial Welfare Commission
7 and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code
8 Section 558, at all relevant times.

9 14. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of
10 PLAINTIFFS' employer either individually or as an officer, agent, or employee of another person,
11 within the meaning of California Labor Code Section 1197.1, who paid or caused to be paid to any
12 employee a wage less than the minimum fixed by California state law, and as such, are subject to
13 civil penalties for each underpaid employee.

14 15. DEFENDANTS' uniform policies and practices alleged herein were unlawful,
15 unfair, and deceptive business practices whereby DEFENDANTS retained and continue to retain
16 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

17 16. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction
18 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and other
19 members of the CALIFORNIA CLASS who has been economically injured by DEFENDANTS'
20 past and current unlawful conduct, and all other appropriate legal and equitable relief.

21 **JURISDICTION AND VENUE**

22 17. This Court has jurisdiction over this Action pursuant to California Code of Civil
23 Procedure Section 410.10 and California Business and Professions Code Section 17203. This action
24 is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
25 DEFENDANTS pursuant to California Code of Civil Procedure Section 382.

26 18. Venue is proper in this Court pursuant to California Code of Civil Procedure,
27 Sections 395 and 395.5, because DEFENDANTS operate in locations across California, employ
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1 the CALIFORNIA CLASS across California, including in this county, and committed the wrongful
2 conduct herein alleged in this county against the CALIFORNIA CLASS.

3 **THE CONDUCT**

4 19. In violation of the applicable sections of the California Labor Code and the
5 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a
6 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically
7 failed to provide legally compliant meal and rest periods, failed to accurately compensate
8 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods,
9 failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked,
10 failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for off-the-
11 clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS
12 overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and the other members
13 of the CALIFORNIA CLASS meal and rest premiums at the regular rate of pay, failed to pay
14 PLAINTIFF and the other members of the CALIFORNIA CLASS redeemed sick pay at the regular
15 rate of pay, failed to reimburse PLAINTIFF and the other members of the CALIFORNIA CLASS
16 for business expenses, and failed to issue to PLAINTIFF and the other members of the
17 CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, all
18 applicable hourly rates in effect during the pay periods and the corresponding amount of time
19 worked at each hourly rate. DEFENDANTS’ uniform policies and practices are intended to
20 purposefully avoid the accurate and full payment for all time worked as required by California law
21 which allows DEFENDANTS to illegally profit and gain an unfair advantage over competitors who
22 comply with the law. To the extent equitable tolling operates to toll claims by the CALIFORNIA
23 CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

24 **A. Meal Period Violations**

25 20. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
26 required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time worked,
27 meaning the time during which an employee is subject to the control of an employer, including all
28 the time the employee is suffered or permitted to work. From time to time during the CLASS

1 PERIOD, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work
2 without paying them for all the time they were under DEFENDANTS' control. Specifically,
3 DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to be
4 PLAINTIFFS' off-duty meal break. Indeed, there were many days where PLAINTIFF did not even
5 receive a partial lunch. As a result, PLAINTIFF and other CALIFORNIA CLASS members
6 forfeited minimum wage and overtime compensation by regularly working without their time being
7 accurately recorded and without compensation at the applicable minimum wage and overtime rates.
8 DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA
9 CLASS members for all time worked is evidenced by DEFENDANTS' business records.

10 21. From time to time during the CLASS PERIOD, as a result of their rigorous work
11 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other
12 CALIFORNIA CLASS members are from time to time unable to take thirty (30) minute off-duty
13 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
14 CALIFORNIA CLASS members are required to perform work as ordered by DEFENDANTS for
15 more than five (5) hours during some shifts without receiving a meal break. Further,
16 DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second
17 off-duty meal period for some workdays in which these employees are required by DEFENDANTS
18 to work ten (10) hours of work. The nature of the work performed by PLAINTIFF and other
19 CALIFORNIA CLASS members does not qualify for the limited and narrowly construed "on-duty"
20 meal period exception. When they were provided with meal periods, PLAINTIFF and other
21 CALIFORNIA CLASS members were, from time to time, required to remain on premises, on duty
22 and on call. Further, DEFENDANTS from time to time required PLAINTIFF and other
23 CALIFORNIA CLASS members to maintain cordless communication devices in order to receive
24 and respond to work-related communications during what was supposed to be their off-duty meal
25 breaks. DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS members
26 with legally required meal breaks is evidenced by DEFENDANTS' business records. As a result of
27 their rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFF and other
28

1 members of the CALIFORNIA CLASS therefore forfeit meal breaks without additional
2 compensation and in accordance with DEFENDANTS' strict corporate policy and practice.

3 **B. Rest Period Violations**

4 22. From time to time during the CLASS PERIOD, PLAINTIFF and other
5 CALIFORNIA CLASS members were also required to work in excess of four (4) hours without
6 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
7 DEFENDANTS' inadequate staffing. Further, for the same reasons, these employees were denied
8 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
9 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts
10 worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest
11 period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to
12 time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA CLASS
13 members were, from time to time, required to remain on premises, on duty and/or on call. Further,
14 DEFENDANTS from time to time required PLAINTIFF and other CALIFORNIA CLASS
15 members to maintain cordless communication devices in order to receive and respond to work-
16 related communications during what was supposed to be their off-duty rest breaks. PLAINTIFF
17 and other CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu*
18 thereof. As a result of their rigorous work schedules and DEFENDANTS' inadequate staffing,
19 PLAINTIFF and other CALIFORNIA CLASS members were from time to time denied their proper
20 rest periods by DEFENDANTS and DEFENDANTS' managers.

21 **C. Unreimbursed Business Expenses**

22 23. DEFENDANTS as a matter of corporate policy, practice, and procedure,
23 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
24 and the other CALIFORNIA CLASS members for required business expenses incurred by the
25 PLAINTIFF and other CALIFORNIA CLASS members in direct consequence of discharging their
26 duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are
27 required to indemnify employees for all expenses incurred in the course and scope of their
28 employment. California Labor Code Section 2802 expressly states that "an employer shall

1 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
2 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
3 directions of the employer, even though unlawful, unless the employee, at the time of obeying the
4 directions, believed them to be unlawful.”

5 24. In the course of their employment, DEFENDANTS required PLAINTIFF and other
6 CALIFORNIA CLASS members to incur personal expenses for the use of their personal cell
7 phones and for the purchase of personal protective equipment (PPE), as a result of and in
8 furtherance of their job duties. Specifically, PLAINTIFF and other CALIFORNIA CLASS
9 members were required to use their personal cell phones and purchase their own PPE, in order to
10 perform work related tasks. However, DEFENDANTS unlawfully failed to reimburse
11 PLAINTIFF and other CALIFORNIA CLASS members for the use of their personal cell phones
12 and purchase of PPE. As a result, in the course of their employment with DEFENDANTS, the
13 PLAINTIFF and other CALIFORNIA CLASS members incurred unreimbursed business expenses
14 that included, but were not limited to, costs related to the use of their personal cell phones and
15 purchase of PPE, all on behalf of and for the benefit of DEFENDANTS.

16 **D. Wage Statement Violations**

17 25. California Labor Code Section 226 required an employer to furnish its employees
18 an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
19 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
20 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
21 name of the employee and only the last four digits of the employee’s social security number or an
22 employee identification number other than a social security number, (8) the name and address of
23 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
24 period and the corresponding number of hours worked at each hourly rate by the employee.

25 26. From time to time during the CLASS PERIOD, when PLAINTIFF and other
26 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurately for missed
27 meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed
28 to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate

1 wage statements which failed to show, among other things, all deductions, the total hours worked
2 and all applicable hourly rates in effect during the pay period and the corresponding amount of time
3 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
4 periods.

5 27. Further, DEFENDANTS from time to time provided PLAINTIFF and the
6 CALIFORNIA CLASS members with wage statements that failed to provide the accurate
7 calculation of total hours worked. From time to time, DEFENDANTS failed to include all overtime
8 hours worked into the calculation of total hours worked. As such, DEFENDANTS from time to
9 time failed to provide PLAINTIFF and the CALIFORNIA CLASS members with wage statements
10 that accurately provided the total hours worked, in violation of California Labor code Section
11 226(a)(2).

12 28. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide
13 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
14 California Labor Code Section 226.

15 29. As a result, DEFENDANTS issued PLAINTIFF and other CALIFORNIA CLASS
16 members with wage statements that violate California Lab. Code § 226(a)(1)-(9). Further,
17 DEFENDANTS' violations are knowing and intentional and were not isolated due to an
18 unintentional payroll error due to clerical or inadvertent mistake.

19 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

20 30. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and
21 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS
22 for all hours worked.

23 31. During the CLASS PERIOD, from time-to-time DEFENDANTS required
24 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
25 work, including but not limited to, sending and receiving work-related communications. This
26 resulted in PLAINTIFF and other CALIFORNIA CLASS members having to work while off-the-
27 clock.
28

1 32. DEFENDANTS directed and directly benefited from the undercompensated off-the-
2 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS members.

3 33. DEFENDANTS controlled the work schedules, duties, and protocols, applications,
4 assignments, and employment conditions of PLAINTIFF and the other CALIFORNIA CLASS
5 members.

6 34. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
7 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
8 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
9 wages earned and owed for all the work they performed.

10 35. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-exempt
11 employees, subject to the requirements of the California Labor Code.

12 36. DEFENDANTS' policies and practices deprived PLAINTIFF and the other
13 CALIFORNIA CLASS members of all minimum regular, overtime, and double time wages owed
14 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
15 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than eight
16 (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime pay.

17 37. DEFENDANTS knew or should have known that PLAINTIFFS' and the other
18 CALIFORNIA CLASS members' off-the-clock work was compensable under the law.

19 38. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
20 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and benefit
21 for the time spent working while off-the-clock, including but not limited to, sending and receiving
22 work-related communications. DEFENDANTS' uniform policy and practice to not pay
23 PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in
24 accordance with applicable law is evidenced by DEFENDANTS' business records.

25 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**
26 **Redeemed Sick Pay**

27 39. From time to time during the CLASS PERIOD, DEFENDANTS failed and
28 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS

1 members for their overtime and double time hours worked, meal and rest period premiums, and
2 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS members
3 forfeited wages due to them for working overtime without compensation at the correct overtime
4 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
5 DEFENDANTS' uniform policy and practice not to pay the CALIFORNIA CLASS members at
6 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick
7 pay in accordance with applicable law is evidenced by DEFENDANTS' business records.

8 40. State law provides that employees must be paid overtime at one-and-one-half times
9 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS members were
10 compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's
11 performance.

12 41. The second component of PLAINTIFF'S and other CALIFORNIA CLASS
13 members' compensation was DEFENDANTS' non-discretionary incentive program that paid
14 PLAINTIFF and other CALIFORNIA CLASS members incentive wages based on their
15 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
16 paid on an hourly basis with bonus compensation when the employees met the various performance
17 goals set by DEFENDANTS.

18 42. However, from time to time, when calculating the regular rate of pay in those pay
19 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double
20 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
21 discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus
22 compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked
23 rather than just all non-overtime hours worked. Management and supervisors described the
24 incentive/bonus program to potential and new employees as part of the compensation package. As
25 a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
26 CLASS members must be included in the "regular rate of pay." The failure to do so has resulted in
27 a systematic underpayment of overtime and double time compensation, meal and rest period
28 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS

1 members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid
2 sick time for non-exempt employees shall be calculated in the same manner as the regular rate of
3 pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the
4 employee actually works overtime in that workweek. DEFENDANTS' conduct, as articulated
5 herein, by failing to include the incentive compensation as part of the "regular rate of pay" for
6 purposes of sick pay compensation was in violation of California Labor Code Section 246, the
7 underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or
8 204.

9 43. In violation of the applicable sections of the California Labor Code and the
10 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
11 matter of company policy, practice, and procedure, intentionally and knowingly failed to
12 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
13 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick
14 pay as required by California law which allowed DEFENDANTS to illegally profit and gain an
15 unfair advantage over competitors who complied with the law. To the extent equitable tolling
16 operates to toll claims by the CALIFORNIA CLASS members against DEFENDANTS, the CLASS
17 PERIOD should be adjusted accordingly.

18 **G. Unlawful Deductions**

19 44. DEFENDANTS, from time-to-time, unlawfully deducted wages from
20 PLAINTIFF'S and CALIFORNIA CLASS members' pay without explanations and without
21 authorization to do so or notice to PLAINTIFF and the CALIFORNIA CLASS members. As a
22 result, DEFENDANTS violated Labor Code Section 221.

23 **H. Timekeeping Manipulation**

24 45. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
25 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of
26 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
27 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
28 and rest breaks. As a result, DEFENDANTS were able to and did in fact, unlawfully, and

1 unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and
2 other members of the CALIFORNIA CLASS in order to avoid paying these employees for all
3 hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and
4 missed rest breaks.

5 46. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
6 time to time, forfeited time worked by working without their time being accurately recorded and
7 without compensation at the applicable pay rates.

8 47. The mutability of the timekeeping system also allowed DEFENDANTS to alter
9 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
10 timekeeping system to create the appearance that PLAINTIFF and other members of the
11 CALIFORNIA CLASS clocked out for thirty (30) minute meal breaks when, in fact, the employees
12 were not provided an off-duty meal break at all times. This practice is a direct result of
13 DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30)
14 minute off-duty meal breaks each day or otherwise failing to compensate them for missed meal
15 breaks.

16 48. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
17 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and benefit
18 for the time that the timekeeping system was inoperable. DEFENDANTS' uniform policy and
19 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours
20 worked in accordance with applicable law is evidenced by DEFENDANTS' business records.

21 **I. Unlawful Rounding Practices**

22 49. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in place
23 an immutable timekeeping system to accurately record and pay PLAINTIFF and other
24 CALIFORNIA CLASS members for the actual time these employees worked each day, including
25 overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and
26 practice that resulted in PLAINTIFF and CALIFORNIA CLASS members being
27 undercompensated for all their time worked. As a result, DEFENDANTS were able to and did in
28 fact unlawfully and unilaterally round the time recorded in DEFENDANTS' timekeeping system

1 for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying these
2 employees for all their time worked, including the applicable overtime compensation for overtime
3 worked. As a result, PLAINTIFF and other CALIFORNIA CLASS members, from time to time,
4 forfeited compensation for their time worked by working without their time being accurately
5 recorded and without compensation at the applicable overtime rates.

6 50. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
7 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS members' time
8 being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding
9 policy and practice caused PLAINTIFF and CALIFORNIA CLASS members to perform work as
10 ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-
11 duty meal break.

12 **J. Violations for Untimely Payment of Wages**

13 51. Pursuant to California Labor Code Section 204, PLAINTIFF and the CALIFORNIA
14 CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF
15 and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages,
16 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and
17 rest period premium wages within the permissible time period.

18 52. Pursuant to California Labor Code Section 201, "If an employer discharges an
19 employee, the wages earned and unpaid at the time of discharge are due and payable immediately."
20 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his
21 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee
22 has given 72 hours previous notice of his or her intention to quit, in which case the employee is
23 entitled to his or her wages at the time of quitting." PLAINTIFF and the CALIFORNIA CLASS
24 members were, from time to time, not timely provided the wages earned and unpaid at the time of
25 their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201
26 and 202.

1 53. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely
2 paying all wages due at time of termination for all CALIFORNIA CLASS members whose
3 employment ended during the CLASS PERIOD.

4 **K. Sick Pay Violations**

5 54. California Labor Code Section 246 (a)(1) mandates that “An employee who, on or
6 after July 1, 2015, works in California for the same employer for 30 or more days within a year
7 from the commencement of employment is entitled to paid sick days as specified in this section.”
8 Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements.
9 From time to time, DEFENDANTS failed to have a policy or practice in place to provide
10 PLAINTIFF and other members of the CALIFORNIA CLASS with sick days and/or paid sick
11 leave. As of January 1, 2024, DEFENDANTS failed to adhere to the law in that they failed to
12 provide and allow employees to use at least 40 hours or five days of paid sick leave per year.

13 55. California Labor Code Section 246(i) requires an employer to furnish its employees
14 with written wage statements setting forth the amount of paid sick leave available. From time to
15 time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFF
16 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of
17 paid sick leave available.

18 56. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
19 off-duty meal and rest breaks and was not fully relieved of duty for their rest and meal periods.
20 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)
21 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to
22 provide PLAINTIFF with a second off-duty meal period each workday in which they were required
23 by DEFENDANTS to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF
24 with a rest break, they required PLAINTIFF to remain on premises, on-duty and on-call for the
25 rest break. DEFENDANTS’ policy caused PLAINTIFF to remain on premises, on-call and on-
26 duty during what was supposed to be their off-duty meal periods. PLAINTIFF therefore forfeited
27 meal and rest breaks without additional compensation and in accordance with DEFENDANTS’
28 strict corporate policy and practice. Moreover, DEFENDANTS also provided PLAINTIFF with

1 paystubs that failed to comply with California Labor Code Section 226. Further, DEFENDANTS
2 also failed to reimburse PLAINTIFF for required business expenses related to the personal
3 expenses incurred for the use of their personal cell phone and purchase of his own personal
4 protective equipment, on behalf of and in furtherance of their employment with DEFENDANTS.
5 To date, DEFENDANTS have not fully paid PLAINTIFF the minimum, overtime and double time
6 compensation still owed to them, or any penalty wages owed to them under California Labor Code
7 Section 203. The amount in controversy for PLAINTIFF individually does not exceed the sum or
8 value of \$75,000.

9 **CLASS ACTION ALLEGATIONS**

10 57. PLAINTIFF brings this Class Action on behalf of PLAINTIFF, and a California
11 class defined as all persons who are or previously were employed by Defendant JC Resorts and/or
12 Defendant JC Management and/or Defendant BCR Management and/or Defendant KSC
13 Management in California and classified as non-exempt employees (the “CALIFORNIA CLASS”)
14 at any time during the period beginning four (4) years prior to the filing of this Complaint and
15 ending on the date as determined by the Court (the “CLASS PERIOD”).

16 58. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been
17 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
18 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
19 illegal meal and rest period policies, failure to reimburse for business expenses, failure to
20 compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to
21 maintain required records, and interest, statutory and civil penalties, attorney’s fees, costs, and
22 expenses.

23 59. The members of the class are so numerous that joinder of all class members is
24 impractical.

25 60. Common questions of law and fact regarding DEFENDANTS’ conduct, including
26 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
27 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
28 regular rate of compensation for missed meal and rest period premiums, failure to provide legally

1 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide
2 accurate itemized wage statements, and failure to ensure they are paid at least minimum wage and
3 overtime, exist as to all members of the class and predominate over any questions affecting solely
4 any individual members of the class. Among the questions of law and fact common to the class are:

- 5 a. Whether DEFENDANTS maintained legally compliant meal period policies and
6 practices;
- 7 b. Whether DEFENDANTS maintained legally compliant rest period policies and
8 practices;
- 9 c. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
10 members accurate premium payments for missed meal and rest periods;
- 11 d. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
12 members accurate overtime wages;
- 13 e. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
14 members at least minimum wage for all hours worked;
- 15 f. Whether DEFENDANTS failed to compensate PLAINTIFF and the CALIFORNIA
16 CLASS members for required business expenses;
- 17 g. Whether DEFENDANTS issued legally compliant wage statements;
- 18 h. Whether DEFENDANTS committed an act of unfair competition by systematically
19 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
20 CLASS for all time worked;
- 21 i. Whether DEFENDANTS committed an act of unfair competition by systematically
22 failing to record all meal and rest breaks missed by PLAINTIFF and other
23 CALIFORNIA CLASS members, even though DEFENDANTS enjoyed the benefit
24 of this work, required employees to perform this work and permits or suffers to
25 permit this work;
- 26 j. Whether DEFENDANTS committed an act of unfair competition in violation of
27 California Business and Professions Code Sections 17200, *et seq.* (the “UCL”), by
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1 failing to provide the PLAINTIFF and the other members of the CALIFORNIA
2 CLASS with the legally required meal and rest periods.

3 61. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a
4 result of DEFENDANTS' conduct and actions alleged herein.

5 62. PLAINTIFFS' claims are typical of the claims of the CALIFORNIA CLASS, and
6 PLAINTIFF has the same interests as the other members of the class.

7 63. PLAINTIFF will fairly and adequately represent and protect the interests of the
8 CALIFORNIA CLASS members.

9 64. PLAINTIFF retained able class counsel with extensive experience in class action
10 litigation.

11 65. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the
12 interest of the other CALIFORNIA CLASS members.

13 66. There is a strong community of interest among PLAINTIFF and the members of the
14 CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are
15 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
16 sustained.

17 67. The questions of law and fact common to the CALIFORNIA CLASS members
18 predominate over any questions affecting only individual members, including legal and factual
19 issues relating to liability and damages.

20 68. A class action is superior to other available methods for the fair and efficient
21 adjudication of this controversy because joinder of all class members is impractical. Moreover,
22 since the damages suffered by individual members of the class may be relatively small, the expense
23 and burden of individual litigation makes it practically impossible for the members of the class
24 individually to redress the wrongs done to them. Without class certification and determination of
25 declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of
26 separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

1 73. By the conduct alleged herein, DEFENDANTS have engaged and continues to
2 engage in business practices which violate California law, including but not limited to, the
3 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
4 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and
5 2802, for which this Court should issue declaratory and other equitable relief pursuant to California
6 Business and Professions Code Section 17203 as may be necessary to prevent and remedy the
7 conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

8 74. By the conduct alleged herein, DEFENDANTS' practices were unlawful and unfair
9 in that these practices violated public policy, were immoral, unethical, oppressively unscrupulous
10 or substantially injurious to employees, and were without valid justification or utility for which this
11 Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
12 Business and Professions Code, including restitution of wages wrongfully withheld.

13 75. By the conduct alleged herein, DEFENDANTS' practices were deceptive and
14 fraudulent in that DEFENDANTS' uniform policy and practice failed to provide the legally
15 mandated meal and rest periods and the required amount of compensation for missed meal and rest
16 periods, failed to pay minimum and overtime wages owed, and failed to reimburse all necessary
17 business expenses incurred, due to a systematic business practice that cannot be justified, pursuant
18 to the applicable California Labor Code and Industrial Welfare Commission requirements in
19 violation of California Business and Professions Code Sections 17200, *et seq.*, and for which this
20 Court should issue injunctive and equitable relief, pursuant to California Business and Professions
21 Code Section 17203, including restitution of wages wrongfully withheld.

22 76. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
23 unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the
24 other members of the CALIFORNIA CLASS to be underpaid during their employment with
25 DEFENDANTS.

26 77. By the conduct alleged herein, DEFENDANTS' practices were also unfair and
27 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide
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1 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
2 required by California Labor Code Sections 226.7 and 512.

3 78. Therefore, PLAINTIFF demands on behalf of PLAINTIFF and on behalf of each
4 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
5 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each
6 workday in which a second off-duty meal period was not timely provided for each ten (10) hours
7 of work.

8 79. PLAINTIFF further demands on behalf of PLAINTIFF and on behalf of each
9 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
10 not timely provided as required by law.

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

17 81. All the acts described herein as violations of, among other things, the Industrial
18 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
19 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
20 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
21 practices in violation of California Business and Professions Code Sections 17200, *et seq.*

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

27 83. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
28 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair, and

1 deceptive, and that injunctive relief should be issued restraining DEFENDANTS from engaging in
2 any unlawful and unfair business practices in the future.

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

10 **SECOND CAUSE OF ACTION**

11 **Failure To Pay Minimum Wages**

12 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

13 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

14 84. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
15 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
16 Complaint.

17 85. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
18 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
19 Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay
20 minimum wages to PLAINTIFF and CALIFORNIA CLASS members.

21 86. Pursuant to California Labor Code Section 204, other applicable laws and
22 regulations, and public policy, an employer must timely pay its employees for all hours worked.

23 87. California Labor Code Section 1197 provides the minimum wage for employees
24 fixed by the commission is the minimum wage to be paid to employees, and the payment of a less
25 wage than the minimum so fixed is unlawful.

26 88. California Labor Code Section 1194 establishes an employee's right to recover
27 unpaid wages, including minimum wage compensation and interest thereon, together with the costs
28 of suit.

1 89. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and the
2 other members of the CALIFORNIA CLASS without regard to the correct amount of time they
3 work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and
4 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the
5 CALIFORNIA CLASS.

6 90. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
7 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing
8 a uniform policy and practice that denies accurate compensation to PLAINTIFF and the other
9 members of the CALIFORNIA CLASS in regard to minimum wage pay.

10 91. In committing these violations of the California Labor Code, DEFENDANTS
11 inaccurately calculated the correct time worked and consequently underpaid the actual time worked
12 by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an
13 illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the
14 California Labor Code, the Industrial Welfare Commission requirements and other applicable laws
15 and regulations.

16 92. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
17 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
18 minimum wage compensation for their time worked for DEFENDANTS.

19 93. During the CLASS PERIOD, PLAINTIFF and the other members of the
20 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
21 failure to pay all earned wages.

22 94. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
23 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
24 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered
25 and will continue to suffer an economic injury in amounts which are presently unknown to them,
26 and which will be ascertained according to proof at trial.

27 95. DEFENDANTS knew or should have known that PLAINTIFF and the other
28 members of the CALIFORNIA CLASS were under-compensated for their time worked.

1 DEFENDANTS systematically elected, either through intentional malfeasance or gross
2 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
3 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
4 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages for
5 their time worked.

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

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

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1 other CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the
2 other members of the CALIFORNIA CLASS for overtime worked, including, the overtime work
3 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or
4 forty (40) hours in any workweek.

5 105. In committing these violations of the California Labor Code, DEFENDANTS
6 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
7 PLAINTIFF and other CALIFORNIA CLASS members. DEFENDANTS acted in an illegal
8 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
9 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
10 regulations.

11 106. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
12 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
13 overtime compensation for their time worked for DEFENDANTS.

14 107. California Labor Code Section 515 sets out various categories of employees who are
15 exempt from the overtime requirements of the law. None of these exemptions are applicable to
16 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
17 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
18 agreement that would preclude the causes of action contained herein this Complaint. Rather,
19 PLAINTIFF brings this Action on behalf of PLAINTIFF and the CALIFORNIA CLASS based on
20 DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State of
21 California.

22 108. During the CLASS PERIOD, PLAINTIFF and the other members of the
23 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting
24 a failure to pay all earned wages.

25 109. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the
26 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
27 maximum hours permissible by law as required by California Labor Code Sections 510, 1194, and
28 1198, even though PLAINTIFF and the other members of the CALIFORNIA CLASS were

1 regularly required to work, and did in fact work overtime, and did in fact work overtime as to which
2 DEFENDANTS failed to accurately record and pay as evidenced by DEFENDANTS' business
3 records and witnessed by employees.

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

9 111. DEFENDANTS knew or should have known that PLAINTIFF and the other
10 members of the CALIFORNIA CLASS were undercompensated for their time worked.
11 DEFENDANTS systematically elected, either through intentional malfeasance or gross
12 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
13 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF
14 and the other members of the CALIFORNIA CLASS the correct overtime wages for their overtime
15 worked.

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

24 113. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS request
25 recovery of overtime wages, according to proof, interest, statutory costs, as well as the assessment
26 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor
27 Code and/or other applicable statutes. To the extent overtime compensation is determined to be
28 owed to the CALIFORNIA CLASS members who have terminated their employment,

1 DEFENDANTS’ conduct also violates California Labor Code Sections 201 and/or 202, and
2 therefore these individuals are also entitled to waiting time penalties under California Labor Code
3 203, which penalties are sought herein. DEFENDANTS’ conduct as alleged herein was willful,
4 intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS members
5 are entitled to seek and recover statutory costs.

6 **FOURTH CAUSE OF ACTION**

7 **Failure To Provide Required Meal Periods**

8 **(Cal. Lab. Code §§ 226.7 & 512)**

9 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

10 114. PLAINTIFF and the other members of the CALIFORNIA CLASS reallege and
11 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
12 Complaint.

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

27 116. DEFENDANTS further violated California Labor Code Section 226.7 and the
28 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS

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

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

7 **FIFTH CAUSE OF ACTION**

8 **Failure To Provide Required Rest Periods**

9 **(Cal. Lab. Code §§ 226.7 & 512)**

10 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

11 118. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
12 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
13 Complaint.

14 119. From time to time, PLAINTIFF and other CALIFORNIA CLASS members were
15 required to work in excess of four (4) hours without being provided ten (10) minute rest periods.
16 Further, these employees were denied their first rest periods of at least ten (10) minutes for some
17 shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10)
18 minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third
19 rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF
20 and other CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu*
21 thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS
22 members were periodically denied their proper rest periods by DEFENDANTS and
23 DEFENDANTS' managers. In addition, DEFENDANTS failed to compensate PLAINTIFF and
24 other CALIFORNIA CLASS members for their rest periods as required by the applicable Wage
25 Order and Labor Code. As a result, DEFENDANTS' failure to provide PLAINTIFF and the
26 CALIFORNIA CLASS members with all the legally required paid rest periods is evidenced by
27 DEFENDANTS' business records.
28

120. DEFENDANTS further violated California Labor Code Sections 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS members who were not provided a rest period, in accordance with the applicable Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that rest period was not provided.

121. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

SIXTH CAUSE OF ACTION

Failure To Provide Accurate Itemized Statements

(Cal. Lab. Code § 226)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)

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

123. California Labor Code Section 226 provides that an employer must furnish employees with an "accurate itemized" statement in writing showing:

- a. Gross wages earned,
- b. total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission,
- c. the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
- d. all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item,
- e. net wages earned,
- f. the inclusive dates of the period for which the employee is paid,

- 1 g. the name of the employee and his or her social security number, except that by
2 January 1, 2008, only the last four digits of his or her social security number of an
3 employee identification number other than social security number may be shown on
4 the itemized statement,
- 5 h. the name and address of the legal entity that is the employer, and
- 6 i. all applicable hourly rates in effect during the pay period and the corresponding
7 number of hours worked at each hourly rate by the employee.

8 124. When DEFENDANTS did not accurately record PLAINTIFFS' and other
9 CALIFORNIA CLASS members' missed meal and rest breaks, or were paid inaccurate missed
10 meal and rest break premiums, or were not paid for all hours worked, DEFENDANTS violated
11 California Labor Code Section 226 in that DEFENDANTS failed to provide PLAINTIFF and other
12 CALIFORNIA CLASS members with complete and accurate wage statements which failed to
13 show, among other things, all deductions, the accurate gross wages earned, net wages earned, the
14 total hours worked and all applicable hourly rates in effect during the pay period and the
15 corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty
16 payments or missed meal and rest periods.

17 125. Further, DEFENDANTS from time to time provided PLAINTIFF and the
18 CALIFORNIA CLASS members with wage statements that failed to provide the accurate
19 calculation of total hours worked. From time to time, DEFENDANTS failed to include all overtime
20 hours worked into the calculation of total hours worked. As such, DEFENDANTS from time to
21 time failed to provide PLAINTIFF and the CALIFORNIA CLASS members with wage statements
22 that accurately provided the total hours worked, in violation of California Labor code Section
23 226(a)(2).

24 126. In addition to the foregoing, DEFENDANTS failed to provide itemized wage
25 statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the
26 requirements of California Labor Code Section 226(a)(1)-(9).

27 127. DEFENDANTS knowingly and intentionally failed to comply with California Labor
28 Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFF and the other members of

1 the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended
2 calculating the correct wages for all missed meal and rest breaks and the amount of employment
3 taxes which were not properly paid to state and federal tax authorities. These damages are difficult
4 to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect
5 to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the
6 violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period
7 pursuant to California Labor Code Section 226, in an amount according to proof at the time of trial
8 (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective
9 member of the CALIFORNIA CLASS herein).

10 **SEVENTH CAUSE OF ACTION**

11 **Failure To Pay Wages When Due**

12 **(Cal. Lab. Code § 203)**

13 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

14 128. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
15 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
16 Complaint.

17 129. California Labor Code Section 200 provides that:

18 As used in this article:

- 19 (d) "Wages" includes all amounts for labor performed by employees of every
20 description, whether the amount is fixed or ascertained by the standard of time,
task, piece, commission basis, or other method of calculation.
- 21 (e) "Labor" includes labor, work, or service whether rendered or performed under
22 contract, subcontract, partnership, station plan, or other agreement if the labor to
be paid for is performed personally by the person demanding payment.

23 130. California Labor Code Section 201 provides, in relevant part, that "If an employer
24 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
25 immediately."

26 131. California Labor Code Section 202 provides, in relevant part, that:

27 If an employee not having a written contract for a definite period quits his or her
28 employment, his or her wages shall become due and payable not later than 72 hours
thereafter, unless the employee has given 72 hours previous notice of his or her
intention to quit, in which case the employee is entitled to his or her wages at the time

1 of quitting. Notwithstanding any other provision of law, an employee who quits without
2 providing a 72-hour notice shall be entitled to receive payment by mail if he or she so
3 requests and designates a mailing address. The date of the mailing shall constitute the
4 date of payment for purposes of the requirement to provide payment within 72 hours
5 of the notice of quitting.

6 132. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS
7 members' employment contract.

8 133. California Labor Code Section 203 provides:

9 If an employer willfully fails to pay, without abatement or reduction, in accordance with
10 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or
11 who quits, the wages of the employee shall continue as a penalty from the due date
12 thereof at the same rate until paid or until an action therefor is commenced; but the
13 wages shall not continue for more than 30 days.

14 134. The employment of PLAINTIFF and many CALIFORNIA CLASS members
15 terminated, and DEFENDANTS have not tendered payment of wages to these employees who
16 missed meal and rest breaks, as required by law.

17 135. Therefore, as provided by California Labor Code Section 203, on behalf of
18 themselves and the members of the CALIFORNIA CLASS whose employment has ended,
19 PLAINTIFF demands up to thirty (30) days of pay as penalty for not paying all wages due at time
20 of termination for all employees who terminated employment during the CLASS PERIOD and
21 demand an accounting and payment of all wages due, plus interest and statutory costs as allowed
22 by law.

23 **EIGHTH CAUSE OF ACTION**

24 **Failure To Reimburse Employees for Required Expenses**

25 **(Cal. Lab. Code §§ 2802)**

26 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

27 136. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
28 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this
Complaint.

137. California Labor Code Section 2802 provides, in relevant part, that:

An employer shall indemnify his or her employee for all necessary expenditures or
losses incurred by the employee in direct consequence of the discharge of his or her
duties, or of his or her obedience to the directions of the employer, even though

1 unlawful, unless the employee, at the time of obeying the directions, believed them to
2 be unlawful.

3 138. From time to time during the CLASS PERIOD, DEFENDANTS violated California
4 Labor Code Section 2802, by failing to indemnify and reimburse PLAINTIFF and the
5 CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties
6 for DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the
7 CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of
8 their personal cell phones and purchase of their own personal protective equipment (PPE), all on
9 behalf of and for the benefit of DEFENDANTS. Specifically, DEFENDANTS required
10 PLAINTIFF and other CALIFORNIA CLASS members to use their personal cell phones, and to
11 purchase their own PPE, to execute their essential job duties on behalf of DEFENDANTS.
12 DEFENDANTS' uniform policy, practice and procedure was to not reimburse PLAINTIFF and
13 the CALIFORNIA CLASS members for expenses resulting from the use of their personal cell
14 phones, and purchase their own PPE, within the course and scope of their employment for
15 DEFENDANTS. These expenses were necessary to complete their principal job duties.
16 DEFENDANTS are estopped by DEFENDANTS' conduct to assert any waiver of this expectation.
17 Although these expenses were necessary expenses incurred by PLAINTIFF and the CALIFORNIA
18 CLASS members, DEFENDANTS failed to indemnify and reimburse PLAINTIFF and the
19 CALIFORNIA CLASS members for these expenses as an employer is required to do under the
20 laws and regulations of California.

21 139. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred
22 by them and the CALIFORNIA CLASS members in the discharge of their job duties for
23 DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the
24 statutory rate and costs under California Labor Code Section 2802.
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NINTH CAUSE OF ACTION
VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT
(Cal. Lab. Code §§ 2698 et seq.)
(Alleged by PLAINTIFF against all Defendants)

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

141. PAGA is a mechanism by which the State of California itself can enforce state labor laws through the employee suing under the PAGA who does so as the proxy or agent of the state's labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a law enforcement action designed to protect the public and not to benefit private parties. The purpose of the PAGA is not to recover damages or restitution, but to create a means of “deputizing” citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as private attorneys general to recover civil penalties for Labor Code violations ..." (Stats. 2003, ch. 906, § 1). Accordingly, PAGA claims cannot be subject to arbitration.

142. PLAINTIFF, and such persons that may be added from time to time who satisfy the requirements and exhaust the administrative procedures under the Private Attorney General Act, bring this individual PAGA and Representative Action on behalf of the State of California with respect to himself and all persons who are or previously were employed by DEFENDANTS in California during the time period of September 30, 2024, until the present (the “AGGRIEVED EMPLOYEES”).

143. On September 30, 2025, PLAINTIFF gave written notice by certified mail to the Labor and Workforce Development Agency (the "Agency") and the employer of the specific provisions of this code alleged to have been violated as required by Labor Code § 2699.3. See Exhibit #1, attached hereto and incorporated by this reference herein. The statutory waiting period for Plaintiff to add these allegations to the Complaint has expired. As a result, pursuant to Section 2699.3, Plaintiff may now commence a representative civil action under PAGA pursuant to Section

1 2699 as the proxy of the State of California with respect to all AGGRIEVED EMPLOYEES as
2 herein defined.

3 144. The policies, acts and practices heretofore described were and are an unlawful
4 business act or practice because DEFENDANTS (a) failed to provide PLAINTIFF and
5 AGGRIEVED EMPLOYEES legally required, compliant, and duty-free meal and rest breaks, (b)
6 failed to pay PLAINTIFF and AGGREIVED EMPLOYEES all minimum, sick pay, regular and
7 overtime wages, (c) failed to pay PLAINTIFF and AGGRIEVED EMPLOYEES at the correct
8 regular rate of pay, (d) failed to pay PLAINTIFF and AGGRIEVED EMPLOYEES within seven
9 (7) days of the close of payroll, (e) failed to pay PLAINTIFF and AGGRIEVED EMPLOYEES
10 for all time worked, (f) failed to maintain true and accurate records, failed to timely pay wages due
11 during, and upon termination of employment, (g) failed to reimburse for required business
12 expenses, (h) failed to permit inspection of PLAINTIFF's employee records, (i) failed to provide
13 accurate itemized wage statements, (j) failed to timely pay PLAINTIFF and AGGRIEVED
14 EMPLOYEES wages due during, and upon termination of employment, all in violation of the
15 applicable Labor Code sections listed in Labor Code §2699.5, including but not limited to Labor
16 Code §§ 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246,
17 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804,
18 and the applicable Industrial Wage Order(s), and thereby gives rise to statutory penalties as a result
19 of such conduct. PLAINTIFF hereby seeks recovery of civil penalties as prescribed by the Labor
20 Code Private Attorney General Act of 2004 as the representative of the State of California for the
21 illegal conduct perpetrated on PLAINTIFF and the other AGGRIEVED EMPLOYEES.

22 145. For all provisions of the Labor Code for which civil penalty is not specifically
23 provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100)
24 for each AGGRIEVED EMPLOYEE, including PLAINTIFF, per pay period for the initial
25 violation and up to two hundred dollars (\$200) for each AGGRIEVED EMPLOYEE, including
26 PLAINTIFF, per pay period for each subsequent violation. PLAINTIFF and the AGGRIEVED
27 EMPLOYEES are entitled to an award of reasonable attorney's fees and costs in connection with
28 their claims for civil penalties pursuant to Labor Code Section 2699(k)(1).

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1. On behalf of the CALIFORNIA CLASS:

2. On behalf of the CALIFORNIA CLASS:

violation of California Labor Code Section 226;

e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with California Labor Code Section 203.

f. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

3. On behalf of the PLAINTIFF, the State of California and with respect to all AGGRIEVED EMPLOYEES: Recovery of civil penalties as prescribed by the Labor Code Private Attorneys General Act of 2004.

4. On all claims:

a. An award of interest, including prejudgment interest at the legal rate;

b. Such other and further relief as the Court deems just and equitable; and

c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law, including and pursuant to, but not limited to, California Labor Code Sections 218.5, 226, 246 and/or 1194.

DATED: December __, 2025

ZAKAY LAW GROUP, APLC

By: _____
Nicole Noursamadi, Esq.
Attorney for PLAINTIFF

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DEMAND FOR A JURY TRIAL

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

DATED: December __, 2025

ZAKAY LAW GROUP, APLC

By: _____
Nicole Noursamadi, Esq.
Attorney for PLAINTIFF

EXHIBIT 1



September 30, 2025

Via Online Filing to LWDA and Certified Mail to Defendants

Labor and Workforce Development Agency

Online Filing

JC RESORTS LLC

JC RESORTS MANAGEMENT LLC

BCR MANAGEMENT, INC.

KSC MANAGEMENT, INC.

c/o Paul L. Reed

533 Coast Blvd South

La Jolla, CA 92037

Sent via Certified Mail and Return Receipt No. 9589 0710 5270 1166 8818 20

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, 2804, and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

This notice is being sent in compliance with California Labor Code Section 2699.3. Our offices represent Plaintiff ANTHONY CARRILLO GARDEA (“Plaintiff”) and other aggrieved employees. Plaintiff was employed by Defendant JC RESORTS LLC (“Defendant JC Resorts”), Defendant JC RESORTS MANAGEMENT LLC (“Defendant JC Management”), Defendant BCR MANAGEMENT, INC. (“Defendant BCR Management”), and Defendant KSC MANAGEMENT, INC. (“Defendant KSC Management”) (hereinafter, collectively, “Defendants”) in California from March of 2023 through February of 2025 as a groundskeeper and worked at Defendants’ golf course at 15656 Yorba Avenue, Chino Hills, CA 91709. Plaintiff was employed by Defendants as a non-exempt employee, paid on an hourly basis, and entitled to payment of all wages and the legally required meal and rest breaks.

Plaintiff alleges that within the past year, Plaintiff personally suffered violations of the following Labor Code Sections as a result of Defendants’ failure to pay Plaintiff for all time worked, provide Plaintiff with compliant meal periods, provide Plaintiff with compliant rest periods, provide Plaintiff with accurate itemized wage statements that facially comply with the requirements provided for in Labor Code Section 226, furnish wages to Plaintiff with the frequency as set forth under Labor Code Section 204, and reimburse Plaintiff for necessary business expenses pursuant to Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, and 2804. These violations are actionable under California Labor Code Section 2699.3.

The information below provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. If the agency needs any further information, please do not hesitate to ask.

Plaintiff seeks to represent a group of aggrieved employees defined as any person currently or formerly employed by Defendant JC Resorts and/or Defendant JC Management and/or Defendant BCR Management and/or Defendant KSC Management who performed work in California and against whom one or more of the alleged violations listed above were committed during the relevant claim period ("Aggrieved Employees"). Plaintiff believes this group to be comprised of all current and former non-exempt employees who performed work for Defendant JC Resorts and/or Defendant JC Management and/or Defendant BCR Management and/or Defendant KSC Management in California during the period beginning one year prior to the date of this Notice and continuing through the present.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate Plaintiff and other Aggrieved Employees for missed meal and rest periods, failed to pay Plaintiff and other Aggrieved Employees for all time worked, failed to compensate Plaintiff and other Aggrieved Employees for off-the-clock work, failed to pay Plaintiff and other Aggrieved Employees overtime at the correct regular rate of pay, failed to compensate Plaintiff and other Aggrieved Employees meal and rest premiums at the regular rate of pay, failed to pay Plaintiff and other Aggrieved Employees redeemed sick pay at the regular rate of pay, failed to reimburse Plaintiff and other Aggrieved Employees for business expenses, and failed to issue to Plaintiff and other Aggrieved Employees accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. Defendants' uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows Defendants to illegally profit and gain an unfair advantage over competitors who comply with the law.

Meal Period Violations: Pursuant to the Industrial Welfare Commission Wage Orders, Defendants were required to pay Plaintiff and the Aggrieved Employees for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the last year, Defendants required Plaintiff and other Aggrieved Employees to work without paying them for all the time they were under Defendants' control. Specifically, Defendants required Plaintiff to work while clocked out during what was supposed to be Plaintiff's off-duty meal break. Indeed, there were many days where Plaintiff did not even receive a partial lunch. As a result, Plaintiff and other Aggrieved Employees forfeited minimum wage and overtime compensation by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees for all time worked is evidenced by Defendants' business records.

During the last year, as a result of their rigorous work schedules and Defendants' inadequate staffing practices, Plaintiff and other Aggrieved Employees were from time to time unable to take thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants

for more than five (5) hours during some shifts without receiving a meal break. Further, Defendants failed to provide Plaintiff and other Aggrieved Employees with a second off-duty meal period for some workdays in which these employees were required by Defendants to work ten (10) hours of work. The nature of the work performed by Plaintiff and other Aggrieved Employees does not qualify for the limited and narrowly construed “on-duty” meal period exception. When they were provided with meal periods, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on duty and on call. Defendants’ failure to provide Plaintiff and other Aggrieved Employees with legally required meal breaks is evidenced by Defendants’ business records. As a result of their rigorous work schedules and Defendants’ inadequate staffing, Plaintiff and other Aggrieved Employees therefore forfeited meal breaks without additional compensation and in accordance with Defendants’ strict corporate policy and practice. For example, as evidenced by Plaintiff’s wage statement below, Plaintiff was denied a compliant meal period during the pay period of January 20, 2025, to February 2, 2025, as Plaintiff’s meal period was interrupted. However, Defendants failed to pay Plaintiff a meal period premium.

STATEMENT OF EARNINGS - DETACH ALONG THIS PERFORATION AND RETAIN FOR YOUR RECORDS

JC Resorts LLC
533 Coast Blvd South
La Jolla, CA 92037-4641

Anthony Carrillo Gardea [REDACTED]	Paygroup BWHRLY	Check No 951577
	Location 34	Check Date 2/4/2025
	Site LSGC	Period Start 1/20/2025
	Division 325	Period End 2/2/2025
	Department GCM	Job 03266
Emp No 255826	Group NONE	Pay Rate 19.50

COMPANY MESSAGE

EARNINGS

Pay Type	Piece Units	Piece Rate	Period Start	Period End	Hours	Pay Rate	Current	YTD
Holiday								312.00
Meeting					4.000000	19.50	78.00	78.00
Overtime			1/20/2025	1/26/2025	0.080000	19.50	1.56	
Overtime			1/27/2025	2/2/2025	0.030000	19.50	0.58	5.65
Overtime Premium					0.110000	9.72	1.07	2.82
Regular Pay			1/20/2025	1/26/2025	37.720000	19.50	735.54	
Regular Pay			1/27/2025	2/2/2025	19.880000	19.50	387.66	2,930.06
Vac Payout					6.936400	19.50	135.26	135.26
Vacation								156.00

Total Hours Worked	61.710000	Total Hours	68.646400
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Rest Period Violations: From time to time during the past year, Plaintiff and other Aggrieved Employees were also required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work requirements and Defendants’ inadequate staffing. Further, for the same reasons, these employees were from time to time denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, from time to time denied a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and from time to time denied a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. When they were provided with rest breaks, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on premises, on duty and/or on call, and not fully relieved of all duties. Plaintiff and other Aggrieved Employees were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules and Defendants’ inadequate staffing, Plaintiff and other Aggrieved Employees were from time to time denied their proper rest periods by Defendants and Defendants’ managers. For example, during the pay period of January 20,

2025, to February 2, 2025, Plaintiff was denied at least one rest period. However, as evidenced by the example below, Defendants failed to pay Plaintiff a rest period premium.

STATEMENT OF EARNINGS - DETACH ALONG THIS PERFORATION AND RETAIN FOR YOUR RECORDS

JC Resorts LLC
533 Coast Blvd South
La Jolla, CA 92037-4641

Anthony Carrillo Gardea	Paygroup	BWHRLY	Check No	951577
	Location	34	Check Date	2/4/2025
	Site	LSGC	Period Start	1/20/2025
	Division	325	Period End	2/2/2025
	Department	GCM	Job	03266
Emp No 255826	Group	NONE	Pay Rate	19.50

COMPANY MESSAGE

EARNINGS

Pay Type	Piece Units	Piece Rate	Period Start	Period End	Hours	Pay Rate	Current	YTD
Holiday					4.000000	19.50	78.00	312.00
Meeting					0.080000	19.50	1.56	78.00
Overtime			1/20/2025	1/26/2025	0.030000	19.50	0.58	5.65
Overtime			1/27/2025	2/2/2025	0.110000	9.72	1.07	2.82
Overtime Premium					0.110000	9.72	1.07	2.82
Regular Pay			1/20/2025	1/26/2025	37.720000	19.50	735.54	
Regular Pay			1/27/2025	2/2/2025	19.880000	19.50	387.66	2,930.06
Vac Payout					6.936400	19.50	135.26	135.26
Vacation								156.00

Total Hours Worked	61.710000	Total Hours	68.646400
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Unreimbursed Business Expenses: Defendants as a matter of corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to reimburse and indemnify the Plaintiff and other Aggrieved Employees for required business expenses incurred by the Plaintiff and other Aggrieved Employees in direct consequence of discharging their duties on behalf of Defendants. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the 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."

Within the last year, in the course of their employment, Defendants required Plaintiff and other Aggrieved Employees to incur personal expenses as a result of and in furtherance of their job duties for the use of their personal cell phones and for the purchase of personal protective equipment (PPE). Specifically, Plaintiff and other Aggrieved Employees were required to incur personal expenses for the use of their personal cell phones and for the purchase PPE in order to perform work related tasks. However, Defendants unlawfully failed to reimburse Plaintiff and other Aggrieved Employees for the personal expenses incurred for the use of their personal cell phones for the purchase of PPE. As a result, in the course of their employment with Defendants, the Plaintiff and other Aggrieved Employees incurred unreimbursed business expenses that included, but were not limited to, costs related to the personal expenses incurred for the use of their personal cell phones and for the purchase of PPE, all on behalf of and for the benefit of Defendants. For example, during the pay period of November 25, 2024, to December 8, 2024, Defendants required Plaintiff to use Plaintiff's personal cell phone and incur personal expenses for the purchase of PPE. However, as evidenced by the example below, Defendants failed to reimburse Plaintiff for the use of Plaintiff's personal cell phone and expenses incurred for the purchase of

PPE.

JC RESORTSJC Resorts LLC
533 Coast Blvd South
La Jolla, CA 92037-4641**Pay Statement**

Period Start Date	11/25/2024
Period End Date	12/08/2024
Pay Date	12/13/2024
Document	305149
Net Pay	\$1,016.02

Pay Details

Anthony Carrillo Gardea



Employee Number 255826

SSN XXX-XX-XXXX

Job Greenskeeper/Gardener

Pay Rate \$19.00

Pay Frequency Biweekly

Pay Group Hourly Bi Weekly

Location Los Serranos Golf Course

Site LSGC - Los Serranos Golf

Division 325 - Golf Course Maintenance

Department GCM - Golf Course Maintenance

Group NONE - BLANK

Earnings

Pay Type	Week	Job	Hours	Pay Rate	Current	YTD
Double-Time			0.000000	\$0.00	\$0.00	\$9.69
DT Premium			0.000000	\$0.00	\$0.00	\$9.69
Food for EEs			0.000000	\$0.00	\$0.00	\$15.50
Holiday	2	Greenskeeper/Gardener	8.000000	\$19.00	\$152.00	\$1,064.00
Meal Premium			0.000000	\$0.00	\$0.00	\$19.00
Overtime	2	Greenskeeper/Gardener	0.090000	\$19.00	\$1.71	\$209.95
Overtime Premium	2	Greenskeeper/Gardener	0.090000	\$9.55	\$0.86	\$105.00
Regular Pay	1	Greenskeeper/Gardener	35.850000	\$19.00	\$681.15	
Regular Pay	2	Greenskeeper/Gardener	24.180000	\$19.00	\$459.42	\$29,118.83
Sick Pay			0.000000	\$0.00	\$0.00	\$1,216.00
Vacation			0.000000	\$0.00	\$0.00	\$1,577.00
Total Hours Worked 60.120000			Total Hours 68.120000			

Wage Statement Violations: California Labor Code Section 226 requires an employer to furnish its employees and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of the employee's social security number or an employee identification number other than a social security number, (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. From time to time during the last year, when Plaintiff and other Aggrieved Employees missed meal and rest breaks, or were paid inaccurately for missed meal and rest period premiums, or were not paid for all hours worked, Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements which failed to show, among other things, all deductions, the total hours worked and all applicable hourly rates in effect during the pay period, and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods. Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements that included all required elements listed above. Further, Defendants from time to time provided Plaintiff and the Aggrieved Employees with wage statements that failed to provide the accurate calculation of total hours worked. From time to time, Defendants failed to include all overtime hours worked into the calculation of total hours worked. As such, Defendants from time to time failed to provide Plaintiff and the Aggrieved Employees with wage statements that accurately provided the total hours worked, in violation of California Labor code Section 226(a)(2)

STATEMENT OF EARNINGS - DETACH ALONG THIS PERFORATION AND RETAIN FOR YOUR RECORDS								
JC Resorts LLC 533 Coast Blvd South La Jolla, CA 92037-4641								
Anthony Carrillo Gardea 		Paygroup BWHRLY Location 34 Site LSGC Division 325 Department GCM Group NONE	Check No 951577 Check Date 2/4/2025 Period Start 1/20/2025 Period End 2/2/2025 Job 03266 Pay Rate 19.50					
Emp No 255826								
COMPANY MESSAGE								
EARNINGS								
Pay Type	Piece Units	Piece Rate	Period Start	Period End	Hours	Pay Rate	Current	YTD
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Meeting					4.000000	19.50	78.00	78.00
Overtime			1/20/2025	1/26/2025	0.080000	19.50	1.56	
Overtime			1/27/2025	2/2/2025	0.030000	19.50	0.58	5.65
Overtime Premium					0.110000	9.72	1.07	2.82
Regular Pay			1/20/2025	1/26/2025	37.720000	19.50	735.54	
Regular Pay			1/27/2025	2/2/2025	19.880000	19.50	387.66	2,930.06
Vac Payout					6.936400	19.50	135.26	135.26
Vacation								156.00
Total Hours Worked		61.710000	Total Hours		68.646400			

As a result, Defendants issued Plaintiff and other Aggrieved Employees with wage statements that violate California Labor Code Section 226. Further, Defendants' violations are knowing and intentional; they were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations: During the last year, from time-to-time, Defendants failed and continue to fail to accurately pay Plaintiff and other Aggrieved Employees for all hours worked. During the last year, from time-to-time Defendants required Plaintiff and other Aggrieved Employees to perform pre-shift or post-shift work, sending and receiving work-related communications. This resulted in Plaintiff and other Aggrieved Employees having to work while off-the-clock. Defendants directly benefited from the undercompensated off-the-clock work performed by Plaintiff and other Aggrieved Employees. Defendants controlled the work schedules, duties, and protocols, applications, assignments, and employment conditions of Plaintiff and other Aggrieved Employees.

Defendants were able to track the amount of time Plaintiff and other Aggrieved Employees spent working; however, Defendants failed to document, track, or pay Plaintiff and other Aggrieved Employees all wages earned and owed for all the work they performed. Plaintiff and other Aggrieved Employees were non-exempt employees, subject to the requirements of the California Labor Code. Defendants' policies and practices deprived Plaintiff and other Aggrieved Employees of all minimum regular, overtime, and double time wages owed for the off-the-clock work activities. Because Plaintiff and other Aggrieved Employees typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day, Defendants' policies and practices also deprived them of overtime pay.

Defendants knew or should have known that Plaintiff's and other Aggrieved Employees' off-the-clock work was compensable under the law. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control, and benefit for the time spent working while off-the-clock, including but not limited to, undergoing pre-shift and

post-shift work. Defendants' uniform policy and practice to not pay Plaintiff and other Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and Redeemed Sick Pay: From time to time during the last year, Defendants failed and continue to fail to accurately calculate and pay Plaintiff and other Aggrieved Employees for their overtime and double time hours worked, meal and rest period premiums, and redeemed sick pay. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for working overtime without compensation at the correct overtime and double time rates, meal and rest period premiums, and redeemed sick pay rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees at the correct rate for all overtime and double time worked, meal and rest period premiums, and sick pay in accordance with applicable law is evidenced by Defendants' business records.

State law provides that employees must be paid overtime at one-and-one-half times their "regular rate of pay." Plaintiff and other Aggrieved Employees were compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's performance. The second component of Plaintiff's and other Aggrieved Employees' compensation was Defendants' non-discretionary incentive program that paid Plaintiff and other Aggrieved Employees incentive wages based on their performance for Defendants. The non-discretionary bonus program provided all employees paid on an hourly basis with bonus compensation when the employees met the various performance goals set by Defendants. However, from time to time, when calculating the regular rate of pay in those pay periods where Plaintiff and other Aggrieved Employees worked overtime, double time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary bonuses, Defendants failed to accurately include the non-discretionary bonus compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked rather than just all non-overtime hours worked. Management and supervisors described the incentive/bonus program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by Plaintiff and other Aggrieved Employees must be included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment of overtime and double time compensation, meal and rest period premium payments, and redeemed sick pay to Plaintiff and other Aggrieved Employees by Defendants.

Specifically, California Labor Code Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the employee actually works overtime in that workweek. Defendants' conduct, as articulated herein, by failing to include the incentive compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in violation of California Labor Code Section 246 the underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or 204.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally and knowingly failed to compensate Plaintiff and other Aggrieved Employees at the correct rate of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick pay as required by California law which allowed

Defendants to illegally profit and gain an unfair advantage over competitors who complied with the law.

Unlawful Deductions: During the last year, Defendants, from time-to-time, unlawfully deducted wages from Plaintiff and Aggrieved Employees' pay without explanations and without authorization to do so or notice to Plaintiff and the Aggrieved Employees. As a result, Defendants violated Labor Code Section 221.

Timekeeping Manipulation: During the last year, Defendants, from time-to-time, did not have an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time Plaintiff and other Aggrieved Employees worked each day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result, Defendants were able to and did in fact, unlawfully, and unilaterally alter the time recorded in Defendants' timekeeping system for Plaintiff and other Aggrieved Employees in order to avoid paying these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest breaks. As a result, Plaintiff and other Aggrieved Employees, from time-to-time, forfeited time worked by working without their time being accurately recorded and without compensation at the applicable pay rates.

The mutability of the timekeeping system also allowed Defendants to alter employee time records by recording fictitious thirty (30) minute meal breaks in Defendants' timekeeping system so as to create the appearance that Plaintiff and other Aggrieved Employees clocked out for thirty (30) minute meal breaks when in fact the employees were not at all times provided an off-duty meal break. This practice is a direct result of Defendants' uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise compensating them for missed meal breaks. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control and benefit for the time the timekeeping system was inoperable. Defendants' uniform policy and practice to not pay Plaintiff and the Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Unlawful Rounding Practices: During the last year, Defendants did not have in place an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time these employees worked each day, including overtime hours. Specifically, Defendants had in place an unlawful rounding policy and practice that resulted in Plaintiff and the Aggrieved Employees being undercompensated for all of their time worked. As a result, Defendants were able to and did in fact unlawfully and unilaterally round the time recorded in Defendants' timekeeping system for Plaintiff and the Aggrieved Employees in order to avoid paying these employees for all their time worked, including the applicable overtime compensation for overtime worked. As a result, Plaintiff and other Aggrieved Employees, from time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

Further, the mutability of Defendants' timekeeping system and unlawful rounding policy and practice resulted in Plaintiff's and the Aggrieved Employees' time being inaccurately recorded. As a result, from time to time, Defendants' unlawful rounding policy and practice caused Plaintiff and other Aggrieved Employees to perform work as ordered by Defendants for more than five (5) hours during a shift without receiving an off-duty meal break.

Untimely Payment of Wages: Pursuant to California Labor Code Section 204, Plaintiff and the Aggrieved Employees were entitled to timely payment of wages during their employment. Plaintiff and the Aggrieved Employees, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within the permissible time period. Pursuant to California Labor Code Section 201, “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Pursuant to California Labor Code Section 202, if an employee quits his or her employment, “his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.” Plaintiff and the Aggrieved Employees were, from time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201 and 202. To date, Defendants have not fully paid PLAINTIFF the minimum, overtime and double time compensation still owed to them or any penalty wages owed to them under California Labor Code Section 203.

Sick Pay Violations: California Labor Code Section 246 (a)(1) mandates that “An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.” Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From time to time, including within the last year, Defendants failed to have a policy or practice in place that provided Plaintiff and other Aggrieved Employees with sick days and/or paid sick leave. As of January 1, 2024, Defendants failed to adhere to the law in that they failed to provide and allow employees to use at least 40 hours or five days of paid sick leave per year. California Labor Code Section 246(i) requires an employer to furnish its employees with written wage statements setting forth the amount of paid sick leave available. From time to time, including within the last year, Defendants violated California Labor Code Section 246 by failing to furnish Plaintiff and other Aggrieved Employees with wage statements setting forth the amount of paid sick leave available.

Defendants also include DOES 1-50, the true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise, are presently unknown to Plaintiff who therefore sues these Defendants by such fictitious names. To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals, including DOES 1-50, responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues their investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided in compliance with California Labor Code Section 2699.3, *et seq.*

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

Sincerely,

Nicole Noursamadi

Nicole Noursamadi, Esq.
Attorney for Plaintiff

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)

shani@zakaylaw.com

Jennifer Gerstenzang (State Bar #279810)

jenny@zakaylaw.com

Nicole Noursamadi (State Bar #357246)

nicole@zakaylaw.com

Eden Zakay (State Bar #339536)

eden@zakaylaw.com

Jaclyn Joyce (State Bar #285124)

jaclyn@zakaylaw.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 255-9047

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)

jlapuyade@jcl-lawfirm.com

5440 Morehouse Drive, Suite 3600

San Diego, CA 92121

Telephone: (619) 599-8292

Attorneys for PLAINTIFF

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN BERNARDINO

ANTHONY CARRILLO GARDEA, an individual, on behalf of Plaintiff, and on behalf of all persons similarly situated,

Plaintiff,

v.

JC RESORTS LLC, a Delaware limited liability company; JC RESORTS MANAGEMENT LLC, a Delaware limited liability company; BCR MANAGEMENT, INC., a California corporation; KSC MANAGEMENT, INC., a California corporation; and DOES 1-50, Inclusive,

Defendants.

Case No: CIVRS2508436

FIRST AMENDED 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, *et seq*;
- 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.