

To: 14422473769 From: 18186962307 Date: 04/20/20 Time: 12:05 PM Page: 09/41

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

APR 20 2020

Sherril R. Carter, Executive Officer/Clerk of Court
By: Tanya Herrera, Deputy

1 Haig B. Kazandjian, Esq. Bar No.: 278622
2 haig@hbklawyers.com
3 Cathy Gonzalez, Esq. Bar No.: 310625
4 cathy@hbklawyers.com
5 Kevin P. Crough, Esq. Bar No.: 323904
6 kevin@hbklawyers.com
7 **HAIG B. KAZANDJIAN LAWYERS, APC**
8 801 North Brand Boulevard, Suite 970
9 Glendale, California 91203
10 Telephone: 1-818-696-2306
11 Facsimile: 1-818-696-2307

12 Attorneys for Plaintiff WILLIAM ATKINS,
13 on behalf of himself and all others similarly situated

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE**

16 WILLIAM ATKINS, on behalf of himself
17 and all others similarly situated

18 Plaintiffs,

19 vs.

20 LEVY RESTAURANT HOLDINGS, INC.;
21 LEVY RESTAURANT CORPORATION;
22 COMPASS GROUP USA, INC.;
23 CHRISTIAN SALAZAR and DOES 1
24 through 50, inclusive,

25 Defendants.

Case No.

20STCV15321

**CLASS ACTION COMPLAINT FOR
DAMAGES AND PENALTIES**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF LABOR CODE §§ 226.7, 512, 558, 1198;
4. FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS IN VIOLATION OF LABOR CODE § 226;
5. FAILURE TO KEEP ACCURATE PAYROLL RECORDS IN VIOLATION OF LABOR CODE §§ 226, 558, 1198 AND THE L.W.C. WAGE ORDERS;
6. FAILURE TO PAY WAITING TIME PENALTIES IN VIOLATION OF LABOR CODE §§ 203, 558;
7. FAILURE TO PAY WAGES UPON TERMINATION IN VIOLATION OF LABOR CODE §§ 201 and 202
8. FAILURE TO PROVIDE REST

HAIG B. KAZANDJIAN LAWYERS, APC
801 N. Brand Blvd., Suite 970
Glendale, CA 91203
Tel: (818) 696-2306 Fax: (818) 696-2307

**PERIODS IN VIOLATION OF
LABOR CODE
§ 226.7 AND THE I.W.C. WAGE
ORDERS**

- 9. FAILURE TO REIMBURSE
EMPLOYEE EXPENSES IN
VIOLATION OF LABOR CODE
§§ 2800 and 2802;**
**10. UNLAWFUL BUSINESS PRACTICES
IN VIOLATION OF BUS. & PROF.
CODE § 17200, *ET SEQ.*; and**
**11. VIOLATION OF CALIFORNIA
PRIVATE ATTORNEYS GENERAL
ACT (“PAGA”) LABOR CODE § 2698,
et seq.**

DEMAND FOR JURY TRIAL

Plaintiff WILLIAM ATKINS (“Representative Plaintiff” or “Plaintiff”), individually, and on behalf of other members of the general public similarly situated and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act, alleges as follows:

I. INTRODUCTION

1. This is Class Action, pursuant to California Code of Civil Procedure §382 on behalf of Plaintiff and other non-exempt current and former employees employed LEVY RESTAURANT HOLDINGS, INC.; LEVY RESTAURANT CORPORATION; COMPASS GROUP USA, INC.; CHRISTIAN SALAZAR and DOES 1 through 50 (collectively “Defendants”). Defendants were joint employers of Plaintiffs in that they were operating as joint enterprises and both suffered and permitted Plaintiff to work for each of them; controlled Plaintiff’s hours and working conditions; controlled Plaintiff’s wages; both made the decision to hire Plaintiff and had control of termination of a Plaintiff’s employment and therefore jointly employed Plaintiff. Defendants are collectively hereinafter referred to as “Defendants”.

2. This is a civil action seeking recovery for Defendants’ violations of California Labor Code (“Labor Code”) including, but not limited to, §1194, et seq., §1197, §200 et seq.,

Labor Code §500 et seq., California Business and Professions Code (“B& PC”) §17000 et seq. and §17200 , et seq., the applicable Wage Order(s) issued by the California Industrial Welfare Commission (hereinafter, the “IWC Wage Order(s)”) and related common law principles.

3. Plaintiffs’ action seeks monetary damages, including, but not limited to, full restitution from Defendants as a result of Defendants’ unlawful, fraudulent and/or unfair business practices.

4. The acts complained of herein occurred, occur and will occur, at least in part, within the time period from four (4) years preceding the filing of Plaintiff’s complaint, up to and through the time of trial for this matter.

RELEVANT EMPLOYEES

5. The relevant employees are Defendants’ non-exempt current and former employees, employed in California by Defendants.

6. Defendants’ non-exempt current and former employees are paid by Defendants on an hourly pay basis.

7. The obligations and responsibilities of Defendants’ current and former non-exempt, hourly paid employees employed in California by Defendants are virtually identical from location to location and employee to employee. Any differences in job activities between the different individuals in these positions were and are legally insignificant to the issues presented by this action.

SUMMARY OF CLAIMS

8. With regard to Defendants’ California based non-exempt, hourly paid current and former employees that worked for Defendants, Defendants have established a rounding policy which does not compensate said employees for the time they actually worked and as a result Defendants have failed to pay for all wages due including overtime wages for all hours worked and failed to pay the required minimum wage for all hours worked. Further Defendants have failed to provide timely uninterrupted 30-minute meal periods; failed to provide paid rest periods; failed to timely furnish accurate itemized wage statements; failed to reimburse for business expenses; violated Labor Code §203; and conducted unfair business practices.

PARTIES

9. Plaintiff WILLIAM ATKINS is an individual who resides in California and was employed by Defendants LEVY RESTAURANT HOLDINGS, INC.; LEVY RESTAURANT CORPORATION; COMPASS GROUP USA, INC.; CHRISTIAN SALAZAR and DOES 1 through 50 “Defendants”) became employed by Defendants on or about April 2015 as a non-exempt hourly employee.

10. Plaintiff is informed and believes, and based on such information and belief, alleges that at all times mentioned herein, Defendants were and are corporations and/or other business entities of unknown form, existing under the laws of the State of California, and/or authorized to do business and doing business in the State of California.

11. At all relevant times, Defendants were employers whose employees are engaged throughout the State of California and were the employer of Plaintiff within the meaning of all applicable California state laws and statutes.

12. Representative Plaintiff are unaware of the true names and capacities, whether corporate or individual, or otherwise, of defendants named as DOES 1 through 50 inclusive. Pursuant to California Code of Civil Procedure section 474, Representative Plaintiff will seek leave of court to amend this complaint to state said Defendants’ true names and capacities when the same have been ascertained. Representative Plaintiff is informed and believes and based on such information and belief alleges that said fictitiously-named defendants are responsible in some manner for the injuries and damages to Representative Plaintiff as further alleged herein. Defendants LEVY RESTAURANT HOLDINGS, INC.; LEVY RESTAURANT CORPORATION; COMPASS GROUP USA, INC.; CHRISTIAN SALAZAR and DOES 1 through 50 were joint employers of Plaintiff in that they were operating as a joint enterprises and both suffered and permitted Plaintiff to work for each of them; controlled Plaintiff’s hours and working conditions; Controlled Plaintiff’s wages; Defendants LEVY RESTAURANT HOLDINGS, INC.; LEVY RESTAURANT CORPORATION; COMPASS GROUP USA, INC.; CHRISTIAN SALAZAR and DOES 1 through 50 made the decision to hire Plaintiff and had control of Plaintiff’s employment and therefore jointly employed Plaintiff.

13. On information and belief at all times herein mentioned, Defendants ratified each and every act or omission complained of herein.

14. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings and circumstances alleged in this Complaint.

15. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were the agents, servants and/or employees of some or all other Defendants, and vice versa, and in doing the things alleged in this Complaint

16. Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude and/or employment.

17. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership and common enterprise, and were acting within the course and scope of, and in pursuance of said joint venture, partnership and common enterprise.

18. Defendants, and each of them, at all times mentioned in this Complaint concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing complaint, injuries and/or damages alleged in this Complaint. Defendants, and each of them, at all times mentioned in this Complaint approved of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this Complaint.

19. Defendants, and each of them, at all times mentioned in this Complaint aided and abetted the acts and omissions of each and every one of the other Defendants thereby proximately causing the damages alleged in this Complaint.

20. Plaintiff seeks penalties and unpaid wages, penalties and other compensation from Defendants for the relevant time period because Defendants have:

- a. failed to pay all wages due including overtime wages for all hours worked;
- b. failed to pay the required minimum wage for all hours worked;
- c. failed to provide meal periods

- d. failed to provide paid rest periods;
- e. failed to provide accurate wage statement(s)
- f. failed to provide itemized wage statement(s)
- g. violated Labor Code §§ 201, 202, 203;
- h. failed to reimburse for business expenses and
- i. Conducted unfair business practices.

VENUE AND JURISDICTION

21. Venue is proper under California Code of Civil Procedure section 395 and under California Government Code section 12965(b), in that Plaintiff's injuries were incurred within the County of Los Angeles, the actions giving rise to Representative Plaintiff's complaint arose within the County of Los Angeles, and Defendants are located in the County of Los Angeles and/or do business in the County of Los Angeles.

22. Further, this class action is brought pursuant to the California Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

23. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all other causes" except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

24. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally availed themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

25. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of Los Angeles. The majority of the acts and omissions alleged herein relating to the other class

members took place in the State of California, including the County of Los Angeles, which has the highest concentration of Defendants' offices, and therefore percipient witnesses, in the State of California.

26. The California Superior Court also has jurisdiction in this matter because the individual claims of the members of the Classes herein are under the seventy-five thousand (\$75,000) jurisdictional threshold for Federal Court and the aggregate claim is under five million dollars (\$5,000,000) threshold of the Class Action Fairness Act of 2005 ("CAFA"). Further, there is no federal question at issue, as the issues herein are based solely on California statutes and law, including the Labor Code, IWC Wage Order(s), CCP, and Business & Profession Code.

GENERAL ALLEGATIONS:

27. CCP §382 provides in pertinent part: "... [W]hen the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all.

28. Plaintiff brings this suit as a class action pursuant to CCP § 382, on behalf of individuals who are entitled to the monies unlawfully withheld by Defendants. This is a PAGA and Class Action Complaint, on behalf of Plaintiffs and all other persons similarly situated who worked for Defendants in California as non-exempt hourly employees for: (i) failure to pay straight and overtime compensation in violation of Labor Code sections 223, 510, 558, 1194, 1198 and 1199; (ii) failure to pay minimum wages; (iii) failure to provide meal periods in violation of Labor Code sections 226.7, 512, 558 and 1198; (iv) failure to provide itemized wage statements in violation of Labor Code section 226; (v) failure to keep accurate payroll records in violation of Labor Code sections 226, 1198 and the IWC Wage Orders; (vi) failure to pay waiting time penalties in violation of Labor Code section 203; (vii) failure to provide rest breaks; (viii) failure to reimburse business expenses; (ix) unlawful business practices in violation of Bus. & Prof. Code section 17200 *et seq.*; and (x) Violation of the California Private Attorneys General Act ("PAGA") Labor Code §2698, *et seq.*

29. For at least four (4) years prior to the filing of this complaint and through to the present, Defendants have had a consistent policy of failing to pay for straight and overtime hours

worked by the Defendants' non-exempt hourly California employees in violation of California law. Defendants have also automatically deducted 30 minutes of work time each day from Representative Plaintiff and the putative class members pay each day. Additionally, Defendants utilized a pay system which improperly rounded time to the detriment of the Representative Plaintiff and the putative class members. Defendants rounded the actual time worked and recorded by Representative Plaintiff and the putative class members usually down, so that during the course of their employment, Representative Plaintiff and the putative class members were paid far less than they would have been paid had they been paid for their actual work time rather than rounded time.

30. For at least four (4) years prior to the filing of this complaint and through to the present, Defendants have had a consistent policy of failing to provide to its non-exempt hourly employees with itemized wage statements that included the correct total hours worked by the employee, the correct net wages earned, the complete name and address of the correct legal entity that is the employer and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

31. Representative Plaintiff, on behalf of himself and all class members, brings this action pursuant to California Labor Code sections 203, 223, 226, 226.7, 510, 558, 1194, 1198 and 1199 seeking unpaid straight and overtime wages, compensation for unprovided and/or legally inadequate meal and rest periods, reporting time pay, penalties, injunctive and other equitable relief, interest, and reasonable attorneys' fees and costs pursuant to Labor Code sections 218.5, 218.6 and 1194.

32. Representative Plaintiff, on behalf of himself and all class members, pursuant to Business and Professions Code sections 17200-17208, also seek injunctive relief, restitution, and disgorgement of all benefits Defendants enjoyed from their failure to correctly pay straight and overtime wages for all hours worked, unprovided meal periods, and injuries suffered as a result of the Defendants' failure to timely pay all wages due.

STATEMENT OF FACTS

33. Defendants did not pay Representative Plaintiff, the putative class members and

other aggrieved employees for all hours worked, including time that was automatically deducted from their pay for legally inadequate meal periods. Defendants employed Plaintiff and other persons as hourly-pad on non-exempt employees within the State of California, including, but not limited to, the County of Los Angeles.

34. The number of hours that the employees actually spent working for Defendants that is listed on the wage statements is also incorrect because of Defendants failure to record and compensate its employees for all the time that they are under the employer's control pursuant to the company's illegal rounding policy, and because they auto-deducted 30 minutes each day from their employees' pay for meal periods that were not provided. Thus, the total earnings and the number of hours listed on the employee's pay stubs are incorrect as they do not include the hours worked in the pay that the employees should have received.

35. Defendants did not provide Representative Plaintiff, the putative class members, and other aggrieved employees with an itemized wage statement that listed the correct number of hours worked by them, and the correct and full name and address of the legal entity that is the employer. Representative Plaintiff, the putative class members', and other aggrieved employees' wage statements also did not list the correct number of hours worked by them due to the auto-deductions and uncompensated time that employees spent working during their meal periods and unpaid time due to the company's rounding practices and policies. Representative Plaintiff's, the putative class members', and other aggrieved employees' wage statements also failed to list all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by these employees because of the Defendants failure to pay overtime.

36. Defendants had the authority to hire and terminate Plaintiff and other class members, to set work rules and conditions governing Plaintiff's and the other class members' employment and to supervise their daily employment activities.

37. Defendants failed to compensate Plaintiff and other class members for all hours worked, missed, short, late and/or interrupted meal periods and/or rest breaks.

38. Defendants directly hired and paid wages and benefits to Plaintiff and the other

class members.

39. Defendants continue to employ hourly-paid or non-exempt employees at their locations within the State of California.

40. Plaintiff and the other class members worked over eight (8) hours in a day, and/or forty (40) hours in a week during their employment with Defendants.

41. Plaintiff is informed and believes, and based thereon alleges, that at all material times set forth herein, Defendants were advised by skilled lawyers and other professionals, employees, and advisors knowledgeable about California and federal labor and wage law and employment and personnel practices, and about the requirements of California and federal law.

42. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive certain wages for overtime compensation and that they were not receiving wages for overtime compensation.

43. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide to Plaintiff and the other class members the required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and thus they are entitled to any and all applicable penalties.

44. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known the Plaintiff and the other class members were entitled to receive all meal periods or payments of one additional hour of pay at Plaintiff's and other class members' regular rate of pay when a meal period was missed, and they did not receive all meal periods of payment of one additional hour of pay at Plaintiff's and the other class members' regular rate of pay when a meal period was missed.

45. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff and the other class members' regular rate of pay when a rest period was missed, and they did not receive all rest periods or payment of one additional hour of pay at Plaintiff and the other class members' regular rate of

1 pay when a rest period was missed.

2 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
3 knew or should have known that Plaintiff and the other class members were entitled to receive all
4 wages owed to them upon discharge or resignation, including overtime, minimum wages, meal
5 and rest period premiums, and they did not, in fact, receive all such wages owed to them at the
6 time of their discharge or resignation.

7 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knew or should have known that Plaintiff and the other class members were entitled to receive all
9 wages owed to them during their employment. Plaintiff and the other class members did not
10 receive payment of all wages, including overtime and minimum wages and meal and rest period
11 premiums, within any time permissible under California Labor Code section 204.

12 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 knew or should have known that Plaintiff and the other class members were entitled to receive
14 complete and accurate wage statements in accordance with California law, however they did not
15 receive complete and accurate wage statements from Defendants. The deficiencies included,
16 *inter alia*, the failure to include the total number of hours worked by Plaintiff and the other class
17 members.

18 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants
19 knew or should have known that Defendants had to keep complete and accurate payroll records
20 for Plaintiff and the other class members in accordance with California law, but, in fact, did not
21 keep complete and accurate payroll records.

22 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants
23 knew or should have known that Plaintiff and the other class members were entitled to
24 reimbursement for necessary business-related expenses, however they did not reimburse
25 employees for all necessary business-related expenses.

26 51. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that they had a duty to compensate Plaintiff and the other class
28 members pursuant to California law, and that Defendants had the financial ability to pay such

1 compensation, but willfully, knowingly and intentionally failed to do so, and falsely represented
2 to Plaintiff and the other class members that they were properly denied wages, all in order to
3 increase Defendants' profits.

4 52. California Labor Code section 218 states that nothing in Article 1 of the Labor
5 Code shall limit the right of any wage claimant to "sue directly...for any wages or penalty due to
6 him [or her] under this article."

7 **CLASS ACTION ALLEGATIONS**

8 53. The putative classes Plaintiffs will seek to certify are currently composed of and
9 defined as follows:

10 54. **Overtime Class.** All of Defendants' California-based non-exempt, hourly paid
11 current and former employees, employed during the relevant time period (as defined, supra) to
12 whom Defendants failed to pay overtime wages (hereinafter, the "Overtime Class")

13 55. **Rounding Class.** All of Defendants' California-based non-exempt, hourly paid
14 current and former employees, employed during the relevant time period (as defined, supra) that
15 were subject to Defendants rounding policies and practices. (hereinafter, the "Rounding Class")

16 56. **Minimum Wage Class.** All of Defendants' California-based non-exempt, hourly
17 paid current and former employees, employed during the relevant time period (as defined, supra)
18 to whom Defendants failed to pay minimum wages (hereinafter, the "Minimum Wage Class")

19 57. **Meal Period Class.** All of Defendants' California-based non-exempt, hourly
20 paid current and former employees, employed during the relevant time period (as defined, supra)
21 that were not provided a legally adequate meal period for each day in which such employees
22 worked five (5) hours or more and were not provided compensation by Defendants of one (1)
23 hour of pay at their regular rate of compensation for each workday that a meal period was not
24 provided. (hereinafter, the "Meal Period Class");

25 58. **Rest Period Class.** All of Defendants' California-based non-exempt, hourly paid
26 current and former employees, employed during the relevant time period (as defined, supra) that
27 were not provided a legally adequate rest period for each day in which such employees was not
28 provided a 10 minute rest break for every four hours of work, or every major fraction thereof as

employees were not provided compensation by Defendants of one (1) hour of pay at their regular rate of compensation for each workday that rest breaks were not provided (hereinafter, the “Rest Period Class”).

59. **Auto-Deduct Class.** All of Defendants’ California-based non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra), worked time that was automatically deducted from their pay (hereinafter, the “Auto Deduct Class”);.

60. **Waiting Time Penalties Class.** All of Defendants’ California-based non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) that did not receive all wages owed to them at the time of termination or resignation (hereinafter, the “LC203 Class”). .

61. **Failure to Keep Accurate Pay Records Class.** All of Defendants’ California-based non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) who were not provided with accurate and complete time keeping records that recorded all work periods, the total numbers of hours worked, and correct wages owed (hereinafter, the Pay Records Class”)..

62. **Itemized Wage Statement Class.** All of Defendants’ California-based non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) that did not receive an itemized wage statement that listed the correct straight and/ or overtime number of hours that the employee worked in the pay period, the correct corresponding rates of pay, the correct gross and net wages earned and/or correct name and address of the legal entity that is their employer (hereinafter, the Itemized Wage Statement Class”)..

63. **Failure to Reimburse Business Related Expenses Class.** All of Defendants’ California-based non-exempt, hourly paid current and former employees, employed during the relevant time period (as defined, supra) who did not receive all wages owed for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 (hereinafter, the Business Expense Class”).

64. Representative Plaintiff reserve the right under Rule 1855(b) of the California Rules of Court to amend or modify the class descriptions with greater specificity or further division into subclasses or limitation to particular issues.

65. This action has been brought and may properly be maintained as a class action under the provisions of Section 382 of the California Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Classes are easily ascertainable.

A. Numerosity

66. The potential members of the Classes as defined are so numerous that joinder of all the members of the Classes is impracticable. While the precise number of class members for each Class has not been determined at this time, Representative Plaintiff is informed and believe that Defendants currently employ, and during the relevant time periods employed, at least 30 employees in the State of California, in non-exempt positions, including but not limited to printers, pre-press collector, product specialists, customer service representatives/agents and receptionists in Los Angeles County and throughout California, who are or have been affected by Defendants' policy of: (1) failing to pay overtime and for all time worked; (2) failing to provide employees with legally adequate meal and rest periods; (3) failing to pay all wages at termination; (4) failure to reimburse business expenses; (5) failure to pay minimum wages; and (6) failure to provide and keep accurate wage statements and records.

67. Upon information and belief, Representative Plaintiff alleges that Defendants' employment records will provide information as to the number and location of all members of the Classes. Joinder of all members of the proposed Classes is not practicable.

B. Commonality

68. There are questions of law and fact common to the Classes that predominate over any questions affecting only individual Class members. These common questions of law and fact include, without limitation:

(a) Whether Defendants properly paid employees for all straight and overtime hours worked in accordance with Labor Code sections 510, 558 and 1198, and the IWC Wage Orders,

Section 3;

(b) Whether Defendants violated Labor Code Sections 512 and 226.7, and the IWC Wage Orders, Sections 11 by failing to properly provide meal periods of at least 30 off-duty minutes within the first 5 hours of their shift for employees working more than 5 hours in a day, and a second meal period to employees that worked over 10 hours in a day; and if so, whether Defendants failed to timely compensate said employees for one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

(c) Whether Defendants violated Labor Code Sections 512 and 226.7, and the IWC Wage Orders by failing to authorize or permit rest periods of at least 10 off-duty minutes for every 4 hours of their employees shift/s; and if so, whether Defendants failed to timely compensate said employees for one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;

(d) Whether Defendants violated Labor Code Sections 201-204 by failing to pay straight and/or overtime wages, and compensation for denied and/or unprovided meal periods due and owing at the time that any class member's employment with Defendants terminated;

(e) Whether Defendants' time rounding policy and practices ensured that Defendants paid the legal straight time pay, minimum wage pay and/or overtime pay for all hours worked by Representative Plaintiff and the putative class members;

(f) Whether Defendants violated Labor Code section 226 for their failure to furnish their employees with an accurate and legally adequate itemized wage statement;

(g) Whether Defendants violated Labor Code sections 2800 and 2802 for their failure to reimburse their employees for all necessary business related expenses; and

(h) Whether Defendants violated Labor Code sections 226, 1174(d), 1198, and the IWC Wage Orders, Section 7 by failing to keep accurate time records.

C. Typicality

69. The claims of the Representative Plaintiff are typical of the claims of the Classes. Representative Plaintiff and all members of the Classes sustained injuries and damages arising

out of and caused by Defendants' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged therein.

D. Adequacy of Representation

70. The Representative Plaintiff is an adequate representative of the Classes Plaintiff seeks to represent; will fairly protect the interests of the members of the Classes; has no interests antagonistic to the members of the Classes; and will fairly and adequately represent and protect the interests of the members of the Classes and will vigorously pursue this suit via attorneys who are competent, skilled and experienced in litigating matters of this type. Counsel who represents the Representative Plaintiff are competent and experienced.

E. Superiority of Class Action

71. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all class members is not practicable, and questions of law and fact common to the Classes predominate over any questions affecting only individual members of the Classes. Each member of each Class has been damaged and is entitled to recovery by reason of Defendants' illegal policy and/ or practice of failing to legally compensate class members as alleged above.

72. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Representative Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

PAGA ALLEGATIONS

73. At all relevant times set forth herein, PAGA was applicable to Plaintiff's employment by Defendants.

74. At all times set forth herein, PAGA provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the Labor and Workforce Development Agency ("LWDA") for violations of the California Labor Code, which may be alternatively recovered through a civil action brought by an aggrieved employee on behalf of

himself and other current or former employees pursuant to procedures set forth under California Labor Code section 2699.3.

75. Plaintiff Atkins was employed by Defendants and the alleged violations were committed against him during his time of employment and he is, therefore, an aggrieved employee, as defined by California Labor Code section 2699(c). Specifically, he is a former employee of Defendants, and one or more of the alleged violations were committed against him.

76. Pursuant to Labor Code sections 2699.3 and 2699.5, on February 6, 2020, and on February 12, 2020, Plaintiff Atkins, served, via Certified Mail, on Defendants and on the LWDA written notice of the specific provisions of the California Labor Code that Defendants violated, including facts and theories supporting the alleged violations. The LWDA neither provided notice to the employer nor to Plaintiff Atkins of its intention to investigate Defendants' alleged violations, nor did the LWDA provide such a notice within the requisite sixty-five (65) calendar days of the postmark date of Plaintiff Atkins' Notices. The administrative prerequisites under California Labor Code section 2699.3(a) to recover civil penalties per California Labor Code section 558 against Defendants, in addition to other remedies, for violations of California Labor Code sections 201, 202, 203, 204, 206, 226(a), 226.7, 246, 510, 512(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2810.5 have been satisfied. As such, Plaintiff may commence a civil action pursuant to California Labor Code section 2699 to recover civil penalties.

FIRST CAUSE OF ACTION

FAILURE TO PAY OVERTIME WAGES

(Against Defendants LEVY RESTAURANT HOLDINGS, INC.; LEVY RESTAURANT CORPORATION; COMPASS GROUP USA, INC and DOES 1 through 50)

77. Representative Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

78. Defendants have had a consistent policy of failing to pay straight and overtime wages to its hourly non-exempt employees in violation of California state wage and hour laws by not paying overtime to Representative Plaintiff and the putative members when they work over 8

hours in a day and/or 40 hours in a workweek, as well as for the first 8 hours of work on the seventh consecutive day of work within a workweek. Defendants also have their employees work without payment including, but not limited to, 30 minutes of work time that Defendants automatically deducted each day for meal periods that were never provided and which are not legally adequate. Additionally, employees were not paid for all of the time that they spent working under their employer's control due to Defendants improper rounding practices and policy.

79. As a result of the unlawful acts of Defendants, Representative Plaintiff and the class have been deprived of their full straight and/or overtime wages in amounts to be determined at trial, and are entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code sections 218.5, 510, 558, 1194, 1197, 1198 and 1199.

SECOND CAUSE OF ACTION

FAILURE TO PAY MINIMUM WAGES

(Against Defendants LEVY RESTAURANT HOLDINGS, INC.; LEVY RESTAURANT CORPORATION; COMPASS GROUP USA, INC and DOES 1 through 50)

80. Plaintiff incorporates by reference and realleges each and every one of the allegations contained in the preceding and foregoing paragraphs of this Complaint as if fully set forth herein.

81. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by the Labor Commission is unlawful.

82. California Code of Regulations Title 8, §11000(s) and the IWC Wage Orders §4(A) state: "Every employer shall pay to each employee... wages not less than eight dollars (\$8.00) per hour for all hours worked, effective January 1, 2008... and not less than nine dollars (\$9.00) per hours for all hours worked, effective July 1, 2014... and not less than ten dollars (\$10.00) per hour for all hours worked, effective January 2016.

83. Defendants, as a matter of established company policy and procedure, at each and every one of the individual facilities owned and/or operated by Defendants which resulted in the

members of the Minimum Wage Class earning less than the legal minimum wage in the State of California.

84. Defendants' pattern and practice in uniform administration of corporate policy regarding Defendants' failure to pay the legal minimum wage to the members of the Minimum Wage Class as described herein is unlawful and creates entitlement, pursuant to Labor Code §1194(a), to recovery by the members of the Minimum Wage Class, in a civil action, for the unpaid balance of the full amount of the unpaid minimum wages owed, calculated as the difference between the straight time compensation paid and the applicable minimum wage, including interest thereon.

85. Pursuant to Labor Code §1194.2(a) (which provides that in any action under Labor Code §1194, an employee shall be entitled to recover liquidated damages, the members of the Minimum Wage Class seek recovery of liquidated damages on the straight-time portion of uncompensated hours of work (not including the overtime portion thereof) in an amount equal to the wages unlawfully unpaid and interest thereon.

86. Pursuant to Labor Code §218.6, Labor Code §1194(a) and CC §3287, the members of the Minimum Wage Class seek recover of pre-judgment interest on all amount recovered herein.

87. Pursuant to Labor Code §1194(a), the members of the Minimum Wage Class request that the Court award reasonable attorneys' fees and costs incurred by them in this action.

THIRD CAUSE OF ACTION

(FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF LABOR CODE §§

226.7, 512, 558, and 1198; and IWC Wage Orders)

(Against Defendants LEVY RESTAURANT HOLDINGS, INC.; LEVY RESTAURANT CORPORATION; COMPASS GROUP USA, INC and DOES 1 through 50)

88. Representative Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

89. Defendants do not have a written meal period policy and do not provide its employees with meal periods consistent with the requirements of Labor Code section 512. By

employing these individuals for work periods of more than five (5) hours and ten (10) hours per day without providing legally adequate meal periods (such as short, on-duty, late or interrupted meal periods), and failing to provide compensation for unprovided and/or legally inadequate meal periods, as alleged above, Defendants violated the provisions of Labor Code sections 512 and 226.7. As a result of the unlawful acts of Defendants, Representative Plaintiff and the putative class members have been deprived of premium wages in amounts to be determined at trial, and are entitled to the recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226.7, 512, 558, and 1198, as well as the I.W.C. Wage Orders.

FOURTH CAUSE OF ACTION

FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS IN VIOLATION OF LABOR CODE § 226

**(Against Defendants LEVY RESTAURANT HOLDINGS, INC.; LEVY RESTAURANT
CORPORATION; COMPASS GROUP USA, INC and DOES 1 through 50)**

90. Representative Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

91. Section 226(a) of the California Labor Code requires Defendants to provide itemized wage statements at the time of payment of wages which include but are not limited to the following: gross wages earned; the correct total hours worked by the employee; the correct net wages earned; the inclusive dates of the period for which the employee is paid; the name and address of the correct legal entity that is the employer; and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

92. Representative Plaintiff contends that he and the putative class members have been injured by Defendants' failure to provide all of the requisite information on its itemized wage statements in that such failure, *inter alia*: (1) masks possible and actual underpayments to Defendants' employees; (2) make it difficult for Defendants' employees to verify that they have in fact been paid the proper amounts owing for all hours worked; and (3) makes it difficult for

Representative Plaintiff to identify his true employer for purposes of this litigation. Said conduct was done knowingly and intentionally since Defendants are aware of California law, and with the design to harm Representative Plaintiffs and the putative class members.

FIFTH CAUSE OF ACTION

**(FAILURE TO KEEP ACCURATE PAYROLL RECORDS IN VIOLATION OF LABOR
CODE §§ 226, 558, 1198, the Wage Orders)**

**(Against Defendants LEVY RESTAURANT HOLDINGS, INC.; LEVY RESTAURANT
CORPORATION; COMPASS GROUP USA, INC and DOES 1 through 50)**

93. Representative Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

94. At all times relevant during the liability period, Representative Plaintiff and class members were employees of Defendants covered by Labor Code sections 226, 558 and 1198, and the Wage Orders.

95. Pursuant to Labor Code section 226, Defendants were required to furnish each of its employees with an accurate itemized statement reflecting, *inter alia*, total number of hours worked and wages earned. Defendants were also required to keep an accurate record of the beginning and end of all work periods for its employees, including off-duty meal periods.

96. Representative Plaintiff is informed, believes, and thereon alleges, that at all times relevant during the liability period, Defendants maintained a policy or practice of utilizing an “auto-deduct” system whereby thirty (30) minutes were automatically deducted from the hours worked by Representative Plaintiff and the putative class members on a daily basis, whether or not a 30 minute off-duty meal period was actually provided or taken. Defendants also did not record and pay the time that its employees spent under its control as the company utilized improper rounding policies and practices which resulted in the under payment of wages to Representative Plaintiff and the putative class members.

97. As a result of Defendants’ unlawful conduct, Representative Plaintiff and the putative class members have suffered damages in an amount subject to proof. The precise

amount of unpaid wages is not presently known to Representative Plaintiff but can be determined directly from Defendants' records or indirectly based on information from Defendants' records.

98. Pursuant to Labor Code sections 218.5 and 218.6, Representative Plaintiff and the putative class members are entitled to recover the full amount of their unpaid wages, interest thereon, reasonable attorneys' fees and costs of suit.

SIXTH CAUSE OF ACTION

(FAILURE TO PAY WAITING TIME PENALTIES

IN VIOLATION OF LABOR CODE § 203, 558)

(Against Defendants LEVY RESTAURANT HOLDINGS, INC.; LEVY RESTAURANT CORPORATION; COMPASS GROUP USA, INC and DOES 1 through 50)

99. Representative Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

100. California Labor Code section 201 requires an employer who discharges an employee to pay all compensation due and owing to that employee immediately upon discharge.

101. California Labor Code section 203 provides that if an employer willfully fails to pay compensation promptly upon separation from employment, as required by either Sections 201 or 202, then the employer is liable for waiting time penalties in the form of continued compensation for up to 30 work days.

102. Defendants willfully failed and refused to timely pay all straight time wages, overtime, and meal break compensation to Representative Plaintiff and the putative class members whose employment terminated. As a result, Defendants are liable to Representative Plaintiff and the putative class members for waiting time penalties, together with interest thereon and attorneys' fees and costs, under Labor Code section 203.

103. As a result of Defendants' unlawful conduct, Representative Plaintiff and putative class members have suffered damages in an amount, subject to proof, to the extent they were not paid all wages due each pay period. The precise amount of unpaid wages is not presently known to Representative Plaintiff but can be determined directly from Defendants' records or indirectly based on information from Defendants' records.

104. Pursuant to Labor Code sections 218.5 and 218.6, Representative Plaintiff and the putative class members are entitled to recover the full amount of their unpaid wages, interest thereon, reasonable attorneys' fees and costs of suit.

SEVENTH CAUSE OF ACTION

FAILURE TO PAY WAGES UPON TERMINATION IN VIOLATION OF LABOR

CODE §§ 201 and 202

(Against Defendants LEVY RESTAURANT HOLDINGS, INC.; LEVY RESTAURANT CORPORATION; COMPASS GROUP USA, INC and DOES 1 through 50)

105. Representative Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

106. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff and the other class members who are no longer employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

107. Defendants' failure to pay Plaintiff and the other class members who are no longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

108. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

109. Plaintiff and the other class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

EIGHTH CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS IN VIOLATION OF LABOR CODE §

226.7 & IWC WAGE ORDERS

(Against Defendants LEVY RESTAURANT HOLDINGS, INC.; LEVY

**RESTAURANT CORPORATION; COMPASS GROUP USA, INC and DOES 1
through 50)**

110. Representative Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

111. At all times herein set forth, the California IWC Order and California Labor Code section 226.7 was applicable to Plaintiff and the other class members employed by Defendants.

112. At all times herein set forth, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

113. During the relevant time period, Defendants required Plaintiff and other class members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour period worked.

114. During the relevant time period, Defendants willfully required Plaintiff and the other class members to work during rest periods and failed to pay Plaintiff and the other class members the full rest period premium for work performed during rest periods.

115. During the relevant time period, Defendants failed to pay Plaintiff and the other class members the full rest period premium due pursuant to California Labor Code section 226.7.

116. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code section 226.7.

117. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one additional hour of pay at the employees' regular hourly rate of compensation for each work day that the rest period was not provided.

NINTH CAUSE OF ACTION

FAILURE TO REIMBURSE EMPLOYEE EXPENSES IN VIOLATION OF LABOR

CODE §§ 2800 and 2802

(Against Defendants LEVY RESTAURANT HOLDINGS, INC.; LEVY RESTAURANT CORPORATION; COMPASS GROUP USA, INC and DOES 1 through 50)

118. Representative Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully set forth.

119. Plaintiff and the other class members incurred necessary business-related expenses and costs that were not fully reimbursed by Defendants.

120. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class members for all necessary business-related expenses and costs. Plaintiff and the other class members are entitled to recover from Defendants their business-related expenses and costs incurred during the course and scope of their employment, plus interest accrued from the date on which the employee incurred the necessary expenditures at the same rate as judgments in civil actions in the State of California.

TENTH CAUSE OF ACTION

(UNLAWFUL BUSINESS PRACTICES IN VIOLATION OF BUS. & PROF. CODE § 17200, *ET SEQ.*)

(Against Defendants LEVY RESTAURANT HOLDINGS, INC.; LEVY RESTAURANT CORPORATION; COMPASS GROUP USA, INC and DOES 1 through 50)

121. Representative Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

122. Defendants' failure to correctly pay wages as alleged herein, failure to keep accurate time records, and failure to compensate for overtime and unprovided meal periods, constitute unlawful activity prohibited by Business and Professions Code section 17200, *et seq.*, including but not limited to Sections 17200, 17202, and 17203.

123. The actions of Defendants in failing to pay Representative Plaintiff and the putative class members in a lawful manner as alleged herein constitute false, unfair, fraudulent and/or deceptive business practices, within the meaning of Business and Professions Code section 17200, *et seq.*

124. As a result of its unlawful acts, Defendants have reaped and continue to reap

unfair benefits at the expense of Representative Plaintiff and the putative class members. Defendants should be enjoined from this activity and made to disgorge these ill-gotten gains and restore to Representative Plaintiff and the putative class members the wrongfully withheld wages pursuant to Business and Professions Code section 17203. Representative Plaintiff is informed and believes, and thereon alleges that Defendants are unjustly enriched through its failure to pay all earned wages, and compensation for unprovided meal periods to Representative Plaintiff and the putative class members.

125. Representative Plaintiff is informed and believe, and thereon alleges, that he and the putative class members are prejudiced by Defendants' unfair practices.

126. As a direct and proximate result of the unfair business practices of Defendants, Representative Plaintiff is entitled to equitable and injunctive relief, including full restitution and/or disgorgement of all wages, which have been unlawfully withheld from Representative Plaintiff and the putative class members, as a result of the business acts and practices described therein and enjoin Defendants to cease and desist from engaging in the practices described therein.

127. The illegal conduct alleged herein is believed to be continuing, and there is no indication that Defendants will not continue such activity into the future. Representative Plaintiff alleges that if Defendants are not enjoined from the conduct set forth in this complaint, they will continue to fail to pay the correct wages, will continue to require employees to work during meal periods, not get paid the correct rate of pay and for all hours worked, not provide legally adequate meal periods, and will continue to fail to provide appropriate compensation as described herein.

ELEVENTH CAUSE OF ACTION

(Violation of California Labor Code §§ 2698, et seq.)

(Against All Defendants)

1. Plaintiff hereby re-alleges and incorporates all preceding paragraphs as though fully set forth herein.

2. PAGA establishes that any provision of the California Labor Code which

provides for a civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself, and other current or former employees.

3. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or employees has discretion to assess a civil penalty, a court in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

4. Plaintiff and the other hourly-paid or non-exempt employees, are “aggrieved employees” within the meaning of California Labor Code section 2699(c) as they are all current or former employees of Defendants, and one or more of the alleged violations was committed against them.

Failure to Pay Overtime

5. Defendants’ failure to pay legally required overtime wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 510 and 1198.

Failure to Provide Meal Periods

6. Defendants’ failure to provide legally required meal periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 226.7, 512(a) and 1198.

Failure to Provide Rest Periods

7. Defendants’ failure to provide legally required rest periods to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code section 226.7, 512(a) and 1198.

Failure to Pay Minimum Wages

8. Defendants’ failure to pay legally required minimum wages to Plaintiff and the other aggrieved employees is in violation of the Wage Orders and constitutes unlawful or unfair activity prohibited by California Labor Code sections 1182.12, 1194, 1197, 1197.1 and 1198.

Failure to Timely Pay Wages Upon Termination

9. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees upon termination in accordance with Labor Code sections 201 and 202 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 201 and 202.

Failure to Timely Pay Wages During Employment

10. Defendants' failure to timely pay wages to Plaintiff and the other aggrieved employees during employment in accordance with Labor Code section 204 constitutes unlawful and/or unfair activity prohibited by California Labor Code section 204.

Failure to Provide Complete and Accurate Wage Statements

11. Defendants' failure to provide complete and accurate wage statements to Plaintiff and the other aggrieved employees in accordance with Labor Code section 226(a) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 226(a), 1174(d) and 1198.

Failure to Keep Complete and Accurate Payroll Records

12. Defendants' failure to keep complete and accurate payroll records relating to Plaintiff and the other aggrieved employees in accordance with California Labor Code section 1174(d) constitutes unlawful and/or unfair activity prohibited by California Labor Code section 1174(d).

Failure to Reimburse Necessary Business-Related Expenses and Costs

13. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for necessary business-related expenses and costs in accordance with California Labor Code sections 2800 and 2802 constitutes unlawful and/or unfair activity prohibited by California Labor Code sections 2800 and 2802.

Failure to Pay a Discharged or Quitting Employee

14. Defendants willful failure to pay, without abatement or reduction, wages to Plaintiff and other aggrieved employees who either were discharged or quit is in violation of Labor Code section 203.

Failure to Pay Wages Conceded to be Due

15. Defendants failure to pay all wages, or parts thereof, conceded by him to be due to the Plaintiff within the time set by the Labor Code, and Defendant, having the ability to pay for same, places Defendant in violation of Labor Code section 206.

10. Failure to Pay Reporting Time, Split Shifts

16. Defendants failed to pay to Plaintiff and other aggrieved employees for workdays they reported to work, but did not work, or worked less than half of their scheduled days work and failed to pay them no less than half, or no less than two hours at their regular rate. Defendants failed to pay one additional hour of pay at the minimum wage when Plaintiff and/or other aggrieved employees worked a split shift. Defendants' acts were in violation of Labor Code section 1198 and California Code of Regulations, Title 8, Section 11050.

11. Failure to Provide Written Notices To Employees

17. Defendants failed to furnish Plaintiff and other aggrieved employees with written notices required by Labor Code section 2810.5.

18. Pursuant to California Labor Code section 2699, Plaintiff, individually, and on behalf of all aggrieved employees, requests and is entitled to recover from Defendants and each of them, business expenses, unpaid wages, and/or untimely wages according to proof, interest, attorneys' fees and costs pursuant to California Labor Code section 218.5, as well as all statutory penalties against Defendants, and each of them, including but not limited to:

a. Penalties under California Labor Code section 2699 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

b. Penalties under California Code of Regulations Title 8 section 11010, et seq. in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;

c. Penalties under California Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the California

Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation; and

d. Any and all additional penalties and sums as provided by the California Labor Code and/or other statutes.

19. Pursuant to California Labor Code section 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and Workforce Development Agency for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved employees.

128. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs pursuant to California Labor Code sections 210, 218.5 and 2699 and any other applicable statute

THEREFORE, Representative Plaintiff and the individuals he seeks to represent request relief as described below:

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

1. That this action be certified as a class action, that Plaintiff be appointed as the representative of the Class, and that counsel for Plaintiff be appointed as Class Counsel.

As to the Cause of Action for Failure to Pay Overtime wages:

2. For recovery of the unpaid balance of the full amount of all compensation due and owing, calculated at the appropriate rate and according to proof; For pre-judgment interest as allowed by Labor Code § 218.6, Labor Code § 1194(a) and CC § 3287;

3. For an award of reasonable attorneys' fees and costs pursuant to Labor Code § 1194(a);

As to the Cause of Action for Failure to Pay Minimum Wages

4. For recovery of liquidated damages, on the straight-time portion of uncompensated hours of work (not including the overtime portion thereof) in an amount equal to the wages unlawfully unpaid and interest thereon.

5. Pursuant to Labor Code §218.6, Labor Code §1194(a) and CC §3287, the members of the Minimum Wage Class seek recover of pre-judgment interest on all amount recovered herein.

6. Pursuant to Labor Code §1194(a), the members of the Minimum Wage Class request that the Court award reasonable attorneys' fees and costs incurred by them in this action

As to the Causes of Action for Failure to Provide Meal and Rest Periods:

7. For one (1) hour of pay at the regular rate of compensation for each member of the Meal Period Class for each workday that a meal and/or rest period was not provided;

8. For pre-judgment interest as authorized by Labor Code § 218.6 and CC § 3287;

9. For an award of reasonable attorneys' fees and costs

As to the Causes of Action for failure to keep accurate payroll records and failure to provide itemized wage statements

10. Penalties pursuant to Labor Code § 226

11. Reasonable attorney fees and costs

12. As to the Cause of Action for Violations of Labor Code §203:

13. For recovery as authorized by Labor Code § 203;

14. For pre-judgment interest as allowed CC § 3287;

15. As to the Cause of Action for Unfair Business Practices:

16. For an accounting, under administration of Plaintiffs and/or receiver and subject to Court review, to determine the amount to be returned by Defendants, and the amounts to be refunded to members of the Classes who are owed monies by Defendants;

17. For an Order requiring Defendants to identify each of the members of the Classes by name, home address, and home telephone number;

18. For an Order requiring Defendants to make full restitution and payment pursuant to California law;

19. For an Order for a preliminary and /or permanent injunction prohibiting Defendants from engaging in the acts complained of herein;

20. For the creation of an administrative process wherein each injured member of the Classes may submit a claim in order to receive his/her money;

21. For all other appropriate injunctive, declaratory and equitable relief;

22. For interest to the extent permitted by law;

23. For an award of attorneys' fees and costs incurred in the investigation, filing and prosecution of this action pursuant to CCP § 1021.5, B&PC § 17200, et. seq., Labor Code § 1194 and/or any other applicable provision of law;

As to the Cause of Action for Failure to Reimburse Business Expenses

24. For compensatory damages in an amount according to proof

25. For Prejudgment interest

26. For Reasonable Attorney Fees and Costs

As to the Cause of Action for PAGA Penalties

27. For civil penalties pursuant to California Labor Code sections 2699(a), (f) and (g) and 558 plus costs and attorneys' fees for violation of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802; and

For All Causes of Action

28. For Prejudgment and Post Judgment Interest

29. For Reasonable Attorney Fees and Costs For compensatory damages in a sum according to proof;

30. For wages pursuant to the California Labor Code;

31. For damages and/or penalties, an award of costs and reasonable attorney's fees pursuant to the California Labor Code; and

32. For such other and further relief as the Court deems just and proper

//

//

//

1 Dated:

HAIG B. KAZANDJIAN LAWYERS, APC

2
3 By: *Haig B. Kazandjian*

4 Haig B. Kazandjian, Esq.
5 Cathy Gonzalez, Esq.
6 Kevin Crough, Esq.
7 *Attorneys for Plaintiffs*

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff hereby demands a trial by jury.

10 Dated:

HAIG B. KAZANDJIAN LAWYERS, APC

11 By: *Haig B. Kazandjian*

12 Haig B. Kazandjian, Esq.
13 Cathy Gonzalez, Esq.
14 Kevin Crough, Esq.
15 *Attorneys for Plaintiffs*

16
17
18
19
20
21
22
23
24
25
26
27
28
HAIG B. KAZANDJIAN LAWYERS, APC
801 N. Brand Blvd., Suite 970
Glendale, CA 91203
Tel: (818)696-2306 Fax: (818)696-2307