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GABRIELA RODRIGUEZ

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES
UNLIMITED JURISDICTION

GABRIELA RODRIGUEZ, individually, and
on behalf of other members of the public
similarly situated, and on behalf of other
aggrieved employees pursuant to the California
Private Attorney General Act;

Plaintiff,

v.

101 RESTAURANT GROUP, INC., a
California Corporation, dba El Jefe and/or dba
Senor Sushi, JOHN PENA, an Individual, and
Does 1 thru 20, inclusive,

Defendants.

Case No.: 22STCV09507

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES AND
ENFORCEMENT OF CIVIL PENALTIES
UNDER THE CALIFORNIA PRIVATE
ATTORNEY GENERAL ACT**

1. Failure to Pay Overtime Wages (Cal. Lab. C. §§ 510 and 1198);
2. Failure to Pay Minimum Wages (Cal. Lab. C. §§ 1194, 1197, & 1197.1);
3. Failure to Provide Meal Periods (Cal. Lab. C. §§ 226.7 & 512(a));
4. Failure to Provide Rest Periods (Cal. Lab. C. § 226.7);
5. Failure to Provide Accurate and Itemized Wage Statements (Cal. Lab. C. §§ 226(a));
6. Failure to Pay Wages Upon Termination (Cal. Lab. C. §§ 201, 202, and 203);
7. Failure to Pay all Tips Wages Earned (Cal. Lab. C. §§ 221, 351, & 353)
8. Unfair Competition (Cal. Bus. & Prof. C. § 17200, et seq.);
9. Violations of the California Private Attorney General Act of 2004 (Cal. Lab. C. §§ 2698, et seq.); and
10. Failure to Produce Payroll and Personnel Records upon Request (Ca. Lab. C. §§ 226 & 1198.5)

DEMAND FOR JURY TRIAL

FILED
Superior Court of California
County of Los Angeles
05/22/2025

David W. Slayton, Executive Officer / Clerk of Court
By: M. Tavakoli Deputy

COMES NOW, Gabriela Rodriguez (“Plaintiff”) hereby brings this action individually, on behalf of other similarly situated members of the public, and on behalf of other aggrieved employees under the California Private Attorney General Act of 2004, and alleges as follows:

I. INTRODUCTION

1. Plaintiff brings this Class action and PAGA Representative action against 101 Restaurant Group, Inc., a California Corporation, dba El Jefe and/or dba Senor Sushi (hereinafter, “101 Restaurant Group”), and John Pena (hereinafter, “Mr. Pena”), individually, together with Does 1 thru 20 (hereinafter collectively, “Defendants”) to seek recovery of unpaid wages, liquidated damages, penalties, attorney’s fees, and costs for Defendants’ violations of the California Labor Code (“Cal. Lab. C.”) §§ 1194, *et seq.*, Cal. Lab. C. §§ 200, *et seq.*, Cal. Lab. C. §§ 300, *et seq.*, Cal. Lab Code §§ 500, *et seq.*, Cal. Lab. C. §§ 2698, *et seq.*, California Business and Professions Code (“Bus. & Prof. C.”) §§ 17200, *et seq.*, and Wage Order issued by the California Industrial Welfare Commission (hereinafter, “Wage Order”) and related common law principles.

2. Through systematic and intentional wage violations, Defendants engaged in a company-wide policy of suppressing labor costs at the expense of Plaintiff and class members. This conduct resulted in significant financial harm, including the failure to pay legally required wages, unlawful withholding of tips, and widespread wage statement violations. Defendants further manipulated payroll records, edited time entries, and required employees to work off-the-clock, resulting in substantial unpaid wages and penalties under the Cal. Lab. C. and applicable Wage Orders.

II. PARTIES

A. PLAINTIFF

3. Plaintiff is an individual residing in Fontana, California, within San Bernardino County. During the relevant period, the Defendants employed the Plaintiff as a server at their restaurant, located at 101 West Mission Boulevard, Suite 101, Pomona, California, in Los Angeles County.

B. DEFENDANTS

4. At all times mentioned herein, 101 Restaurant Group was and is, upon information and belief, a California Corporation, and an employer whose employees are engaged in the State of California, specifically, the County of Los Angeles.

1 5. At all times mentioned herein, John Pena, was and is, upon information and belief, an
2 individual who resides in Pasadena, California, County of Los Angeles, and who is the sole shareholder,
3 Chief Executive Officer, Chief Financial Officer, and Secretary of 101 Restaurant Group. Defendant John
4 Pena, in his capacity as CEO, Secretary, and Chief Financial Officer of 101 Restaurant Group, exercised
5 direct control over wage policies, employee schedules, payroll management, and tip distributions. He
6 personally authorized practices that resulted in unpaid wages, wage statement violations, and the improper
7 classification of business operations to avoid labor law obligations. As the sole shareholder, Defendant
8 Pena benefitted from and orchestrated wage violations that deprived employees of their rightful earnings.

9 6. Plaintiff is unaware of the true names or capacities of the Defendants sued herein under the
10 fictitious names DOES 1 thru 20, inclusive, but will seek leave of this Court to amend the complaint and
11 serve such fictitiously named Defendants once their true names and capacities become known.

12 7. Plaintiff is informed and believes, and based thereon alleges, that each and all of the acts
13 and omissions alleged herein were performed by, or are attributable to Defendants, each acting as the
14 agent, employee, alter ego, and/or joint venturer of, or working in concert with, each of the other co-
15 Defendants and within the course and scope of such agency, employment, joint venture, or concerted
16 activity with legal authority to act on the others' behalf. The acts of any and all Defendants represent and
17 were in accordance with Defendants' official policy.

18 8. At all relevant times, Defendants were the employer of Plaintiff within the meaning of all
19 applicable state laws and statutes. Defendants directly or indirectly controlled or affected the working
20 conditions, wages, working hours, and conditions of employment of Plaintiff so as to make each of said
21 Defendants' employers and employers liable under the statutory provisions set forth herein.

22 9. At all relevant times, Defendants had the authority to hire and terminate Plaintiff and the
23 other Class Members, to set work rules and conditions governing Plaintiff and other Class Members
24 employment, and to supervise their daily employment activities.

25 10. At all relevant times, Defendants exercised sufficient authority over the terms and
26 conditions of employment and other Class Members' employment for them to be joint employers of
27 Plaintiff and other Class Members.

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1 11. Defendants directly hired and paid wages and benefits to Plaintiff and other Class
2 Members.

3 12. Defendants continue to employ hourly paid and/or non-exempt employees within the State
4 of California, specifically, the County of Los Angeles.

5 13. At all relevant times, Defendants, and each of them, ratified each and every act or omission
6 complained of herein and at all relevant times, Defendants, and each of them, aided and abetted the acts
7 and omissions of each and all of the other Defendants in proximately causing the damages alleged herein.

8 14. Plaintiff is informed and believes, and based thereon alleges, that each of the said
9 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts, omissions,
10 occurrences, and transactions alleged herein.

11 III. JURISDICTION AND VENUE

12 A. JURISDICTION

13 15. This Class action is brought pursuant to California Code of Civil Procedure § 382 (“Cal.
14 C. Civ. Proc.”). The monetary damages and restitution sought by Plaintiff exceeds the minimum
15 jurisdictional limits of the Superior Court and will be established according to proof at trial.

16 16. The Court has jurisdiction over this action pursuant to the California Constitution, Article
17 VI, Section 10 and Cal. C. Civ. Proc. § 410.10, which notes that a court of the state of California may
18 exercise jurisdiction on any basis not inconsistent with the Constitution of California or of the United
19 States.

20 17. The Court has jurisdiction over all Defendants because, on information and belief,
21 Defendant regularly conducted and continues to conduct business in California, and/or have otherwise
22 intentionally availed themselves of the California market so as to render the exercise of jurisdiction over
23 them by California courts consistent with traditional notions of fair play and substantial justice.

24 B. VENUE

25 18. Venue is proper in this Court pursuant to Cal. C. Civ. Proc. § 395 because, at all relevant
26 times, Defendants’ principal place of business was located in Los Angeles County and Defendants’
27 conduct, as set forth hereinafter, arose in substantial part in the County of Los Angeles.

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IV. GENERAL ALLEGATIONS

19. From approximately February 2020 to approximately October 2021, Defendants, jointly and severally, employed Plaintiff in the city of Pomona, County of Los Angeles, as a Server. At all relevant times, Plaintiff was a non-exempt, hourly-paid, employee. Plaintiff's work schedule consisted of shifts on Mondays and Tuesdays, lasting between six to eight hours, and extended shifts on Fridays, Saturdays, and Sundays, ranging from ten to twelve hours per day. On numerous occasions, Plaintiff was required to continue working beyond her scheduled shift without compensation, accumulating an average of 6 to 12 hours of unpaid overtime each week. In addition, Defendants required Plaintiff and similarly situated employees to cover additional shifts without adjusting payroll records to reflect the actual number of hours worked. Employees were routinely instructed to clock out but continue working, resulting in significant unpaid labor.

20. Defendants hired Plaintiff and other Class Members but failed to properly pay them all overtime wages, minimum wages due, failed to provide them with all legally required meal periods and rest periods, failed to furnish accurate and itemized wage statements, failed to pay them all wages due during their employment, failed to timely pay them all wages due upon termination of their employment, failed to maintain accurate payroll records, failed to provide records upon request, and failed to provide and adhere to other protections afforded by the Cal. Lab. C. and applicable Wage Order.

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

22. 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 Plaintiff, and the other Class Members were not receiving certain wages for overtime compensation.

23. 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 at least minimum wages for hours worked and that Plaintiff and the other Class Members were not receiving minimum wages for all hours worked.

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24. 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 meal periods or payment of one (1) additional hour of pay at their regular rate of compensation on occasions when they were not provided with an uninterrupted meal period of no less than thirty (30) minutes for a work period of more than five hours per day; that Plaintiff and the other Class Members did not receive all of the meal periods to which they were entitled; and that Plaintiff and the other Class Members did not receive payment of one (1) additional hour of pay at their regular rate of compensation on each occasion when a meal period was missed, shortened, taken late, and/or interrupted.

25. 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 meal periods for payment of one (1) additional hour of pay at their regular rate of compensation on occasions when they were not provided with an uninterrupted second meal period of no less than thirty (30) minutes for a work period of more than ten (10) hours per day; that Plaintiff and the other Class Members did not receive all of the second meal periods to which they were entitled; and that Plaintiff and the other Class Members did not receive payment of one (1) additional hour of pay at their regular rate of compensation on each occasion when a second meal period was missed, shortened, taken late, and/or interrupted.

26. 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 (1) additional hour of pay at their regular rate of compensation on occasions when they were not provided with an uninterrupted rest period of no less than ten (10) minutes for every four hours, or major fraction thereof, worked; that Plaintiff and the other Class Members did not receive the rest periods to which they were entitled; and that Plaintiff and the other Class Members did not receive payment of one (1) additional hour of pay at their regular rate of compensation on each occasion when a rest period was missed, shortened, taken late, and/or interrupted.

27. 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 complete and accurate itemized wage statements in accordance with California law, but, in fact, they did not receive complete and accurate itemized wage statements from Defendants.

1 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
2 should have known that Plaintiff and the other Class Members were entitled to receive all wages owed to
3 them during their employment. Plaintiff and the other Class Members did not receive payment of all
4 wages, including overtime wages and meal and rest period premiums, within any time permissible under
5 Cal. Lab. C. § 204.

6 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
7 should have known that Plaintiff and the other Class Members were entitled to receive tips owed to them
8 and they did not, in fact, receive all tips owed during their employment with Defendants.

9 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
10 should have known that Plaintiff and the other Class Members were entitled to receive all wages owed to
11 them upon discharge or resignation, including overtime wages and meal and rest period premiums, and
12 they did not, in fact, receive all such wages owed to them at the time of their discharge or resignation.

13 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
14 should have known that Defendants had to keep complete and accurate payroll records for Plaintiff and
15 the other Class Members in accordance with California law, but, in fact, did not keep complete and
16 accurate payroll records.

17 32. Cal. Lab. C. § 218 states that nothing in Article I of the Labor Code shall limit the right of
18 any wage claimant to "sue directly . . . for any wages or penalty due to him [or her] under this article."

19 V. CLASS ACTION ALLEGATIONS

20 33. Plaintiff brings this lawsuit as a Class action on behalf of herself and all others similarly
21 situated, as members of a proposed Class pursuant to Cal. C. of Civ. Pro. § 382. The Class satisfies the
22 numerosity, commonality, typicality, adequacy, predominance, and superiority requirements under Cal.
23 C. Civ. Proc. § 382.

24 A. Class Definition

25 34. The proposed Class is defined as follows:

26 All current and former non-exempt and/or hourly-paid employees who worked for
27 Defendants in the State of California at any time during the period from four years prior to
28 the filing of this complaint until final judgment and who are residents of the State of
California.

35. Plaintiff reserves the right to establish additional sub-Classes as appropriate.

B. Numerosity

36. The proposed Class includes approximately 206 to 225 individuals who worked at Defendants' restaurant locations during the Class Period.

37. Joinder of all Class Members is impracticable, given the size of the Class and the geographical spread of employees across different locations.

38. Defendants maintained at least 26 non-exempt employees at all relevant times, meaning class-wide violations impacted all workers across Defendants' locations.

39. The exact number and identities of Class Members can be determined through Defendants' payroll and employment records.

C. Commonality

40. There are common questions of law and fact that predominate over any individual issues, including but not limited to:

1. Whether Defendants had a policy and practice of failing to pay overtime wages to Class Members for all overtime hours worked;
2. Whether Defendants had a policy and practice of failing to pay minimum wages due to business misclassification;
3. Whether Defendants had a policy and practice of requiring employees to work off-the-clock before or after shifts without pay;
4. Whether Defendants denied meal and rest breaks and failed to compensate for missed breaks;
5. Whether Defendants falsified payroll records to reflect compliance with wage and hour laws;
6. Whether Defendants issued inaccurate wage statements that concealed tip deductions, falsified hours, and omitted total wages due;
7. Whether Defendants unlawfully withheld gratuities by imposing a 3.5% credit card processing fee on tips and diverting tips to management;

8. Whether Defendants willfully failed to pay final wages to separated employees, triggering waiting time penalties under Cal. Lab. C. §§ 201-203;
9. Whether Defendants' conduct constituted unfair business practices in violation of Cal. Bus. & Prof. C. §§ 17200, et seq.;
10. Whether Class Members are entitled to damages, restitution, statutory penalties, and injunctive relief.

D. Typicality

41. Plaintiff's claims are typical of the Class and Subclasses because she, like all Class Members, was subject to Defendants' systematic wage violations, including:

1. Failure to pay overtime wages for work exceeding 8 hours per day or 40 hours per week;
2. Underpayment of minimum wages due to Defendants' misclassification of their business as having fewer than 26 employees;
3. Denial of meal and rest breaks, with falsified payroll records reflecting breaks not actually taken;
4. Inaccurate wage statements that failed to correctly report hours worked, wages earned, and tip deductions;
5. Illegal tip deductions and improper redistribution of gratuities;
6. Failure to pay final wages owed to employees upon separation.

42. Plaintiff suffered the same injuries from Defendants' unlawful policies as all other Class Members, making her claims identical to those of the Class.

E. Adequacy of Representation

43. Plaintiff is an adequate Class Representative because she has no conflicts of interest with other Class Members.

44. Plaintiff has retained experienced attorneys specializing in wage and hour class actions who have successfully litigated multiple class action lawsuits under California labor laws.

45. Class Counsel is fully capable of prosecuting this action and will vigorously represent the interests of all Class Members.

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F. Superiority of a Class Action

46. A class action is the superior method for adjudicating these claims because:

1. Class Members are low-wage employees who cannot feasibly litigate wage claims individually due to financial constraints.
2. The cost of individual litigation is prohibitive, making class-wide resolution the most practical approach.
3. Defendants engaged in systemic, company-wide labor violations, which require a uniform resolution.
4. A class action will prevent inconsistent rulings and ensure that all Class Members receive equal treatment under the law.
5. Public policy objectives favor class actions because:
 - a. Employers frequently violate California wage laws.
 - b. Many employees fear retaliation and do not assert their rights individually.
 - c. A class action protects the anonymity of Class Members and vindicates their rights.

VI. PAGA ALLEGATIONS

47. At all times set forth herein, The Private Attorney General Act of 2004 (hereinafter, "PAGA") was applicable to Plaintiff's employment by Defendants.

48. At all times set forth herein, PAGA has provided that any provision of law under the Cal. Lab. C. that provides for a civil penalty, including unpaid wages and premium wages, to be assessed and collected by the California Labor & Workforce Development Agency (hereafter, "LWDA") for violations of the Cal. Lab. C. may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself [or herself] and other current or former employees pursuant to procedures outlined in Cal. Lab. C. § 2699.3.

49. Pursuant to PAGA, a civil action may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations was committed.

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(a) The aggrieved employee shall give written notice by certified mail (hereinafter, "Employee's Notice") to the LWDA and the employer of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

(b) The LWDA shall provide notice (hereinafter, "LWDA Notice") to the employer and the aggrieved employee by certified mail that it does not intend to investigate the alleged violation within sixty (60) calendar days of the postmark date of the Employee's Notice. Upon receipt of the LWDA Notice, or if the LWDA Notice is not provided within sixty-five (65) calendar days of the postmark date of the Employee's Notice, the aggrieved employee may commence a civil action pursuant to Cal. Lab. C. § 2699 to recover civil penalties in addition to any other penalties to which the employee may be entitled.

51. On November 9, 2021, Plaintiff provided notice by electronic submission to the LWDA and by certified mail to Defendants regarding the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violations, pursuant to Cal. Lab. C. § 2699.3.

52. Therefore, the administrative prerequisites under Cal. Lab. C. § 2699.3(a) to recover civil penalties against Defendants, in addition to other remedies for violations of Cal. Lab. C. §§ 201, 202, 203, 204, 221, 226(a), 226.7, 351, 353, 510, 512(a), 1174(d), 1194, 1197, 1197.1, and 1198 will have been satisfied upon expiration of the 65-day notice period.

FIRST CAUSE OF ACTION

Failure to Pay Overtime Wages
[Violation of Cal. Lab. C. §§ 510 and 1198]
(Against all Defendants and DOES 1 thru 20)

53. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

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54. Cal. Lab. C. § 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provides that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

55. Specifically, the applicable IWC Wage Order provides that Defendants were required to pay Plaintiff and the other Class Members at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

56. The applicable IWC Wage Order further provides that Defendants were required to pay Plaintiff and the other Class Members at the rate of two times the regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

57. Cal. Lab. C. § 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and to overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

58. During the relevant time period, Plaintiff and the other Class Members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week, performing work duties off-the-clock. By way of example, Plaintiff and the other Class Members were required to work off-the-clock after their regularly schedule shift ended. As a result, Plaintiff and the other Class Members were not paid for the time they spent performing work duties outside of their scheduled shift.

59. Additionally, on a few occasions, Defendants paid Plaintiff and other Class Members for overtime in cash at a rate less than California’s minimum wage.

60. During the relevant time period, Defendants intentionally and willfully failed to properly pay overtime wages owed to Plaintiff and the other Class Members.

61. Defendants’ failure to pay Plaintiff and other Class Members properly for overtime wages violates Cal. Lab. C. §§ 510 and 1198 and is therefore unlawful.

62. Pursuant to Cal. Lab. C. § 1194, Plaintiff and the other Class Members are entitled to recover their unpaid overtime compensation, as well as interest, costs, and attorneys’ fees.

WHEREFORE, Plaintiff prays for relief as set forth hereinafter.

SECOND CAUSE OF ACTION

Failure to Pay Minimum Wages
[Violation of Cal. Lab. C. §§ 1194, 1197, and 1197.1]
(Against all Defendants and DOES 1 thru 20)

63. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

64. At all relevant times, Cal. Lab. C. §§ 1194, 1197, and 1197.1 have provided the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

65. During the relevant time period, Defendants failed to pay the minimum wage to Plaintiff and the other Class Members as required pursuant to Cal. Lab. C. §§ 1194, 1197, and 1197.1. Defendants' failure to pay minimum wages included, inter alia, Defendant's failure to pay Plaintiff and the other Class Members any wages for time spent working "off-the-clock" and for overtime work compensated in cash by Defendants at a rate less than California's minimum wage. By way of example, Plaintiff and the other Class Members were required to work off-the-clock after the end of their regularly scheduled shift. As a result, Plaintiff and the other Class Members were not properly paid for the time they spent performing work duties outside of their scheduled shift.

66. Defendants' failure to pay Plaintiff and the other Class Members the minimum wage as required by law violates Cal. Lab. C. §§ 1194, 1197, and 1197.1. Pursuant to those sections, Plaintiff and the other Class Members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees.

67. Pursuant to Cal. Lab. C. § 1194.2, Plaintiff and the other Class Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

THIRD CAUSE OF ACTION

Failure to Provide Meal Periods
[Violation of Cal. Lab. C. §§ 226.7 and 512(a)]
(Against all Defendants and DOES 1 thru 20)

68. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

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69. At all relevant times set forth herein, the applicable IWC Wage Order and Cal. Lab. C. §§ 226.7 and 512(a) were applicable to Plaintiff and the other Class Members' employment by Defendants.

70. At all relevant times, Cal. Lab. C. § 226.7 has provided that no employer shall require an employee to work during any meal or rest period mandated by an applicable order of the California IWC.

71. At all relevant times, the applicable IWC Wage Order and Cal. Lab. C. § 512(a) have provided that an employer may not require, cause or permit an employee to work for a work period of more than five (5) hours per day without providing the employee with a meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is no more than six (6) hours, the meal period may be waived by mutual consent of both the employer and employee.

72. At all relevant times, the applicable IWC Wage Order and Cal. Lab. C. § 512(a) have further provided that an employer may not require, cause or permit an employee to work for a work period of more than ten (10) hours per day without providing the employee with a second uninterrupted meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

73. At all relevant times, the applicable IWC Wage Order has provided that unless an employee is relieved of all duty during a thirty (30) minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. The applicable IWC Wage Order has further provided that an "on duty" meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when, by written agreement between the parties, an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

74. During the relevant time period, Plaintiff and the other Class Members, who were scheduled to work for a period of time no longer than six (6) hours, and who did not waive their legally mandated meal periods by mutual consent, were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

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1 75. During the relevant time period, Plaintiff and the other Class Members, who were
2 scheduled to work for a period of time in excess of six (6) hours, were required to work for periods longer
3 than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

4 76. During the relevant time period, Plaintiff and the other Class Members, who were
5 scheduled to work for a period of time in excess of ten (10) hours but no longer than twelve (12) hours,
6 and who did not waive their legally-mandated meal periods by mutual consent, were required to work in
7 excess of ten (10) hours without receiving a second uninterrupted meal period of not less than thirty (30)
8 minutes.

9 77. During the relevant time period, Plaintiff and the other Class Members, who were
10 scheduled to work for a period of time in excess of twelve (12) hours, were required to work for periods
11 longer than ten (10) hours without a second uninterrupted meal period of not less than thirty (30) minutes.

12 78. During the relevant time period, Plaintiff and the other Class Members' meal periods were
13 missed, taken late, were short, and/or were interrupted.

14 79. During the relevant time period, Defendants intentionally and willfully required Plaintiff
15 and the other Class Members to work during meal periods.

16 80. During the relevant time period, Defendants required Plaintiff and the other Class Members
17 to take on duty meal periods. However, the nature of the work did not prevent Plaintiff and the other Class
18 Members from being relieved of all duty and Defendants did not have a written-on duty meal period
19 agreement with Plaintiff and the other Class Members, which was revocable at any time in writing.

20 81. During the relevant time period, Defendants failed to pay Plaintiff and the other Class
21 Members the full meal period premium due pursuant to Cal. Lab. C. § 226.7.

22 82. Defendants' conduct violates the applicable IWC Wage Order and Cal. Lab. C. §§ 226.7
23 and 512(a).

24 83. Pursuant to the applicable IWC Wage Order and Cal. Lab. C. § 226.7(b), Plaintiff and the
25 other Class Members are entitled to recover from Defendants one additional hour of pay at their regular
26 rate of compensation for each workday that a meal period was not provided, and a meal period premium
27 was not paid.

28 WHEREFORE, Plaintiff prays for relief as set forth hereinafter.

FOURTH CAUSE OF ACTION
Failure to Provide Rest Periods
[Violation of Cal. Lab. C. § 226.7]
(Against all Defendants and DOES 1 thru 20)

84. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

85. At all relevant times set forth herein, the applicable IWC Wage Order and Cal. Lab. C. § 226.7 were applicable to Plaintiff and the other Class Members employment by Defendants.

86. At all relevant times set forth herein, Cal. Lab. C. § 226.7 has provided that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

87. At all relevant times set forth herein, the applicable IWC Wage Order has provided that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof unless the total daily work time is less than three and one-half (3½) hours.

88. At all relevant times set forth herein, the applicable IWC Wage Order has provided that authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

89. During the relevant time period, Defendants required Plaintiff and the 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.

90. During the relevant time period, Plaintiff and the other Class Members rest periods were missed, taken late, were short, and/or were interrupted.

91. During the relevant time period, Defendants willfully required Plaintiff and the other Class Members to work during rest periods.

92. During the relevant time period, Defendants failed to pay Plaintiff and the other Class Members' the full rest period premium due pursuant to Cal. Lab. C. § 226.7.

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FIFTH CAUSE OF ACTION
Failure to Provide Accurate and Itemized Wage Statements
[Violation of Cal. Lab. C. § 226(a)]
(Against all Defendants and DOES 1 thru 20)

94. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

95. At all relevant times set forth herein, Cal. Lab. C. § 226(a) has provided that every employer shall furnish each of its employees an accurate itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her 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. The deductions made from payments of wages shall be recorded in ink or other identical form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

96. At all relevant times set forth herein, Defendants have intentionally and willfully failed to provide Plaintiff and the other Class Members with accurate itemized wage statements, in violation of California Labor Code § 226(a). These deficiencies include, but are not limited to, Defendants' failure to list all total hours worked (including time spent working off-the-clock) at the correct hourly rates of pay, the correct amount of wages earned, the correct amount of meal period premium wages earned, and the correct amount of rest period premium wages earned. Defendants' wage statements further violated the

1 law by failing to report total hours worked, resulting in the concealment of unpaid overtime; omitting
2 itemized tip deductions, thereby misleading employees about their earnings; failing to reflect the true
3 hourly rates paid, including cash wages for overtime work paid below minimum wage; and providing
4 falsified payroll records that inaccurately recorded meal and rest break compliance. As a result,
5 Defendants' failure to provide accurate wage statements hindered employees' ability to detect and report
6 wage theft, causing tangible financial harm.

7 97. As a result of Defendants' violation of Cal. Lab. C. § 226(a), Plaintiff and the other Class
8 Members have suffered injury and damage to their statutorily protected rights.

9 98. More specifically, Plaintiff and the other Class Members have been injured by Defendants'
10 intentional and willful violation of Cal. Lab. C. § 226(a) because they were denied both their legal right
11 to receive, and their protected interest in receiving, accurate and itemized wage statements pursuant to
12 Cal. Lab. C. § 226(a).

13 99. Plaintiff and the other Class Members are entitled to recover from Defendants the greater
14 of their actual damages caused by Defendants' failure to comply with Cal. Lab. C. § 226(a), or an
15 aggregate penalty not exceeding four thousand dollars.

16 WHEREFORE, Plaintiff prays for relief as set forth hereinafter.

17
18 **SIXTH CAUSE OF ACTION**

19 Failure to Pay All Wages Upon Termination
[Violation of Cal. Lab. C. §§ 201, 202, and 203]
(Against all Defendants and DOES 1 thru 20)

20 100. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations
21 in all preceding paragraphs.

22 101. Pursuant to Cal. Lab. C. §§ 201, 202, and 203, Defendants are required to pay all earned
23 and unpaid wages to an employee who is discharged. Cal. Lab. C. § 201 mandates that if an employer
24 discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and
25 payable immediately. Cal. Lab. C. § 202 mandates that if an employee quits, his or her wages shall
26 become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given
27 seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his
28 or her wages at the time of quitting.

102. Cal. Lab. C. § 203 provides that if an employer willfully fails to pay, in accordance with Cal. Lab. C. §§ 201 and 202, any wages of an employee who is discharged or who quits, 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 therefore is commenced; but the wages shall not continue for more than thirty (30) days.

103. At the time that Plaintiff and the other Class Members' employment with Defendants ended, Defendants knowingly and willfully failed to pay Plaintiff and the other Class Members all wages owed to them pursuant to Cal. Lab. C. §§ 201 and 202, including, without limitation, overtime wages, minimum wages, meal period premium wages, and rest period premium wages.

104. As a result, Plaintiff and the other Class Members are entitled to all available statutory penalties, including the waiting time penalties provided in Cal. Lab. C. § 203, together with interest thereon, as well as other available remedies.

WHEREFORE, Plaintiff prays for relief as set forth hereinafter.

SEVENTH CAUSE OF ACTION
Failure to Pay All Tips Wages Earned
[Violation of Cal. Lab. C. §§ 221, 351, and 353]
(Against all Defendants and DOES 1 thru 20)

105. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

106. Cal. Lab. C. § 351 provides, in pertinent part,

[n]o employer or agent shall collect, take, or receive any gratuity or a part thereof that is paid, given to, or left for an employee by a patron, or deduct any amount from wages due an employee on account of a gratuity, or require an employee to credit the amount, or any part thereof, of a gratuity against and as a part of the wages due the employee from the employer. Every gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid, given, or left for.

107. Cal. Lab. C. § 221 provides that “[i]t shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.”

108. Defendants maintained a uniform policy and practice of unlawfully withholding and redistributing gratuities in violation of Cal. Lab. C. §§ 221, 351, and 353. Specifically, Defendants imposed an unlawful 3.5% deduction on all credit card tips and failed to distribute these deducted funds to employees. Instead, these amounts were retained by Defendants or diverted to management and/or

1 non-tip-eligible employees. Furthermore, Defendants failed to provide transparency in tip distribution,
2 issuing wage statements that omitted the full amount of tips received. This practice resulted in employees
3 receiving less than their full earned wages, a direct violation of California's labor laws.

4 109. As a result, Plaintiff and the other Class Members are entitled to all unpaid tips, any
5 available statutory penalties, together with interest thereon, as well as other available remedies.

6 WHEREFORE, Plaintiff prays for relief as set forth hereinafter.

7 **EIGHTH CAUSE OF ACTION**
8 Unfair Competition
9 *(Violation of Bus. & Prof. §§ 17200, Et Seq.)*
10 *(Against all Defendants and DOES 1 thru 20)*

11 110. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations
12 in all preceding paragraphs.

13 111. Defendants' conduct, as alleged herein, has been, and continues to be unfair, unlawful, and
14 harmful to Plaintiff, to the other Class Members, to the general public, and to Defendants' competitors.
15 Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning
16 of C. Civ. Proc. § 1021.5.

17 112. Defendants' activities as alleged herein are violations of California law, and such conduct
18 constitutes unlawful business acts and practices in violation of Cal. Bus. & Prof. C. §§ 17200, et seq.

19 113. A violation of Cal. Bus. & Prof. C. §§ 17200, et seq., may be predicated on the violation
20 of any state or federal law. In the instant case, Defendants' policies, and practices of requiring employees,
21 including Plaintiff and the other Class Members, to work without paying them proper compensation
22 violates Cal. Lab. C. §§ 510, 1194, 1191, 1197.1 and 1198. Additionally, Defendants' policies and
23 practices of requiring employees, including Plaintiff and the other Class Members, to work through their
24 meal and rest periods without paying them proper compensation violates Cal. Lab. C. §§ 226.7 and 512(a).
25 Defendants also violated Cal. Lab. C. §§ 201, 202, 203, 204, 221, 226, 351, 353 and 1174(d).

26 114. As a result of the herein described violations of California law, Defendants unlawfully
27 gained an unfair advantage over other businesses.

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1 115. Plaintiff and the other Class Members have been personally injured by Defendants'
2 unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of
3 money and/or property.

4 116. Pursuant to Cal. Bus. & Prof. C. §§ 17200, et seq., Plaintiff and the other Class Members
5 are entitled to restitution of the wages withheld and retained by Defendants during a period that
6 commences from years from the filing of this complaint; an award of attorneys' fees pursuant to Cal. C.
7 of Civ. Proc. § 1021.5 and other applicable laws; and an award of costs.

8 WHEREFORE, Plaintiff prays for relief as set forth hereinafter.

9
10 **NINTH CAUSE OF ACTION**

11 Violation of the California Private Attorney General Act of 2004

12 *[Violation of Cal. Lab. C. §§ 2698 et seq.]*
13 (Against all Defendants and DOES 1 thru 20)

14 117. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations
15 in all preceding paragraphs.

16 118. PAGA expressly establishes that any provision of the Cal. Lab. C. which provides for a
17 civil penalty to be assessed and collected by the LWDA, or any of its departments, divisions, commissions,
18 boards, agencies or employees for a violation of the Cal. Lab. C. , may be recovered through a civil action
19 brought by an aggrieved employee on behalf of himself [or herself], and other current or former employees
20 against a current or former employer for a violation of the Cal. Lab. C. .

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

24 120. Plaintiff and the other hourly-paid, non-exempt employees, including those misclassified
25 as either independent contractors or salaried, exempt employees, are "aggrieved employees" as defined by
26 Cal. Lab. C. § 2699(c) in that they are all current or former employees of Defendants, and one or more of
27 the alleged violations were committed against them.

28 121. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor
Code including, but not limited to, the following:

(a) Violation of Cal. Lab. C. §§ 510 and 1198 for failure to pay overtime wages;

- (b) Violation of Cal. Lab. C. §§ 1194, 1197, and 1197.1 for failure to pay minimum wages;
- (c) Violation of Cal. Lab. C. §§ 226.7 and 512(a) for failure to provide legally required meal periods;
- (d) Violation of Cal. Lab. C. § 226.7 for failure to provide legally required rest periods;
- (e) Violation of Cal. Lab. C. § 204 for failure to timely pay wages due during employment;
- (f) Violation of Cal. Lab. C. §§ 221, 351, and 353 for failure to pay all tips earned during employment;
- (g) Violation of Cal. Lab. C. §§ 201, 202, and 203 for failure to pay all wages at time of discharge from employment;
- (h) Violation of Cal. Lab. C. § 226(a) for failure to provide accurate and itemized wage statements to Plaintiff and other aggrieved employees; and
- (i) Violation of Cal. Lab. C. § 1194(d) for failure to keep complete and accurate payroll records relating to Plaintiff and other aggrieved employees.

122. Pursuant to PAGA, and in particular Cal. Lab. C. §§ 2699(a), 2699.3, and 2699.5, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for Plaintiff, all other aggrieved employees, and the State of California against Defendants, in addition to other remedies, for violations of California Labor Code sections set forth herein. Pursuant to Cal. Lab. C. § 2699(i), civil penalties recovered by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the LWDA for the enforcement of labor laws and education of employers and employees about their rights and responsibilities and twenty-five (25%) to the aggrieved employees. Further, and as authorized by Cal. Lab. C. §§ 210, 218.5, and 2699, Plaintiff seeks recovery of her attorneys' fees and costs.

WHEREFORE, Plaintiff prays for relief as set forth hereinafter.

TENTH CAUSE OF ACTION

Failure to Produce Payroll and Personnel Records Upon Request
[Violation of Cal. Lab. C. § 226, 1198.5]
(Against all Defendants and DOES 1 thru 20)

123. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in all preceding paragraphs.

124. Plaintiff, by and through her counsel, made a request for Plaintiff's payroll and personnel records from Defendants.

125. The request was prepared and transmitted to Defendants on November 8, 2021 via United States Certified Mail, tracking no. 7021 0350 0000 9689 6000 to 101 Restaurant Group, Inc., dba El Jefe, 101 South Main Street, Pomona, California 91766 and tracking no. 7020 3160 0001 2037 7223 101 Restaurant Group, Inc., dba El Jefe 101 West Mission Boulevard, Pomona, California 91766.

126. When the deadline on December 8, 2021, came, Defendants failed to provide Plaintiff's payroll and personnel records. To date, Defendants still have not produced any records.

127. Cal. Lab. C. § 226(c) provides that former employees have the right to receive a copy of records pertaining to their payroll records under a 21-day statutory deadline. Under Cal. Lab. C. § 226(f), failure by an employer to provide these records within that statutory deadline entitles the employee to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer.

128. Cal. Lab. C. § 1198.5 provides that former employees or their representatives have the right to receive a copy of personnel records that the employer maintains relating to the employee's performance under a 30-day statutory deadline. Under Cal. Lab. C. § 1198.5(k), failure by an employer to provide these records within that statutory deadline entitles the employee to recover a seven-hundred-fifty-dollar (\$750) penalty from the employer.

129. Pursuant to Cal. Lab. C. § 226(f) and § 1198.5(k), Plaintiff is entitled to seek and does seek \$1,500.00 in statutory penalties, in addition to attorney's fees.

WHEREFORE, Plaintiff prays for relief as set forth hereinafter.

PRAYER FOR RELIEF

Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

Class Certification

1. That this action be certified as a Class action;
2. That Plaintiff be appointed as the Class representative;
3. That counsel for Plaintiff be appointed as Class counsel; and

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- 1 4. That Defendants provide to Class Counsel immediately with the names and most
2 current/last known contact information (address, e-mail, and telephone numbers) of all
3 Class Members.

4 **As to the First Cause of Action – Failure to Pay Overtime Wages**
5 **(Cal. Lab. C. §§ 510 and 1198)**

- 6 1. That the Court declare, adjudge, and decree that Defendants violated Cal. Lab. C. §§ 510
7 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages
8 due to Plaintiff and the other Class Members;
9 2. For general unpaid overtime wages in an amount no less than \$2,500,000, or according to
10 proof;
11 3. For pre-judgment interest on any unpaid overtime compensation commencing from the
12 date such amounts were due;
13 4. For statutory penalties under Cal. Lab. C. §§ 558 and 1198;
14 5. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Cal. Lab. C. §
15 1194; and
16 6. For such other and further relief as the Court may deem just and proper.

17 **As to the Second Cause of Action – Failure to Pay Minimum Wages**
18 **(Cal. Lab. C. §§ 1194, 1197, & 1197.1)**

- 19 1. That the Court declare, adjudge, and decree that Defendants violated Cal. Lab. C. §§ 1194,
20 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other Class
21 Members;
22 2. For general unpaid minimum wages in an amount no less than \$1,000,000, or according to
23 proof;
24 3. For statutory wage penalties pursuant to Cal. Lab. C. § 1197.1, in an amount to be
25 established at trial;
26 4. For pre-judgment interest on any unpaid compensation from the date such amounts were
27 due;
28 5. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Cal. Lab. C. §
 1194(a);

6. For liquidated damages pursuant to Cal. Lab. C. § 1194.2; and
7. For such other and further relief as the Court may deem just and proper.

**As to the Third Cause of Action – Failure to Provide Meal Periods
(Cal. Lab. C. §§ 226.7 & 512(a))**

1. That the Court declare, adjudge, and decree that Defendants violated Cal. Lab. C. §§ 226.7 and 512(a) and applicable IWC Wage Orders by willfully failing to provide all meal periods to Plaintiff and the other Class Members;
2. That the Court make an award to Plaintiff and the other Class Members of one (1) hour of pay at their regular rate of compensation for each workday that a meal period was not provided, in an amount no less than \$750,000, or according to proof;
3. For all actual, consequential, and incidental losses and damages, according to proof;
4. For premium wages pursuant to Cal. Lab. C. § 226.7(c);
5. For pre-judgment interest on any unpaid wages from the date such amounts were due;
6. For reasonable attorneys' fees and costs of suit incurred herein; and
7. For such other and further relief as the Court may deem just and proper.

**As to the Fourth Cause of Action – Failure to Provide Rest Periods
(Cal. Lab. C. § 226.7)**

1. That the Court declare, adjudge, and decree that Defendants violated Cal. Lab. C. § 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and the other Class Members;
2. That the Court make an award to Plaintiff and the other Class Members of one (1) hour of pay at their regular rate of compensation for each workday that a rest period was not provided, in an amount no less than \$750,000, or according to proof;
3. For all actual, consequential, and incidental losses and damages, according to proof;
4. For premium wages pursuant to Cal. Lab. C. § 226.7(c);
5. For pre-judgment interest on any unpaid wages from the date such amounts were due;
6. For reasonable attorneys' fees and costs of suit incurred herein; and
7. For such other and further relief as the Court may deem just and proper.

**As to the Fifth Cause of Action – Failure to Provide Accurate/Itemized Wage Statements
(Cal. Lab. C. § 226(a))**

1. That the Court declare, adjudge, and decree that Defendants violated Cal. Lab. C. § 226(a) and applicable IWC Wage Orders by willfully failing to provide accurate itemized wage statements to Plaintiff and the other Class Members;
2. For statutory penalties pursuant to Cal. Lab. C. § 226(e), in an amount no less than \$824,000;
3. For injunctive relief to ensure compliance with this section, pursuant to Cal. Lab. C. § 226(h);
4. For reasonable attorneys' fees and costs of suit incurred herein; and
5. For such other and further relief as the Court may deem just and proper.

**As to the Sixth Cause of Action – Failure to Pay Wages Upon Termination
(Cal. Lab. C. §§ 201, 202, and 203)**

1. That the Court declare, adjudge, and decree that Defendants violated Cal. Lab. C. §§ 201, 202, and 203 by willfully failing to pay all wages due upon termination;
2. For waiting time penalties in an amount no less than \$500,000, or according to proof;
3. For pre-judgment interest on any unpaid compensation from the date such amounts were due;
4. For reasonable attorneys' fees and costs of suit incurred herein; and
5. For such other and further relief as the Court may deem just and proper.

**As to the Seventh Cause of Action – Failure to Pay All Tips Earned
(Cal. Lab. C. §§ 221, 351, & 353)**

1. That the Court declare, adjudge, and decree that Defendants violated Cal. Lab. C. §§ 221, 351, and 353 and applicable IWC Wage Orders by willfully failing to pay all tips due to Plaintiff and the other Class Members;
2. For restitution of all unpaid tips, in an amount no less than \$500,000;
3. For pre-judgment interest on any unpaid tips from the date such amounts were due;
4. For reasonable attorneys' fees and costs of suit incurred herein; and
5. For such other and further relief as the Court may deem just and proper.

**As to the Eighth Cause of Action – Unfair Competition
(Cal. Bus. & Prof. §§ 17200, et. seq.)**

1. That the Court declare, adjudge, and decree that Defendants violated Cal. Bus. & Prof. C. §§ 17200, et seq. by failing to provide Plaintiff and the other Class Members all overtime compensation due to them, failing to provide them all minimum wages due to them, failing to provide all meal and rest periods to them, failing to provide them accurate, 'itemized wage statements, failing to timely pay them all wages due during their employment, failing to timely pay them all wages due upon termination, and failing to keep accurate payroll records;
2. For restitution of unpaid wages to Plaintiff and the other Class Members and all pre-judgment interest from the day such amounts were due and payable;
3. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of Cal. Bus. & Prof. C. §§ 17200, et seq.;
4. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Cal. C. of Civ. Pro. § 1021.5;
5. For injunctive relief to ensure compliance with this section, pursuant to Cal. Bus. & Prof. C. §§ 17200, et seq.; and
6. For such other and further relief as the Court may deem just and proper.

**As to the Ninth Cause of Action – PAGA Penalties
(Cal. Lab. C. §§ 2698, et seq.)**

1. For civil penalties pursuant to Cal. Lab. C. § 2699(f), in an amount no less than \$1,000,000;
2. For attorneys' fees and costs pursuant to Cal. Lab. C. § 2699(g)(1); and
3. For such other and further relief as the Court may deem just and proper.

**As to the Tenth Cause of Action – Failure to Produce Payroll/Personnel Records
(Cal. Lab. C. §§ 226 & 1198.5)**

1. For statutory penalties pursuant to Cal. Lab. C. § 226(f) and Cal. Lab. C. § 1198.5(k), plus attorneys' fees for violation of Cal. Lab. C. §§ 226 and 1198.5 in the amount of no less than \$3,000.00; and

2. For such other and further relief as the Court may deem just and proper.

Respectfully Submitted,

Dated May 22, 2025

JON WEBSTER LAW GROUP, APC

Dustin Burton

DUSTIN BURTON
Attorney for Plaintiff:
GABRIELA RODRIGUEZ