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LAURA SANCHEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

LAURA SANCHEZ, an individual, on
 behalf of herself, on behalf of all persons
 similarly situated, and on behalf of all
 aggrieved employees

Plaintiffs,

vs.

GREATDANE CATERING AND
 EVENTS, LLC, a California corporation;
 RANNI KUMGISKY, an individual;
 DANE PEARSON, an individual; and
 DOES 1 through 50 inclusive

Defendants.

Case No. 22STCV00612

**CLASS ACTION COMPLAINT FOR
 DAMAGES AND INJUNCTIVE RELIEF;
 ENFORCEMENT ACTION UNDER THE
 PRIVATE ATTORNEYS GENERAL ACT,
 CALIFORNIA LABOR CODE § 2698, ET
 SEQ:**

- 1. FAILURE TO PAY OVERTIME
 COMPENSATION AND
 LIQUIDATED DAMAGES [CAL. LAB.
 CODE §§ 510, 1194, 1194.2, and 1198];**
- 2. FAILURE TO PAY MINIMUM
 WAGES AND LIQUIDATED
 DAMAGES [CAL. LAB. CODE §§
 1182.12, 1194, 1194.2, 1197, 1197.1, and
 1198 and CAL. CODE REGS., Tit. 8, §§
 11050];**
- 3. FAILURE TO PROVIDE MEAL
 PERIODS [CAL. LAB. CODE §§ 226.7
 and 512, and CAL. CODE REGS., Tit. 8,
 §§ 11050];**
- 4. FAILURE TO PROVIDE REST
 PERIODS [CAL. LAB. CODE §§ 226.7
 and 512, and CAL. CODE REGS., Tit. 8,
 §§ 11050];**
- 5. FAILURE TO PROVIDE ITEMIZED
 STATEMENTS AND MAINTAIN
 ACCURATE PAYROLL RECORDS
 [CAL. LAB. CODE §§ 226(a), 1174(d),
 and 1198];**
- 6. FAILURE TO PROVIDE ADEQUATE
 SEATING [CAL. LAB. CODE § 1198;
 CAL. CODE REGS., Tit. 8, § 11050(14)];**
- 7. CONVERSION - IMPROPER**

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- RECEIPT AND DISTRIBUTION OF
GRATUITIES [CAL. LAB. CODE § 351];
8. FAILURE TO PAY WAGES UPON
TERMINATION OF EMPLOYMENT
[CAL. LAB. CODE § 203];
9. UNFAIR COMPETITION [CAL. BUS.
& PROF. CODE § 17200, et seq.]; and,
10. CIVIL PENALTIES FOR
VIOLATIONS OF THE CALIFORNIA
LABOR CODE, PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT [CAL. LAB. CODE § 2698, et seq.]

DEMAND FOR A JURY TRIAL

10 All allegations in this Complaint are based upon information and belief except for
11 those allegations that pertain to the Plaintiff named herein and her counsel. Each allegation
12 has evidentiary support or is likely to have evidentiary support after a reasonable
13 opportunity for further investigation and discovery.

14 **I.**

15 **JURISDICTION AND VENUE**

16 1. The Court has jurisdiction over this Complaint under CAL. CIV. PROC. CODE §
17 410.10. This Complaint is brought under CAL. CIV. PROC. CODE. § 382, the procedural
18 provisions of FED. RULES OF CIV. PROC., RULE 23, and CAL. BUS. & PROF. CODE § 17200,
19 et seq. Plaintiff brings this complaint on her own behalf, and on behalf of all persons in the
20 putative Class as defined in Paragraph 16 below, and as an aggrieved employee on behalf
21 of all aggrieved employees.

22 2. Venue is proper in the Court under CAL. CIV. PROC. CODE §§ 395 and 395.5
23 because the claims made, and the CAL. LAB. CODE violations as against the persons
24 identified herein, occurred in the County of Los Angeles, California. Further, each of the
25 Defendants owned and operated their businesses in the County of County of Los Angeles,
26 California.
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3. The Private Attorney Generals Act (“PAGA”) authorizes aggrieved employees to sue directly as the proxy of the State of California for civil penalties for violations of various provisions in the CAL. LAB. CODE.

II.

THE PARTIES

PLAINTIFFS

4. LAURA SANCHEZ (“PLAINTIFF”) is, and at all material times mentioned was:

- (a) An individual who resides in Los Angeles County, California;
- (b) Jointly employed by GREATDANE CATERING AND EVENTS, LLC, RANNI KUMGISKY, DANE PEARSON and/or DOES 1 through 50 (“DEFENDANTS”), from on or about January 2020 to on or about June 23, 2021;
- (c) Was not properly paid for overtime hours worked;
- (d) Was not properly paid minimum wages for hours worked;
- (e) Did not receive compliant meal periods or meal period premiums;
- (f) Did not receive compliant rest periods or rest period premiums;
- (g) Did not receive accurate itemized wage statements;
- (h) Did not receive adequate seating while on and off duty;
- (i) Was not properly provided all gratuities received by DEFENDANTS;
- (j) When terminated from her employment, was not paid for overtime wages owed, minimum wages owed, meal period wages owed, and rest period wages owed within the time limits prescribed by CAL. LABOR CODE § 201

DEFENDANTS

5. PLAINTIFF is informed and believes, and based upon that information and belief alleges, that Defendant GREATDANE CATERING AND EVENTS, LLC, is, and at all times mentioned was:

- 1 (a) A California corporation authorized to conduct business, and actually
2 conducting business, in Los Angeles County, California;
- 3 (b) The owner and operator of a bar and restaurant, entitled Detour
4 Bistro, in Los Angeles County, California;
- 5 (c) Along with RANNI KUMGISKY, DANE PEARSON, and DOES 1
6 through 50, inclusive, was the former joint employer of PLAINTIFF,
7 the putative Class, and all aggrieved employees, as GREATDANE
8 CATERING AND EVENTS, LLC, RANNI KUMGISKY, DANE
9 PEARSON and DOES 1 through 50 controlled PLAINTIFF's, the
10 putative Class', and all aggrieved employees' wages, hours, working
11 conditions, and how PLAINTIFF, the putative Class, and all
12 aggrieved employees were paid;
- 13 (d) Failed to properly pay PLAINTIFF, the putative Class, and all
14 aggrieved employees, for overtime wages, for minimum wages, for
15 missed meal periods, for missed rest periods, failed to provide
16 PLAINTIFF, the putative Class, and all aggrieved employees with
17 accurate itemized wage statements, failed to provide PLAINTIFF, the
18 putative Class, and all aggrieved employees, with adequate seating,
19 failed to properly receive and distribute gratuities to PLAINTIFF, the
20 putative Class, and all aggrieved employees, and failed to pay
21 PLAINTIFF, the putative Class, and all aggrieved employees for
22 wages due upon termination. Each of these transgressions violated the
23 CAL. LAB. CODE.

24 6. PLAINTIFF is informed and believes, and based upon that information and
25 belief alleges, that Defendant RANNI KUMGISKY, is, and at all times mentioned was:

- 26 (a) An individual who resides in Los Angeles County, California;
- 27 (b) The owner and operator of GREATDANE CATERING AND
28 EVENTS, LLC;

- 1 (c) The owner and operator of a bar and restaurant, entitled Detour
2 Bistro, in Los Angeles County, California;
- 3 (d) Along with GREATDANE CATERING AND EVENTS, LLC, DANE
4 PEARSON, and DOES 1 through 50, inclusive, was the former joint
5 employer of PLAINTIFF, the putative Class, and all aggrieved
6 employees, as GREATDANE CATERING AND EVENTS, LLC,
7 RANNI KUMGISKY, DANE PEARSON and DOES 1 through 50
8 controlled PLAINTIFF's, the putative Class', and all aggrieved
9 employees' wages, hours, working conditions, and how PLAINTIFF,
10 the putative Class, and all aggrieved employees were paid;
- 11 (e) Failed to properly pay PLAINTIFF, the putative Class, and all
12 aggrieved employees, for overtime wages, for minimum wages, for
13 missed meal periods, for missed rest periods, failed to provide
14 PLAINTIFF, the putative Class, and all aggrieved employees with
15 accurate itemized wage statements, failed to provide PLAINTIFF, the
16 putative Class, and all aggrieved employees, with adequate seating,
17 failed to properly receive and distribute gratuities to PLAINTIFF, the
18 putative Class, and all aggrieved employees, and failed to pay
19 PLAINTIFF, the putative Class, and all aggrieved employees for
20 wages due upon termination. Each of these transgressions violated the
21 CAL. LAB. CODE.

22 7. PLAINTIFF is informed and believes, and based upon that information and
23 belief alleges, that Defendant DANE PEARSON, is, and at all times mentioned was:

- 24 (a) An individual who resides in Los Angeles County, California;
- 25 (b) The owner and operator of GREATDANE CATERING AND
26 EVENTS, LLC;
- 27 (c) The owner and operator of a bar and restaurant, entitled Detour
28 Bistro, in Los Angeles County, California;

- 1 (d) Along with GREATDANE CATERING AND EVENTS, LLC,
2 RANNI KUMGISKY, and DOES 1 through 50, inclusive, was the
3 former joint employer of PLAINTIFF, the putative Class, and all
4 aggrieved employees, as GREATDANE CATERING AND EVENTS,
5 LLC, RANNI KUMGISKY, DANE PEARSON and DOES 1 through
6 50 controlled PLAINTIFF's, the putative Class', and all aggrieved
7 employees' wages, hours, working conditions, and how PLAINTIFF,
8 the putative Class, and all aggrieved employees were paid;
- 9 (e) Failed to properly pay PLAINTIFF, the putative Class, and all
10 aggrieved employees, for overtime wages, for minimum wages, for
11 missed meal periods, for missed rest periods, failed to provide
12 PLAINTIFF, the putative Class, and all aggrieved employees with
13 accurate itemized wage statements, failed to provide PLAINTIFF, the
14 putative Class, and all aggrieved employees, with adequate seating,
15 failed to properly receive and distribute gratuities to PLAINTIFF, the
16 putative Class, and all aggrieved employees, and failed to pay
17 PLAINTIFF, the putative Class, and all aggrieved employees for
18 wages due upon termination. Each of these transgressions violated the
19 CAL. LAB. CODE.

20 8. GREATDANE CATERING AND EVENTS, LLC, RANNI KUMGISKY,
21 DANE PEARSON, and DOES 1 through 50 are collectively referred to as
22 "DEFENDANTS" throughout this Complaint.

23 9. The true names and capacities, whether individual, corporate, subsidiary,
24 partnership, associate or otherwise of Defendant DOES 1 through 50, inclusive, are
25 unknown to the PLAINTIFF, who therefore sues these Defendants by those fictitious names
26 under CAL. CIV. PROC. § 474. PLAINTIFF will seek leave to amend the Complaint to
27 allege the true names and capacities of DOES 1 through 50, inclusive, when they are
28 ascertained.

1 10. PLAINTIFF is informed and believes, and based upon that information and
2 belief alleges, that Defendant DOES 1 through 50 are persons, corporations or other entities
3 which reside in, or are otherwise doing business in the State of California. Each of the
4 Defendant DOES 1 through 50 was the managerial agent, employee, predecessor,
5 successor, joint-venturer, co-conspirator, alter ego and/or representative of one or more of
6 the other Defendants named herein, and acted with permission, authorization and/or
7 ratification and consent of other Defendants.

8 11. PLAINTIFF is informed and believes, and based upon that information and
9 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
10 inclusive, are responsible in some manner for one or more of the events and happenings
11 that proximately caused the injuries and damages hereinafter alleged.

12 12. PLAINTIFF is informed and believes, and based upon that information and
13 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
14 inclusive, are, and at all times mentioned herein were, the agents, servants, and/or
15 employees of each of the other Defendants, and that each Defendant was acting within the
16 course of scope of his, hers, or its authority as the agent, servant and/or employee of each
17 of the other Defendants. Consequently, all the Defendants are jointly and severally liable to
18 PLAINTIFF, and all aggrieved employees for their damages sustained as a proximate result
19 of Defendants' conduct.

20 13. PLAINTIFF is informed and believes, and based upon that information and
21 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
22 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
23 themselves and entered into a combination and systemized campaign of activity to *inter*
24 *alia* damage PLAINTIFF, and all aggrieved employees and to otherwise consciously and/or
25 recklessly act in derogation of PLAINTIFF's, and all aggrieved employees rights, and the
26 trust reposed by PLAINTIFF, and all aggrieved employees in each of the Defendants, the
27 acts being negligently and/or intentionally inflicted. Their conspiracy, and Defendants'
28 concerted actions, were such that, to PLAINTIFF's information and belief, and to all

1 appearances, Defendants represented a unified body so that the actions of one Defendant
2 were accomplished in concert with, and with the knowledge, ratification, authorization and
3 approval of each of the other Defendants.

4 **ALTER-EGO ALLEGATIONS**

5 14. PLAINTIFF is informed and believes, and based upon that information and
6 belief alleges, that:

7 (a) GREATDANE CATERING AND EVENTS, LLC, and DOES 1 through 50,
8 are, and at all relevant times were, mere shells without capital, assets, stock or
9 stockholders;

10 (b) Defendants GREATDANE CATERING AND EVENTS, LLC, and DOES 1
11 through 50 are, and at all relevant times were, the alter ego of Defendants RANNI
12 KUMGISKY, DANE PEARSON, and DOES 1 through 50, inclusive, and each of them,
13 who were the controlling shareholders, officers, and directors of GREATDANE
14 CATERING AND EVENTS, LLC, and DOES 1 through 50;

15 (c) There is, and at all relevant times was, a unity of interest and/or ownership
16 between all of these Defendants so that any individuality or separateness between them has
17 ceased to exist in that GREATDANE CATERING AND EVENTS, LLC, and DOES 1
18 through 50, inclusive were and are under their control and domination; and

19 (d) GREATDANE CATERING AND EVENTS, LLC, and DOES 1 through 50,
20 inclusive are, and at all relevant times were, completely controlled, dominated, managed
21 and operated by RANNI KUMGISKY, DANE PEARSON, and Defendants DOES 1
22 through 50, inclusive, and each of them, so that GREATDANE CATERING AND
23 EVENTS, LLC, and DOES 1 through 50 were mere shells, instrumentalities, and/or
24 conduits through which each of these Defendants conducted some or all of their/its
25 business. Adherence to the fiction of the separate existence of GREATDANE CATERING
26 AND EVENTS, LLC, and DOES 1 through 50, inclusive as entities distinct from RANNI
27 KUMGISKY, DANE PEARSON, Defendants DOES 1 through 50, inclusive, or any of
28 them, would permit an abuse of the corporate privilege and sanction fraud or promote

1 injustice in that, among other things, it would enable each of these Defendants to avoid
2 liability and to defraud his, her, or its creditors, the effect of which would be to render each
3 Defendant financially unable to respond to a monetary judgment awarded against each or
4 any of them in the action.

5 15. PLAINTIFF and all persons employed by DEFENDANTS in California who
6 received at least one wage statement are “aggrieved employees” as defined by CAL. LAB.
7 CODE § 2699 in that they are all current or former employees of DEFENDANTS, and one
8 or more of the alleged violations was committed against them.

9 III.

10 CLASS ALLEGATIONS

11 A. The Definition Of The Class

12 16. The Class (“the Class”) consists of:

13 All persons who are or were hourly paid employees or independent
14 contractors of GREATDANE CATERING AND EVENTS, LLC,
15 RANNI KUMGISKY, and/or DANE PEARSON, in the State of
16 California, at any time during the period commencing on the date that
17 is within four years prior to the filing of this complaint and continuing
18 thereafter (the “Class Period”).

19 B. Maintenance Of The Action

20 17. PLAINTIFF brings the action individually on behalf of all similarly situated
21 persons under CAL. BUS. & PROF. CODE §§ 17203 and 17204 and CAL. CIV. PROC. CODE §
22 382.

23 C. The Class Requisites

24 18. At all material times, PLAINTIFF was a member of the putative Class.

25 19. This class action meets the statutory prerequisites for maintaining a class
26 action under CAL. CIV. PROC. CODE § 382, in that:

27 (a) The persons who comprise the Class are so numerous that the joinder
28 of all those persons is impracticable and the disposition of their
claims as a class will benefit the parties and the court;

- 1 (b) Nearly all factual, legal, statutory, declaratory, and injunctive-relief
2 issues that are raised in this complaint are common to the Class and
3 will apply uniformly to every Class member;
- 4 (c) The claims of the representative Plaintiff are typical of the claims of
5 each Class member. PLAINTIFF, like all other putative Class
6 members, has sustained damages arising from DEFENDANTS'
7 violations of the laws of the State of California. PLAINTIFF, and the
8 putative Class members, were and are similarly or identically harmed
9 by the same unlawful, deceptive, unfair, systematic and pervasive
10 pattern of misconduct engaged in by the DEFENDANTS;
- 11 (d) The representative Plaintiff has, and will continue to, fairly and
12 adequately represent and protect the interests of the Class, and has
13 retained counsel who is competent and experienced in class action
14 litigation. There are no material conflicts between the claims of the
15 representative Plaintiff and the Class members that would make class
16 certification inappropriate. Counsel for the Class will vigorously
17 assert the claims of all Class members.

18 20. The persons who comprise the Class are so numerous that joining all of them
19 is impracticable, and jointly adjudicating their claims will benefit the parties and the court.
20 PLAINTIFF'S claims are typical of the claims of the Class that PLAINTIFF seeks to
21 represent. PLAINTIFF will fairly and adequately protect the interests of the Class that she
22 seeks to represent. PLAINTIFF does not have any interests that are antagonistic to the
23 Class that she seeks to represent. Counsel for PLAINTIFF are experienced, qualified, and
24 generally able to conduct complex class action litigation.

25 21. The Court should permit the action to be maintained as a class action under
26 CAL. CIV. PROC. CODE § 382 because:

- 27 (a) The questions of law and fact common to the Class predominate over
28 any question affecting only individual members;

- 1 (b) A class action is superior to any other available method for fairly and
2 efficiently adjudicating the claims of the Class;
- 3 (c) The Class members are so numerous that it is impractical to bring all
4 of them before the Court;
- 5 (d) PLAINTIFF and the other Class members will not be able to obtain
6 effective and economic legal redress unless the action is maintained as
7 a class action;
- 8 (e) There is a community of interest in obtaining appropriate legal and
9 equitable relief for the statutory violations, and in obtaining adequate
10 compensation for the damages and injuries for which DEFENDANTS
11 are responsible in an amount sufficient to adequately compensate the
12 Class members;
- 13 (f) Without Class certification, the prosecution of separate actions by
14 individual Class members would create a risk of:
- 15 i. Inconsistent or varying adjudications for individual Class
16 members that would establish incompatible standards of
17 conduct for DEFENDANTS; and/or,
- 18 ii. Adjudications for individual Class members that would, as a
19 practical matter, dispose of other non-party members' interests,
20 or that would substantially impair or impede the non-parties'
21 ability to protect their interests, by, for example, potentially
22 exhausting the funds available from DEFENDANTS; and,
- 23 (g) DEFENDANTS have acted or refused to act on grounds generally
24 applicable to the Class, making final injunctive relief appropriate for
25 the Class as a whole.

26 22. PLAINTIFF contemplates eventually issuing notice to the proposed Class
27 members that would set forth the subject and nature of the action. The DEFENDANTS'
28 own business records may be utilized for assisting to prepare and issue the contemplated

1 notice. To the extent that any further notices may be required, PLAINTIFF would
2 contemplate using additional media and/or mailings.

3 **IV.**

4 **PAGA REPRESENTATIVE ALLEGATIONS**

5 23. At all times herein set forth, PAGA provides that any provision of law under
6 the CAL. LAB. CODE and applicable IWC Wage Order that provides for a civil penalty to be
7 assessed and collected by the LWDA for violations of the CAL. LAB. CODE and applicable
8 IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a civil
9 action brought on behalf of themselves and other current or former employees pursuant to
10 procedures outlined in CAL. LAB. CODE § 2699.3.

11 24. PAGA defines an “aggrieved employee” in Labor Code section 2699(c) as
12 “any person who was employed by the alleged violator and against whom one or more of
13 the alleged violations was committed.”

14 25. PLAINTIFF and other current and former employees of DEFENDANTS are
15 “aggrieved employees” as defined by Labor Code section 2699(c) in that they are all
16 Defendants’ current or former employees and one or more of the alleged violations were
17 committed against them.

18 26. On November 1, 2021, PLAINTIFF provided written notice by online filing to the
19 LWDA and by Certified Mail to DEFENDANTS of the specific provisions of the California
20 Labor Code alleged to have been violated, including facts and theories to support the alleged
21 violations, in accordance with CAL. LAB. CODE § 2699.3. PLAINTIFF’s notice was
22 accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA
23 Administrator confirmed receipt of Plaintiff’s written notice and assigned Plaintiff PAGA Case
24 Number LWDA-CM-850554-21.

25 27. PLAINTIFF has satisfied the administrative prerequisites under CAL. LAB. CODE
26 §§ 2699.3(a) and 2699.3(c) to recover civil penalties against DEFENDANTS for violations of
27 CAL. LAB. CODE §§ 201, 202, 203, 226, 226.7, 351, 510, 512, 516, 1182.12, 1194, 1194.2, 1197.1,
28 1198, and 2810.5.

28. CAL. LAB. CODE § 558(a) provides, “Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid....(2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid....” Labor Code section 558(d) provides, “The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.”

29. DEFENDANTS, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated PLAINTIFF'S and other aggrieved employees' rights by violating various sections of the CAL. LAB. CODE as set forth above.

30. As set forth below, DEFENDANTS have violated numerous provisions of both the CAL. LAB. CODE sections regulating hours and days of work as well as the applicable IWC Wage Order.

31. Pursuant to PAGA, and in particular, CAL. LAB. CODE §§ 2699(a), 2699.3(a), 2699.3(c), and 2699.5, and section 558, PLAINTIFF, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against DEFENDANTS for violations of CAL. LAB. CODE §§ 201, 202, 203, 226, 226.7, 351, 510, 512, 516, 1182.12, 1194, 1194.2, 1197.1, 1198, and 2810.5.

V.

THE CONDUCT

32. DEFENDANTS operate a bar and restaurant named Detour Bistro, which serves food and drinks in Los Angeles County, California.

33. DEFENDANTS' business requires the use of "non-exempt" employees as defined by the California Labor Code and IWC Wage Order No. 5-2001 (as amended), including cooks, prep cooks, dishwashers, janitors, bartenders, and a wait staff / cashiers.

1 34. DEFENDANTS jointly employed PLAINTIFF from on or about January 2020
2 to on or about June 23, 2021, as a bartender and server. While in this position, PLAINTIFF
3 was misclassified by DEFENDANTS as an “exempt employee.”

4 35. PLAINTIFF regularly worked five (5) to seven (7) hour shifts three days per
5 week on Mondays through Thursdays for DEFENDANTS. Additionally, PLAINTIFF
6 typically worked eight (8) to nine (9) hour shifts on Friday, Saturday, and Sunday for
7 DEFENDANTS. When DEFENDANTS terminated PLAINTIFF’S employment,
8 PLAINTIFF earned approximately \$13.25 per hour, regardless of the hours that she
9 worked.

10 36. PLAINTIFF’s job duties included, among other things, operating a cash
11 register, processing customers’ purchases, and serving food and drinks to customers at
12 DEFENDANTS’ restaurant.

13 37. During PLAINTIFF’s employment, DEFENDANTS exercised complete and
14 unfettered control over PLAINTIFF’s, the putative Class’ and all aggrieved employees’
15 work schedules; their hours worked; their rate of pay and method of payment; dictated how
16 PLAINTIFF, the putative Class, and all aggrieved employees would actually perform their
17 job duties; and dictated when PLAINTIFF, the putative Class and all aggrieved employees
18 could or could not take lunch or rest breaks. PLAINTIFF, the putative Class, and all
19 aggrieved employees could not exercise discretion and independent judgment in performing
20 their tasks. PLAINTIFF, the putative Class and all aggrieved employees had to obtain
21 approval on all actions they took on their jobs. Additionally, DEFENDANTS did not pay
22 PLAINTIFF, the putative Class, and all aggrieved employees’ salaries twice the state
23 minimum wage for full-time employment. CAL. CODE REGS. § 11050, including the
24 applicable California Wage Order apply to PLAINTIFF, the putative Class, and all
25 aggrieved employees. PLAINTIFF, the putative Class, and all aggrieved employees were
26 not exempt employees or independent contractors.

27 38. During PLAINTIFF’s, the putative Class’ and all aggrieved employees’
28 employment, DEFENDANTS failed to properly pay PLAINTIFF, the putative Class, and

1 all aggrieved employees for overtime hours worked.

2 39. CAL. LAB. CODE § 510 provides that employees in California shall not be
3 employed more than 8 hours in any workday or 40 hours in a workweek unless they receive
4 additional compensation beyond their regular wages in amounts specified by law.

5 40. CAL. LAB. CODE. §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 require
6 employers to pay employees the minimum wage fixed by the California Industrial Welfare
7 Commission. The payment of a lesser wage than the minimum so fixed is unlawful.

8 41. During PLAINTIFF's, the putative Class' and all aggrieved employees'
9 employment, DEFENDANTS failed to properly pay PLAINTIFF, the putative Class, and
10 all aggrieved employees minimum wages for all hours worked.

11 42. DEFENDANTS failed to permit PLAINTIFF, the putative Class, and all
12 aggrieved employees to take code-complaint meal periods.

13 43. DEFENDANTS regularly failed to provide PLAINTIFF, the putative Class,
14 and all aggrieved employees with code-compliant thirty (30) minute meal periods during
15 shifts in excess of five (5) hours, and a second meal period of at least thirty (30) minutes
16 during shifts in excess of ten (10) hours. When meal periods were provided, they were
17 shorter in duration than 30 minutes or were interrupted. DEFENDANTS effectively
18 maintained control over PLAINTIFF, the putative Class, and all aggrieved employees
19 during the meal periods that were provided. On each day where a code-compliant thirty
20 (30) minute meal period was not provided to PLAINTIFF, the putative Class, and all
21 aggrieved employees, DEFENDANTS failed to pay PLAINTIFF, the putative Class, and all
22 aggrieved employees one additional hour of pay at their regular rates of pay.

23 44. DEFENDANTS refused to allow PLAINTIFF, the putative Class, and all
24 aggrieved employees to take code-complaint rest periods.

25 45. DEFENDANTS did not provide PLAINTIFF, the putative Class, and all
26 aggrieved employees with a code compliant 10-minute net rest period for every four (4)
27 hours or major fraction thereof worked. Where rest periods were provided, they were
28 shorter in duration than 10 minutes, were interrupted, or were not provided every four (4)

1 hours or major fraction thereof worked. DEFENDANTS effectively maintained control
2 over PLAINTIFF, and all aggrieved employees during rest periods that were provided. On
3 each day when code-compliant ten (10) minute rest periods were not provided to
4 PLAINTIFF, the putative Class, and all aggrieved employees, DEFENDANTS failed to pay
5 PLAINTIFF, the putative Class, and all aggrieved employees one additional hour of pay at
6 their regular rates of pay.

7 46. Under California law, an employee who works more than 4 hours or major
8 fraction thereof is entitled to a compensated rest period of 10 minutes. An employee who
9 works more than 5 hours in a day is entitled to a meal period of at least 30 minutes, and a
10 second meal period of at least 30 minutes if he or she works more than 10 hours in a
11 workday. (CAL. LAB. CODE § 512(a).) An employer that fails to provide a rest or meal
12 period that satisfies the requirements of the applicable IWC Wage Order 5-2001 (as
13 amended) must pay a premium to the employee of one additional hour of pay at the
14 employee's regular rate for each day that a meal or rest period was not provided. (CAL.
15 LAB. CODE § 226.7(b).)

16 47. DEFENDANTS completely failed to provide wage statements to PLAINTIFF,
17 the putative Class, and all aggrieved employees. Thus, DEFENDANTS violated CAL. LAB.
18 CODE § 226.

19 48. CALIFORNIA LABOR CODE § 1198 makes it illegal to employ an employee
20 under conditions of labor that are prohibited by the applicable wage order. California Code
21 of Regulations, Title 8, section 11050(14)(A) provides, "All working employees shall be
22 provided with suitable seats when the nature of the work reasonably permits the use of
23 seats." California Code of Regulations, Title 8, section 11050(14)(B) provides, "When
24 employees are not engaged in the active duties of their employment and the nature of the
25 work requires standing, an adequate number of suitable seats shall be placed in reasonable
26 proximity to the work area and employees shall be permitted to use such seats when it does
27 not interfere with the performance of their duties."
28

1 49. DEFENDANTS did not provide PLAINTIFF, the putative Class, and all
2 aggrieved employees with an adequate number of suitable seats in reasonable proximity to
3 the work area that could be used when the seats would not interfere with the performance
4 of the duties. PLAINTIFF, the putative Class, and all aggrieved employees, who were
5 otherwise required to work standing at all times, were forced to continue to stand during
6 times when they were not engaged in the active duties of their employment.

7 DEFENDANTS did not have a break room. Additionally, PLAINTIFF, the putative Class,
8 and all aggrieved employees, spent a substantial portion of their day behind cash registers
9 or Point of Sale systems, regardless of their actual job titles or descriptions. The nature of
10 the work of an employee performing cashier duties can reasonably be accomplished from a
11 seated position. However, DEFENDANTS did not provide seats or stools at or near each
12 cash register or Point of Sale System forcing PLAINTIFF, the putative Class, and all
13 aggrieved employees, to stand throughout their work shifts.

14 50. As a result, PLAINTIFF, the putative Class, and all aggrieved employees, are
15 entitled to recover all remedies available for violations of CALIFORNIA LABOR CODE § 1198
16 and California Code of Regulations, Title 8, section 11050(14).

17 51. DEFENDANTS instituted a tip-pooling policy that allowed for managers to
18 take gratuities left by DEFENDANTS' customers for PLAINTIFF, the putative Class, and
19 all aggrieved employees.

20 52. CAL. LAB. CODE § 351 provides that no employer or agent shall collect, take,
21 or receive any gratuity or a part thereof that is paid, given to, or left for an employee by a
22 patron, or deduct any amount from wages due an employee on account of a gratuity, or
23 require an employee to credit the amount, or any part thereof, of a gratuity against and as a
24 part of the wages due the employee from the employer. Every gratuity is declared to be the
25 sole property of the employee or employees to whom it was paid, given, or left for.

26 53. CAL. LAB. CODE § 201(a) provides that a discharged employee's unpaid
27 wages are due and payable immediately. Under CAL. LAB. CODE § 202(a), when an
28 employee not having a written contract for a definite period is terminated, his or her wages

1 become immediately due and payable. CAL. LAB. CODE § 203 (a) provides that “If an
2 employer willfully fails to pay, without abatement or reduction, in accordance with
3 Sections [201 and 202], any wages of an employee who is discharged or who quits, the
4 wages of the employee shall continue as a penalty from the due date thereof at the same
5 rate until paid or until an action therefore is commenced; but the wages shall not continue
6 for more than 30 days.”

7 54. Under California Labor Code § 203, PLAINTIFF, the putative Class, and all
8 aggrieved employees, are entitled to one day’s wages for each day they were not timely
9 paid all wages due, up to a maximum of 30 days’ wages. Because DEFENDANTS never
10 paid overtime or meal and rest period wages to PLAINTIFF, the putative Class, and all
11 aggrieved employees, each of these individuals whose employment has been terminated
12 during the applicable statutory period, is entitled to 30 days’ wages.

13 **FIRST CAUSE OF ACTION**

14 **FOR FAILURE TO PAY OVERTIME COMPENSATION AND LIQUIDATED**
15 **DAMAGES**

16 [CAL. LAB. CODE §§ 510, 1194, 1194.2 and 1198]

17 **(By PLAINTIFF, On Her Own Behalf, On Behalf of All Employees Similarly Situated,**
18 **and Against All DEFENDANTS)**

19 55. PLAINTIFF repeats and re-alleges paragraphs 1 through 54, inclusive, of this
20 Complaint and they are incorporated herein by this reference.

21 56. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
22 were the joint employers of PLAINTIFF, and the putative Class.

23 57. CAL. LAB. CODE § 510 provides that employees in California shall not be
24 employed more than 8 hours in any workday or 40 hours in a workweek unless they receive
25 additional compensation beyond their regular wages in amounts specified by law.

26 58. CAL. CODE REGS., TIT. 8, § 11050(3)(A)(3) provides that overtime hours shall be
27 compensated at: (a) One and one-half (1 ½) times the employee’s regular rate of pay for all
28 hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for

1 the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek;
2 and (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in
3 any workday and for all hours worked in excess of eight (8) hours on the seventh (7th)
4 consecutive day of work in a workweek.

5 59. CAL. LAB. CODE § 1194 establishes an employee's right to recover unpaid
6 overtime compensation, interest thereon, together with the costs of suit, and attorneys' fees.
7 CAL. LAB. CODE § 1198 states that the employment of an employee for longer hours than
8 those fixed by the Industrial Welfare Commission is unlawful.

9 60. CAL. LAB. CODE § 1194.2 establishes an employee's right to recover liquidated
10 damages in an amount equal to the wages unlawfully unpaid and interest thereon in an
11 action for payment of a wage less than the minimum wage fixed by the Industrial Welfare
12 Commission or by statute.

13 61. At all times relevant hereto, PLAINTIFF, and the putative Class, worked more
14 than 8 hours in a workday and/or 40 hours in a workweek as employees of DEFENDANTS.
15 At all times relevant hereto, PLAINTIFF, and the putative Class, was paid on an hourly
16 basis.

17 62. At all times relevant hereto, DEFENDANTS failed to pay overtime
18 compensation to PLAINTIFF, and the putative Class, for the hours they worked in excess
19 of maximum hours permissible by law as required by CAL. LAB. CODE §§ 510, 1194, and
20 1198.

21 63. DEFENDANTS acted intentionally, oppressively, and maliciously toward
22 PLAINTIFF, and the putative Class, with a conscious disregard of their rights, or the
23 consequences to them, with the intent of depriving them of property and legal rights and
24 otherwise causing them injury. By virtue of DEFENDANTS' unlawful failure to pay
25 overtime wages, PLAINTIFF, and the putative Class have suffered, and will continue to
26 suffer, damages in the amounts which are presently unknown to them but which exceed the
27 jurisdictional limits of the court and which will be ascertained according to proof at trial.
28

1 64. PLAINTIFF, individually, and on behalf of the putative Class, seeks to recover
2 overtime wages according to proof, interest, as well as the assessment of all applicable
3 statutory penalties against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE
4 and/or other statutes. PLAINTIFF, individually, and on behalf of the putative Class, also
5 seeks to recover liquidated damages as provided by CAL. LAB. CODE § 1194.2, and
6 reasonable attorneys' fees and costs.

7 **SECOND CAUSE OF ACTION**

8 **FOR FAILURE TO PAY MINIMUM WAGES AND LIQUIDATED DAMAGES**

9 **[CAL. LAB. CODE §§ 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and CAL. CODE REGS.**

10 **Tit. 8, §§ 11050]**

11 **(By PLAINTIFF, On Her Own Behalf, On Behalf of All Employees Similarly Situated,**
12 **and Against All DEFENDANTS)**

13 65. PLAINTIFF repeats and re-alleges paragraphs 1 through 64, inclusive, of this
14 Complaint and they are incorporated herein by this reference.

15 66. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
16 were the joint employers of PLAINTIFF, and the putative Class.

17 67. CAL. LAB. CODE §§ 1182.12, 1197, and 1197.1 require employers to pay
18 employees the minimum wage fixed by the California Industrial Welfare Commission. The
19 payment of a lesser wage than the minimum so fixed is unlawful.

20 68. Compensable work time is defined in Industrial Wage Order No. 5 as "the time
21 during which an employee is subject to the control of an employer, and includes all the
22 time the employee is suffered or permitted to work, whether or not required to do so."
23 (CAL. CODE REGS., TIT. 8, § 11050(2)(K) [defining "Hours Worked"]).

24 69. CAL. LAB. CODE § 1194 establishes an employee's right to recover unpaid
25 wage compensation, interest thereon, together with the costs of suit, and attorneys' fees.

26 70. CAL. LAB. CODE § 1194.2 establishes an employee's right to recover liquidated
27 damages in an amount equal to the wages unlawfully unpaid and interest thereon in an
28

1 action for payment of a wage less than the minimum wage fixed by the Industrial Welfare
2 Commission or by statute.

3 71. At all times relevant hereto, DEFENDANTS paid PLAINTIFF, and the
4 putative Class, on an hourly basis.

5 72. During PLAINTIFF's, and the putative Class' employment, DEFENDANTS
6 failed to properly pay PLAINTIFF, and the putative Class, for all hours worked at the legal
7 minimum wage.

8 73. DEFENDANTS acted intentionally, oppressively, and maliciously toward
9 PLAINTIFF, and the putative Class, with a conscious disregard of their rights, or the
10 consequences to them, with the intent of depriving them of property and legal rights and
11 otherwise causing them injury. By virtue of DEFENDANTS' unlawful failure to pay
12 wages, PLAINTIFF, and the putative Class have suffered, and will continue to suffer
13 damages in an amount that is presently unknown to them but which exceeds the
14 jurisdictional limits of the court and which will be ascertained according to proof at trial.

15 74. PLAINTIFF, individually, and on behalf of the putative Class, seeks to recover
16 minimum wages according to proof, interest, and the assessment of all applicable statutory
17 penalties against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE and/or other
18 statutes. PLAINTIFF, individually, and on behalf of the putative Class, also seeks to
19 recover liquidated damages as provided by CAL. LAB. CODE § 1194.2, and reasonable
20 attorneys' fees and costs.

21 **THIRD CAUSE OF ACTION**

22 **FOR FAILURE TO PROVIDE MEAL PERIODS**

23 **[CAL. LAB. CODE §§ 226.7 and 512, and CAL. CODE REGS., Tit. 8, § 11050]**

24 **(By PLAINTIFF, On Her Own Behalf, On Behalf of All Employees Similarly Situated,**
25 **and Against All DEFENDANTS)**

26 75. PLAINTIFF repeats and re-alleges paragraphs 1 through 74, inclusive, of this
27 Complaint and they are incorporated herein by this reference.
28

1 76. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
2 were the joint employers of PLAINTIFF.

3 77. CAL. LAB. CODE §§ 226.7 and 512, and CAL. CODE REGS., TIT. 8, §
4 11050(11)(A) provide that an employee who works more than five (5) hours in a day is
5 entitled to a meal period of at least thirty (30) minutes, and a second meal period of at least
6 thirty (30) minutes if he or she works more than ten (10) hours in a work day.

7 78. CAL. LAB. CODE § 226.7 and CAL. CODE REGS., TIT. 8, § 11050(11)(D) provide
8 that if an employer fails to provide an employee a meal period in accordance with the
9 section, the employer shall pay the employee one (1) hour of pay at the employee's regular
10 rate of compensation for each workday that the meal period is not provided.

11 79. At all times relevant hereto, PLAINTIFF, and the putative Class worked more
12 than five (5) hours in a workday for DEFENDANTS.

13 80. DEFENDANTS regularly failed to provide PLAINTIFF, and the putative Class
14 with compliant thirty (30) minute meal periods during shifts in excess of five (5) hours and
15 compliant second meal periods of at least thirty (30) minutes during shifts in excess of ten
16 (10) hours. When meal periods were provided, they were shorter in duration than 30
17 minutes or were interrupted. DEFENDANTS effectively maintained control over
18 PLAINTIFF, and the putative Class during the meal periods that were provided. On each
19 day where a compliant thirty (30) minute meal period was not provided to PLAINTIFF, and
20 the putative Class, DEFENDANTS failed to pay PLAINTIFF, and the putative Class one
21 additional hour of pay at PLAINTIFF'S, and the putative Class' regular rates of pay.

22 81. DEFENDANTS have intentionally and improperly denied meal periods to
23 PLAINTIFF, and the putative Class, in violation of CAL. LAB. CODE §§ 226.7 and 512 and
24 CAL. CODE REGS., TIT. 8, § 11050(11)(A), and other regulations and statutes.

25 82. By virtue of the DEFENDANTS' unlawful failure to provide meal periods to
26 PLAINTIFFS and the putative Class, PLAINTIFF, and the putative Class, have suffered,
27 and will continue to suffer, damages in amounts which are presently unknown to
28

1 PLAINTIFF, and the putative Class, but which damages exceed the jurisdictional limits of
2 the court and which will be ascertained according to proof at trial.

3 83. PLAINTIFF is informed and believes, and based upon that information and
4 belief alleges, that DEFENDANTS purposely elected not to provide meal periods to their
5 hourly paid employees. DEFENDANTS acted intentionally, oppressively, and maliciously
6 toward PLAINTIFF, and the putative Class, with a conscious disregard of their rights, or
7 the consequences to PLAINTIFF, and the putative Class, with the intent of depriving
8 PLAINTIFF, and the putative Class of property and legal rights and otherwise causing
9 PLAINTIFF, and the putative Class injury.

10 84. PLAINTIFF, individually, and on behalf of the putative Class, seeks to recover
11 meal-period compensation according to proof, interest, all applicable statutory penalties
12 against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE and/or other statutes,
13 and reasonable attorneys' fees and costs.

14 **FOURTH CAUSE OF ACTION**

15 **FOR FAILURE TO PROVIDE REST PERIODS**

16 **[CAL. LAB. CODE §§ 226.7 and 512, and CAL. CODE REGS., TIT. 8, § 11050]**

17 **(By PLAINTIFF, On Her Own Behalf, On Behalf of All Employees Similarly Situated,**
18 **and Against All DEFENDANTS)**

19 85. PLAINTIFF repeats and re-alleges paragraphs 1 through 84, inclusive, of this
20 Complaint and they are incorporated herein by this reference.

21 86. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
22 were the joint employers of PLAINTIFF, and the putative Class.

23 87. CAL. LAB. CODE §§ 226.7 and CAL. CODE REGS., TIT. 8, § 11050 (12)(A)
24 provide that employers shall authorize and permit all employees to take rest periods at the
25 rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof, of work.

26 88. CAL. LAB. CODE §§ 226.7 and CAL. CODE REGS., TIT. 8, § 11050(12)(B)
27 provide that if an employer fails to provide an employee with rest periods in accordance
28 with those statutes, the employer shall pay the employee one (1) hour of pay at the

1 employee's regular rate of compensation for each workday that the rest period was not
2 provided. The Wage Order provides a separate remedy for violations of meal period
3 requirements and violations of rest period requirements" and section 226.7 allows recovery
4 of up to two premium payments per work day – one for each type of violation. (*United*
5 *Parcel Service, Inc. v. Superior Court* (2011) 196 Cal.App.4th 57, 69.)

6 89. At all times relevant hereto, PLAINTIFF, and the putative Class worked more
7 than four hours in a workday for DEFENDANTS.

8 90. At all times relevant hereto, DEFENDANTS failed to provide rest periods to
9 PLAINTIFF, and the putative Class as required by CAL. LAB. CODE §§ 226.7 and CAL.
10 CODE REGS., Tit. 8, § 11050(12)(A).

11 91. DEFENDANTS did not provide PLAINTIFF, and the putative Class with a 10-
12 minute net rest period for every four (4) hours or major fraction thereof worked. Where rest
13 periods were provided, they were shorter in duration than 10 minutes, were interrupted, or
14 were not provided every four (4) hours or major fraction thereof worked. DEFENDANTS
15 effectively maintained control over PLAINTIFF, and the putative Class during rest periods
16 that were provided. On each day where compliant ten (10) minute rest periods were not
17 provided to PLAINTIFF, and the putative Class, DEFENDANTS failed to pay PLAINTIFF,
18 and the putative Class one additional hour of pay at their regular rates of pay.

19 92. DEFENDANTS have intentionally and improperly denied rest periods to
20 PLAINTIFF, and the putative Class, in violation of CAL. LAB. CODE §§ 226.7 and 512 and
21 CAL. CODE OF REGS., TIT. 8, § 11050(12)(A).

22 93. By virtue of the DEFENDANTS' unlawful failure to provide rest periods to the
23 PLAINTIFF, and the putative Class, PLAINTIFF, and the putative Class have suffered, and
24 will continue to suffer, damages in amounts that are presently unknown to PLAINTIFF, and
25 the putative Class, but which exceed the jurisdictional limits of the court and which will be
26 ascertained according to proof at trial.

27 94. PLAINTIFF is informed and believes, and based upon that information and
28 belief alleges, that DEFENDANTS knew or should have known that PLAINTIFF, and the

1 putative Class were entitled to rest periods and purposely elected not to provide rest
2 periods. DEFENDANTS acted intentionally, oppressively, and maliciously toward
3 PLAINTIFF, and the putative Class, with a conscious disregard of their rights, or the
4 consequences to PLAINTIFF, and the putative Class, with the intent of depriving
5 PLAINTIFF, and the putative Class of property and legal rights and otherwise causing
6 PLAINTIFF, and the putative Class injury.

7 95. PLAINTIFF, individually, and on behalf of the putative Class, seeks to recover
8 rest-period compensation according to proof, interest, all applicable statutory penalties
9 against DEFENDANTS, in a sum as provided by the CAL. LAB. CODE and/or other statutes,
10 and reasonable attorneys' fees and costs.

11 **FIFTH CAUSE OF ACTION**
12 **FOR FAILURE TO PROVIDE ITEMIZED STATEMENTS AND MAINTAIN**
13 **ACCURATE PAYROLL RECORDS**

14 [CAL. LAB. CODE §§ 226(a), 1174(d), and 1198]

15 **(By PLAINTIFF, On Her Own Behalf, On Behalf of All Employees Similarly Situated,**
16 **and Against All DEFENDANTS)**

17 96. PLAINTIFF repeats and re-alleges paragraphs 1 through 95, inclusive, of this
18 Complaint and they are incorporated herein by this reference.

19 97. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
20 were the joint employers of PLAINTIFF, and the putative Class.

21 98. CAL. LAB. CODE § 226(a) requires employers to provide non-exempt
22 employees with detailed and accurate wage statements (*i.e.* "pay stubs"). Specifically, the
23 statute provides:

24 Every employer shall, semimonthly or at the time of each payment of
25 wages, furnish each of his or her employees, either as a detachable
26 part of the check, draft, or voucher paying the employee's wages, or
27 separately when wages are paid by personal check or cash, an
28 accurate itemized statement in writing showing (1) gross wages
earned, (2) total hours worked by the employee, except for any
employee whose compensation is solely based on a salary and who is
exempt from payment of overtime under subdivision (a) of Section

1 515 or any applicable order of the Industrial Welfare Commission,
2 (3)) the number of piece-rate units earned and any applicable piece
3 rate if the employee is paid on a piece-rate basis, (4) all deductions,
4 provided that all deductions made on written orders of the employee
5 may be aggregated and shown as one item, (5) net wages earned, (6)
6 the inclusive dates of the period for which the employee is paid, (7)
7 the name of the employee and only the last four digits of his or her
8 social security number or an employee identification number other
9 than a social security number, (8) the name and address of the legal
entity that is the employer and, if the employer is a farm labor
contractor, as defined in subdivision (b) of Section 1682, the name
and address of the legal entity that secured the services of 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 and, beginning July 1, 2013, if the employer is a
temporary services employer as defined in Section 201.3, the rate of
pay and total hours worked for each temporary services assignment.

10 99. For violations of CAL. LAB. CODE § 226, CAL. LAB. CODE § 226(e)(1) provides
11 that an employee: (a) is entitled to recover the greater of all actual damages or minimum
12 statutory damages of \$50 for the initial pay period in which a violation occurs and \$100 for
13 each subsequent violation, up to a maximum of \$4,000, plus costs and attorneys' fees.

14 100. Additionally, CAL. LAB. CODE § 1174 provides in part, "Every person
15 employing labor in this state shall...(c) Keep a record showing the names and addresses of
16 all employees employed and the ages of all minors," and "(d) Keep, at a central location in
17 the state or at the plants or establishments at which employees are employed, payroll
18 records showing the hours worked daily by and the wages paid to, and the number of piece-
19 rate units earned by and any applicable piece rate paid to, employees employed at the
20 respective plants or establishments...."

21 101. CAL. LAB. CODE § 1174.5 provides that employers are subject to a \$500 civil
22 penalty if they fail to maintain accurate and complete records as required by section
23 1174(d).

24 102. DEFENDANTS intentionally completely failed to furnish to PLAINTIFF, and
25 the putative Class, upon the payment of wages, itemized wage statements in conformity
26 with CALIFORNIA LABOR CODE § 226.
27
28

1 103. PLAINTIFF, and the putative Class, were damaged by these failures because,
2 among other things, the failures led PLAINTIFF, and the putative Class, to believe that
3 they were not entitled to be paid for all hours worked even though they were so entitled,
4 and because these failures hindered PLAINTIFF, and the putative Class, from determining
5 the amounts of wages owed to them.

6 104. PLAINTIFF is also informed and believes, and based upon that information
7 and belief alleges, that DEFENDANTS willfully failed to maintain accurate payroll records
8 showing the daily hours PLAINTIFF, and the putative Class, worked and the wages that
9 should have been paid as a result of failing to record hours that PLAINTIFF, and the
10 putative Class, worked, as well as PLAINTIFF's, and the putative Class' missed meal
11 periods and rest periods.

12 105. PLAINTIFF, individually, and on behalf of the putative Class, seeks to recover
13 damages, penalties, and interest under CAL. LAB. CODE §§ 226, 1174, and 1198, and
14 reasonable attorneys' fees and costs.

15 **SIXTH CAUSE OF ACTION**

16 **FAILURE TO PROVIDE ADEQUATE SEATING**

17 **[CAL. LAB. CODE § 1198; CAL. CODE REGS., TIT. 8, § 11050(14)]**

18 **(By PLAINTIFF, On Her Own Behalf, On Behalf of All Employees Similarly Situated,**
19 **and Against All DEFENDANTS)**

20 106. PLAINTIFF repeats and re-alleges paragraphs 1 through 105, inclusive, of this
21 Complaint and they are incorporated herein by this reference.

22 107. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
23 were the joint employers of PLAINTIFF, and the putative Class.

24 108. CAL. LAB. CODE § 1198 makes it illegal to employ an employee under conditions
25 of labor that are prohibited by the applicable wage order.

26 109. CAL. LAB. CODE § 1198 provides in relevant part, "[T]he standard conditions of
27 labor fixed by the commission shall be the...standard conditions of labor for employees. The
28 employment of any employee...under conditions of labor prohibited by the order is unlawful."

1 110. CAL. CODE REGS., Tit. 8, § 11010(14)(A) provides, “All working employees shall
2 be provided with suitable seats when the nature of the work reasonably permits the use of seats.”

3 111. CAL. CODE REGS, Tit. 8, § 11010(14)(B) provides, “When employees are not
4 engaged in the active duties of their employment and the nature of the work requires standing,
5 an adequate number of suitable seats shall be placed in reasonable proximity to the work area
6 and employees shall be permitted to use such seats when it does not interfere with the
7 performance of their duties.”

8 112. DEFENDANTS violated CAL. LAB. CODE § 1198 and CAL. CODE REGS, Tit. 8, §
9 11010(14) because DEFENDANTS did not provide PLAINTIFF, the putative Class, and all
10 aggrieved employees with an adequate number of suitable seats in reasonable proximity to the
11 work area that could be used when the seats would not interfere with the performance of the
12 duties. PLAINTIFF, the putative Class, and all aggrieved employees, who were otherwise
13 required to work standing at all times, were forced to continue to stand during times when they
14 were not engaged in the active duties of their employment. DEFENDANTS did not have a break
15 room. Additionally, PLAINTIFF, the putative Class, and all aggrieved employees, spent a
16 substantial portion of their days behind cash registers or Point of Sale systems, regardless of
17 their actual job titles or descriptions. The nature of the work of an employee performing cashier
18 duties can reasonably be accomplished from a seated position. However, DEFENDANTS did
19 not provide seats or stools at or near each cash register or Point of Sale System forcing
20 PLAINTIFF, the putative Class, and all aggrieved employees, to stand throughout their work
21 shifts.

22 113. PLAINTIFF, individually, and on behalf of the putative Class, seeks all remedies
23 available for violations of CAL. LAB. CODE § 1198 and CAL. CODE REGS, Tit. 8, § 11010(14).

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CONVERSION - IMPROPER RECEIPT AND DISTRIBUTION OF GRATUITIES

**(By PLAINTIFF, On Her Own Behalf, On Behalf of All Employees Similarly
Situated, and Against All DEFENDANTS)**

///

1 **EIGHTH CAUSE OF ACTION**
2 **FOR FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT**

3 **[CAL. LAB. CODE § 203]**

4 **(By PLAINTIFF, On Her Own Behalf, On Behalf of All Employees Similarly Situated,**
5 **and Against All DEFENDANTS)**

6 119. PLAINTIFF repeats and re-alleges and re-allege paragraphs 1 through 118,
7 inclusive, of this Complaint and they are incorporated herein by this reference.

8 120. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
9 were the joint employers of PLAINTIFF, and the putative Class.

10 121. CAL. LAB. CODE § 201(a) provides that a discharged employee's unpaid wages
11 are due and payable immediately. Under CAL. LAB. CODE § 202(a), when an employee not
12 having a written contract for a definite period is terminated, his or her wages become
13 immediately due and payable.

14 122. CAL. LAB. CODE § 203 (a) provides, "If an employer willfully fails to pay,
15 without abatement or reduction, in accordance with Sections [201 and 202], any wages of
16 an employee who is discharged or who quits, the wages of the employee shall continue as a
17 penalty from the due date thereof at the same rate until paid or until an action therefore is
18 commenced; but the wages shall not continue for more than 30 days."

19 123. PLAINTIFF, and the putative Class, did not have written contracts for definite
20 terms of employment. DEFENDANTS discharged PLAINTIFF, and the putative Class,
21 from their employment within the applicable statute of limitations. DEFENDANTS
22 willfully failed to pay PLAINTIFF, and the putative Class, the wages due to them—without
23 abatement or reduction.

24 124. Under CAL. LAB. CODE § 203, PLAINTIFF, and the putative Class, are entitled
25 to one day's wages for each day they were not timely paid all wages due, up to a maximum
26 of 30 days' wages. Because DEFENDANTS failed to pay overtime wages owed, minimum
27 wages owed, meal period wages owed, and rest period wages owed, PLAINTIFF seeks to
28

1 recover 30 days' wages, and applicable penalties. PLAINTIFF also seeks reasonable
2 attorneys' fees and costs.

3 **NINTH CAUSE OF ACTION**

4 **FOR UNFAIR COMPETITION**

5 [CAL. BUS. & PROF. CODE §§ 17200, *et seq.*]

6 **(By PLAINTIFF, On Her Own Behalf, On Behalf of All Employees Similarly Situated,**
7 **and Against All DEFENDANTS)**

8 125. PLAINTIFF repeats and re-alleges paragraphs 1 through 124, inclusive, of this
9 Complaint and they are incorporated herein by this reference.

10 126. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS
11 were the joint employers of PLAINTIFF, and the putative Class. DEFENDANTS are also a
12 "person" as that term is defined under CAL. BUS. & PROF. CODE § 17021.

13 127. CAL. BUS. & PROF. CODE section 17200 defines unfair competition as any
14 unlawful, unfair, or fraudulent business act or practice. At all times relevant hereto, by and
15 through the conduct described herein, DEFENDANTS have engaged in unfair and unlawful
16 practices by, among other violations, failing to pay overtime wages to PLAINTIFF, and the
17 putative Class, failing to pay minimum wages to PLAINTIFF, and the putative Class,
18 failing to provide compliant meal and rest periods to PLAINTIFF, and the putative Class,
19 failing to provide accurate wage statements to PLAINTIFF, and the putative Class, failing
20 to provide adequate seating to PLAINTIFF, and the putative Class, failing to properly
21 receive and distribute gratuities to PLAINTIFF, and the putative Class, and failing to
22 provide wages due upon termination of employment to PLAINTIFF, and the putative Class,
23 under the applicable CAL. LAB. CODE, and Industrial Welfare Commission requirements in
24 violation of CAL. BUS. & PROF. CODE § 17200 *et seq.*, and have thereby deprived
25 PLAINTIFF, and the putative Class, of fundamental rights and privileges.

26 128. By and through the unfair and unlawful business practices described herein,
27 DEFENDANTS have obtained valuable property, money, and services from PLAINTIFF,
28

1 and the putative Class, and have deprived them of valuable rights and benefits guaranteed
2 by law, all to the detriment of PLAINTIFF, and the putative Class.

3 129. All the acts described herein are violations of, among other things, the CAL.
4 LAB. CODE, CAL. CODE REGS., and Industrial Welfare Commission Wage Order 5 are
5 unlawful and in violation of public policy and in addition are immoral, unethical,
6 oppressive, and unscrupulous, and thereby constitute unfair and unlawful business practices
7 in violation of CAL. BUS. & PROF. CODE § 17200 et seq.

8 130. PLAINTIFF, and the putative Class, are entitled to and seek such relief as may
9 be necessary to restore to them the money and property that DEFENDANTS have acquired,
10 or of which PLAINTIFF, and the putative Class, have been deprived, by means of the
11 above-described unfair and unlawful business practices.

12 131. PLAINTIFF, and the putative Class, are further entitled to seek a declaration
13 that the above-described business practices are unfair and unlawful and that an injunctive
14 relief should be issued restraining DEFENDANTS from engaging in any of the above-
15 described unfair and unlawful business practices in the future.

16 132. PLAINTIFF, and the putative Class, have no plain, speedy, and/or adequate
17 remedy at law to redress the injuries that they have suffered as a consequence of
18 DEFENDANTS' unfair and unlawful business practices. As a result of the unfair and
19 unlawful business practices described above, PLAINTIFF, and the putative Class, have
20 suffered and will continue to suffer irreparable harm unless DEFENDANTS are restrained
21 from continuing to engage in these unfair and unlawful business practices. In addition,
22 DEFENDANTS should be required to disgorge the unpaid moneys to PLAINTIFF, and the
23 putative Class.

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TENTH CAUSE OF ACTION

FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT

[California Labor Code § 2698 et seq.]

(By PLAINTIFF, On Her Own Behalf, and As a Private Attorneys General for All
Aggrieved Employees, and Against All Defendants)

133. PLAINTIFF repeats and re-alleges paragraphs 1 through 132, inclusive, of this Complaint and they are incorporated herein by this reference.

134. CAL. LAB. CODE §§ 2698-2699, the Private Attorneys General Act of 2004 expressly establishes that any provision of the CAL. LAB. CODE which provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”), or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the CAL. LAB. 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.

135. 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.

136. PLAINTIFF and all persons employed by DEFENDANTS as hourly paid employees, or misclassified employees, are “aggrieved employees” as defined by CAL. LAB. CODE § 2699 in that they are all current or former employees of DEFENDANTS, and one or more of the alleged violations was committed against them.

137. PLAINTIFF asserts all of her claims in this Complaint on her own behalf and on behalf of all aggrieved employees in her capacity as a Private Attorney General, and seeks all statutory penalties available under CAL. LAB. CODE §§ 2698-2699.

138. On November 1, 2021, LAURA SANCHEZ gave written notice by certified mail to and Defendants GREATDANE CATERING AND EVENTS, LLC, DANE PEARSON, and RANNI KUMGISKY of the specific code provisions alleged to have been violated, as required by CAL. LAB. CODE § 2699.3. On the same date, LAURA SANCHEZ submitted a “PAGA

1 Claim Notice” to the Labor and Workforce Development Agency (“LWDA”) through its online
2 portal. LAURA SANCHEZ’s PAGA Notice Letter and LWDA Claim Submissions indicated
3 that he, “as an aggrieved employee, on her own behalf and on behalf of other employees of
4 Greatdane Catering And Events, LLC, Dane Pearson, Ranni Kungisky, Detour Bistro, and any
5 other affiliated entity (“**Detour Bistro**”), intends to seek civil penalties, attorney’s fees, costs,
6 and other available relief for violations of the California Labor Code, which are recoverable
7 under the CALIFORNIA LABOR CODE PRIVATE ATTORNEY GENERAL ACT OF 2004 (“the Act”)
8 (CAL. LABOR CODE §2698 et seq.).” The statutory waiting period for PLAINTIFF to add these
9 allegations to the Complaint has expired. As a result, pursuant to CAL. LAB. CODE § 2699.3,
10 PLAINTIFF, on behalf of herself and all aggrieved employees, may now commence a
11 representative civil action pursuant to CAL. LAB. CODE § 2699 as the proxy of the State of
12 California.

13 139. DEFENDANTS’ conduct, as alleged herein, violates numerous sections of the
14 CAL. LAB. CODE , including, but not limited to, the following: :

15 140. Violations of CAL. LAB. CODE §§ 510, 1194, 1194.2, and 1198 for
16 DEFENDANTS’ failure to pay overtime compensation and liquidated damages to PLAINTIFF,
17 and other aggrieved employees;

18 141. Violations of CAL. LAB. CODE §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198
19 and CAL. CODE REGS., TIT. 8, 11050 for DEFENDANTS’ failure to pay minimum wages and
20 liquidated damages to PLAINTIFF, and other aggrieved employees;

21 142. Violations of CAL. LAB. CODE §§ 226.7, 512, and 516, and CAL. CODE REGS., TIT.
22 8, § 11050 for DEFENDANTS’ failure to provide meal periods to PLAINTIFF, and other
23 aggrieved employees;

24 143. Violations of CAL. LAB. CODE §§ 226.7, 512, and 516, and CAL. CODE REGS., TIT.
25 8, § 11050 for DEFENDANTS’ failure to provide rest periods to PLAINTIFF, and other
26 aggrieved employees;

27 144. Violations of CAL. LAB. CODE §§ 226(a), 1174(d), and 1198 for DEFENDANTS’
28 failure to provide accurate itemized wage statements to PLAINTIFF, and other aggrieved

employees and to maintain accurate payroll records for PLAINTIFF and other aggrieved employees;

145. Violations of CAL. LAB. CODE § 1198 and CAL. CODE REGS., TIT. 8, § 11050 for DEFENDANTS' failure to provide adequate seating to PLAINTIFF, and other aggrieved employees;

146. Violations of CAL. LAB. CODE § 351 for DEFENDANTS' failure properly receive and distribute gratuities to PLAINTIFF and other aggrieved employees;

147. Violations of CAL. LAB. CODE § 2810.5 for DEFENDANTS' failure to provide notice of material terms of employment to PLAINTIFF and other aggrieved employees; and,

148. Violations of CAL. LAB. CODE § 203 for DEFENDANTS' failure to timely pay wages to PLAINTIFF, and other aggrieved employees,

149. Therefore, PLAINTIFF, on her own behalf and on behalf of all aggrieved employees, can and hereby does seeks recovery of all civil penalties as prescribed by the CAL. LAB. CODE §§ 2698-2699, the Private Attorneys General Act of 2004, as the representative of the State of California, for the illegal conduct perpetrated on PLAINTIFF, and all aggrieved employees by DEFENDANTS.

PRAYER

WHEREFORE, PLAINTIFF, on her own behalf, and on behalf of the putative Class, prays for judgment against each Defendant, jointly and severally, as follows:

1. ON THE FIRST CAUSE OF ACTION:

- (a) For overtime wage compensation and liquidated damages;
- (b) For an award of interest, including prejudgment interest at the legal rate; and,
- (c) For statutory penalties, interest, costs of suit and attorneys' fees.

2. ON THE SECOND CAUSE OF ACTION:

- (a) For minimum wage compensation and liquidated damages;
- (b) For an award of interest, including prejudgment interest at the legal rate; and,

1 (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

2 **3. ON THE THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, AND EIGHTH**
3 **CAUSES OF ACTION:**

4 (a) For compensatory damages, including lost wages;

5 (b) For an award of interest, including prejudgment interest at the legal
6 rate; and,

7 (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

8 **4. ON THE NINTH CAUSE OF ACTION:**

9 (a) For restitution and disgorgement;

10 (b) For injunctive relief ordering the continuing unfair business acts and
11 practices to cease, or as the Court otherwise deems just and proper;
12 and,

13 (c) For other injunctive relief ordering DEFENDANTS to notify Plaintiff
14 and all aggrieved employees that they have not been paid the proper
15 amounts required in accordance with California law.

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17 **5. ON THE TENTH CAUSE OF ACTION:**

18 (a) That the Court declare, adjudge and decree that DEFENDANTS
19 violated the following CAL. LAB. CODE provisions as to PLAINTIFF
20 and/or other aggrieved employees:

21 1. CAL. LAB. CODE §§ 510, 1194, 1194.2, and 1198 for
22 DEFENDANTS' failure to pay overtime compensation and
23 liquidated damages to PLAINTIFF, and other aggrieved
24 employees;

25 2. CAL. LAB. CODE §§ 1182.12, 1194; 1194.2; 1197; 1197.1; and
26 1198 and CAL. CODE REGS., TIT. 8, § 11050 for
27 DEFENDANTS' failure to pay minimum wages and liquidated
28 damages to PLAINTIFF, and other aggrieved employees;

3. CAL. LAB. CODE §§ 226.7 and 512, 516, and CAL. CODE REGS.,
TIT. 8, § 11050 for DEFENDANTS' failure to provide meal
periods to PLAINTIFF, and other aggrieved employees;
4. CAL. LAB. CODE §§ 226.7 and 512, and CAL. CODE REGS., TIT.
8, § 11050 for DEFENDANTS' failure to provide rest periods
to PLAINTIFF, and other aggrieved employees;
5. CAL. LAB. CODE §§ 226(a), 1174(d), and 1198 for
DEFENDANTS' failure to provide accurate itemized wage
statements to PLAINTIFF, and other aggrieved employees and
to maintain accurate payroll records for PLAINTIFF and other
aggrieved employees;
6. CAL. LAB. CODE § 1198 and CAL. CODE REGS., TIT. 8, § 11050
for DEFENDANTS' failure to provide adequate seating to
PLAINTIFF, and other aggrieved employees;
7. CAL. LAB. CODE § 351 for DEFENDANTS' failure properly
receive and distribute gratuities to PLAINTIFF and other
aggrieved employees;
8. CAL. LAB. CODE § 2810.5 for DEFENDANTS' failure to
provide notice of material terms of employment to PLAINTIFF
and other aggrieved employees; and,
9. CAL. LAB. CODE § 203 for DEFENDANTS' failure to timely
pay wages to PLAINTIFF, and other aggrieved employees,

(b) For civil penalties pursuant to CAL. LAB. CODE §§ 210, 226.3, 256,
558, 1174.5, 1197.1, and/or 2699(a), (f) and (g), for violations of CAL.
LAB. CODE §§ 201, 202, 203, 226, 226.7, 351, 510, 512, 516, 1182.12,
1194, 1194.2, 1197.1, 1198, and 2810.5;

(c) For attorneys' fees and costs pursuant to California Labor Code
section 2699(g)(1), and any and all other relevant statutes, for

Defendant's violations of CAL. LAB. CODE §§ 201, 202, 203, 226,
226.7, 351, 510, 512, 516, 1182.12, 1194, 1194.2, 1197.1, 1198, and
2810.5;

- (d) For pre-judgment and post-judgment interest as provided by law; and
For such other and further relief as the Court may deem equitable and
appropriate.

6. ON ALL CAUSES OF ACTION:

- (a) For reasonable attorneys' fees;
(b) For costs of suit;
(c) For prejudgment interest; and,
(d) For other and further relief their court deems just and proper.

Dated: January 6, 2022

LAW OFFICES OF DAVID R. GREIFINGER

By: 
DAVID R. GREIFINGER
CALVIN A. MARSHALL
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: January 6, 2022

LAW OFFICES OF DAVID R. GREIFINGER

By: 
DAVID R. GREIFINGER
CALVIN A. MARSHALL
Attorneys for Plaintiff