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Assigned for all Purposes
Judge Randall J. Sherman

CX-105

Attorneys for Plaintiff JAMES MARIN,
on behalf of himself and all others similarly situated
and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

JAMES MARIN, on behalf of himself and
all others similarly situated, and on behalf
of the general public,

Plaintiff,

v.

ROCK & BREWS, LLC; BACK STAGE
BUENA, LLC; ROCK & BREWS
FRANCHISING, LLC; ROCK & BREWS
HOLDINGS, LLC; and ROCK & BREWS
HOLDINGS, INC.; and DOES 1-100,

Defendants.

Case No. 30-2022-01241055-CU-OE-CXC

**PLAINTIFF JAMES MARIN'S PAGA
COMPLAINT**

1. Violation of the Private Attorney General Act of 2004 (PAGA) for Failure to Pay Straight, Regular Rate Wages for All Work Performed (Cal. Lab. Code § 2698, et. seq.)
2. Violation of the PAGA for Failure to Pay All Overtime Wages (Cal. Lab. Code § 2698, et. seq.)
3. Violation of PAGA for Failure to Provide Meal Periods (Cal. Lab. Code § 2698, et. seq.)
4. Violation of PAGA for Failure to Provide Rest Periods (Cal. Lab. Code § 2698, et. seq.)
5. Violation of PAGA for Failure to Pay Wages Due at Termination and During Employment (Cal. Lab. Code § 2698, et. seq.)
6. Violation of PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statements (Cal. Lab. Code § 2698, et. seq.)
7. Violation of PAGA for Failure to Pay Employees Two Times Per Month (Cal. Lab. Code § 2698, et. seq.)

DEMAND FOR JURY TRIAL

1 Plaintiff JAMES MARIN (hereinafter “Plaintiff”), on behalf himself and all other similarly aggrieved
2 employees (hereinafter “aggrieved employees”), files this Complaint against Defendants ROCK &
3 BREWS, LLC, BACK STAGE BUENA, LLC, ROCK & BREWS FRANCHISING, LLC, ROCK &
4 BREWS HOLDINGS, LLC, and ROCK & BREWS HOLDINGS, INC. (hereinafter “Defendants”)
5 and/or DOES 1-100.

6 I. INTRODUCTION

- 7 1. This is a representative action seeking recovery of penalties under the California Labor Code
8 Private Attorney General Act of 2004 (PAGA), California Labor Code § 2698 *et. seq.*, against
9 Defendants and/or DOES 1-100. The PAGA permits an “aggrieved employee” to bring a
10 lawsuit on behalf of himself and other current and former employees to address an employer’s
11 violations of the *California Labor Code*.
- 12 2. This action is brought on behalf of Plaintiff and all other aggrieved employees of Defendants
13 and/or DOES who: worked a shift of at least five (5) hours without receiving a meal period;
14 worked four (4) hours, or a major fraction thereof, without receiving a ten (10) minute net rest
15 break; worked qualifying shifts without receiving second meal periods and second and third
16 rest breaks; were not provided accurate itemized wage statements; were not paid all wages
17 owed twice per month; were not paid compensation for all time worked at the straight,
18 overtime, or double time rate; and were not paid waiting time penalties. Plaintiff seeks
19 penalties on behalf of himself and all other aggrieved employees of Defendants and/or DOES
20 as provided herein. This Complaint also seeks attorneys’ fees and costs under the PAGA, Cal.
21 Lab. Code § 2699(g)(1).
- 22 3. At all times mentioned herein, Plaintiff and the other aggrieved employees were not classified
23 as “Exempt” or primarily employed in an executive, professional, or administrative capacity.
24 Thus, under California law, Plaintiff and the aggrieved employees should be: provided meal
25 periods; authorized and permitted to take rest periods; paid one hour of premium pay for all
26 unprovided meal periods; paid one hour of premium pay for all rest periods that were not
27 authorized and/or permitted; paid penalties for not being provided itemized wage statements;
28 paid compensation for all time worked at the regular, overtime or double time rate; paid all

wages owed twice per month; and paid penalties for not being paid timely at the time of termination.

4. At all times mentioned herein, Defendants and/or DOES controlled the working conditions of Plaintiff and the aggrieved employees including, but not limited to, having the authority to hire and fire Plaintiff and the other aggrieved employees, setting the wages of Plaintiff and the other aggrieved employees, and instructing Plaintiff and the other aggrieved employees when and/or where to work. In addition, Defendants and/or DOES developed, wrote, dictated, approved and/or authorized wage and hour policies and/or practices that Plaintiff and the aggrieved employees labored under. These policies and/or practices included, but were not limited to, policies and/or practices regarding meal periods, straight time, overtime, double time, rest periods, wage statements, paying compensation at time of termination, and timing of payment. Further, Defendants and/or DOES had the ability to prevent Plaintiff and the other aggrieved employees from working.

II. JURISDICTION AND VENUE

5. Plaintiff JAMES MARIN is an individual residing in California. Plaintiff was employed by Defendants and/or DOES in California. Plaintiff, and each of the aggrieved employees, were employees of Defendants and/or DOES, and/or its operating divisions and subsidiaries, within the State of California. Plaintiff and each of the aggrieved employees were subject to the unlawful policies beginning one (1) year prior to the date Plaintiff sent Notice to the State of California Labor and Workforce Development Agency (LWDA).
6. Venue as to each Defendants and/or DOE is proper in this judicial district. Each Defendant and/or DOE operates facilities, employs hourly employees, conducts business, and commits *California Labor Code* violations within Orange County and California. Each Defendant and/or DOE is within the jurisdiction of this Court for service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and the other aggrieved employees situated within the State of California and within Orange County. Defendants and/or DOES employ numerous aggrieved employees in California and/or Orange County.
7. Plaintiff brings this action on behalf of himself and the other aggrieved employees of

Defendants and/or DOES pursuant to the PAGA. Plaintiff, as personal representatives of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the one (1) year period before Plaintiff filed Notice with the LWDA of his intent to bring this action, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at least seventy-five (75) percent of the penalties recovered being reimbursed to the State of California and the LWDA.

8. There is no federal question at issue as the issues herein are based solely upon California statutes and law, including the *California Labor Code*, IWC Wage Orders, *Code of Civil Procedure*, and *Civil Code*.

9. The California Superior Court also has jurisdiction in this matter because the penalties sought exceed the minimum jurisdictional limits of the Superior Court and will be established at trial, according to proof. Defendants and/or DOES either own, maintain offices, transact business, have an agent or agents, have their principal place of business in, and/or otherwise are found within the County of Orange, California.

III. THE PARTIES

A. Plaintiff

10. Plaintiff JAMES MARIN, a former employee of Defendants and/or DOES, and similar aggrieved employees were and are entitled to statutory meal periods, statutory rest periods, accurate itemized wage statements, payment of wages owed twice a month, compensation for all time worked at the regular, overtime, and doubletime rate, and to be paid timely pursuant to California law and/or to receive timely wages at the time of termination from Defendants and/or DOES.

11. Plaintiff and similar aggrieved employees were and are employed in the State of California by the Defendants and/or DOES as cable technicians, plumbers, electricians, HVAC technicians, carpenters, or similar job designations and titles, as non-exempt, hourly employees during the relevant time period. Plaintiff was employed in a non-exempt capacity.

12. A notice correspondence showing compliance with *Cal. Lab. Code* § 2699.3 was sent to the

1 LWDA and Defendants on November 3, 2021. This notice demonstrates that Plaintiff is an
2 aggrieved employee and has standing to bring a representative action on behalf of the LWDA
3 and as a private attorney general. No notice of cure by Defendants and/or DOES was provided
4 and no notice of investigation was received from the LWDA in the statutorily proscribed sixty-
5 five (65) day period since the mailing of the notice of the action. Accordingly, Plaintiff files
6 this action as a “Representative Action” as authorized by *Cal. Lab. Code* § 2699.3(a)(2)(C).

7 **B. Defendants**

8 13. Defendants and/or DOES are engaged in the ownership and operation of industrial work sites
9 located within Orange County and throughout California. During the liability period,
10 Defendants and/or DOES employed Plaintiff and similarly situated persons as non-exempt
11 employees within California. On information and belief, each of the Defendants and/or DOES
12 is conducting business in California and engaged in installing and maintaining infrastructure
13 systems for its clients and customers in the State of California.

14 14. Defendants’ and/or DOES’ principal place of business was/is in the State of California.

15 15. Defendants and/or DOES have numerous offices and/or contracts in the State of California.

16 16. California is the nerve center of Defendants’ and/or DOES’ operations.

17 17. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in
18 the conduct alleged, of the Defendants sued as DOES 1 through 100, inclusive, but on
19 information and belief alleges that said Defendants are now, and/or at all times mentioned in
20 this Complaint were doing business in the State of California and/or throughout the United
21 States. Plaintiff is informed and believes that each of the Defendants designated as a DOE is
22 legally responsible in some manner for the unlawful acts alleged. Plaintiff will amend this
23 Complaint to allege the true names and capacities of the DOE Defendants when ascertained.

24 18. Plaintiff is informed and believes each Defendant acted, in whole or in part, in all respects
25 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
26 plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
27 attributable to the other Defendants as each Defendant has ratified, approved, and/or authorized
28 the acts of each of the remaining Defendants.

19. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are partners, agents, owners, and/or shareholders of Defendants and/or DOES and were acting on behalf of Defendants and/or DOES at all times.

IV. GENERAL ALLEGATIONS

20. During all, or a portion, of the one (1) year period before Plaintiff filed Notice of his claims with the LWDA, Plaintiff and each of the aggrieved employees were employed by Defendants and/or DOES in the State of California. Plaintiff and the other aggrieved employees are composed of all non-exempt hourly servers, cooks, line cooks, hostesses, hosts, bartenders, busboys, dishwashers, and/or any similar job designations and titles, and all other similarly situated non-exempt hourly employees of Defendants and/or DOES in the State of California.

21. At all times mentioned herein, Defendants and/or DOES knew and/or should have known that Plaintiff and the aggrieved employees were entitled to be provided legally compliant meal periods in a timely manner or payment of one hour of pay as additional compensation at Plaintiff's and the aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted meal period.

22. By failing to provide a duty-free meal period of not less than thirty (30) minutes for every shift of at least five (5) hours worked per day by Plaintiff and all aggrieved employees, and by failing to provide compensation for these unprovided meal periods, Defendants and/or DOES willfully violated the provisions of *Cal. Lab. Code* § 226.7, IWC Wage Order No. 4-2001, and California Code of Regulations, Section 11070(11). In addition, Defendants and/or DOES failed to provide Plaintiff and the other aggrieved employees another duty-free meal period of not less than thirty (30) minutes for every shift of more than ten (10) hours per day.

23. At all times mentioned herein, Defendants and/or DOES knew and/or should have known that Plaintiff and the aggrieved employees were entitled to be authorized and/or permitted to take legally compliant rest periods in a timely manner or payment of one hour of pay as additional compensation at Plaintiff's and the aggrieved employees' regular rate of pay when they were not authorized and/or permitted to take a legally compliant rest period.

24. By failing to provide paid ten (10) minute rest periods for every four (4) hours or major fraction

thereof, worked per day by Plaintiff and all aggrieved employees and by failing to provide compensation for these periods, Defendants and/or DOES willfully violated the provisions of *Cal. Lab. Code* § 226.7, IWC Wage Order No. 4-2001, and California Code of Regulations, Section 11070(12).

25. At all times mentioned herein, Defendants and/or DOES failed to pay all wages owed to Plaintiff and to other terminated or resigned members of the aggrieved employees and failed to timely pay wages during employment.

26. At all times mentioned herein, Defendants and/or DOES failed to pay Plaintiff and the aggrieved employees all wages earned twice per month.

27. At all times mentioned herein, Defendants and/or DOES knew and/or should have known that Plaintiff and the aggrieved employees were entitled to receive complete and accurate pay statements in accordance with California law.

28. At all times mentioned herein, Defendants and/or DOES knew and/or should have known that they were not providing complete and accurate pay statements in accordance with California law to Plaintiff and the aggrieved employees.

29. At all times mentioned herein, Defendants and/or DOES knew and/or should have known that they had a duty to compensate Plaintiff and the other aggrieved employees in accordance with California law, and that Defendants and DOES had the ability to pay such compensation, but willfully and intentionally failed to do so, and Defendants and DOES falsely represented to Plaintiff and the other aggrieved employees that they were properly compensating Plaintiff and the other aggrieved employees.

30. At all times mentioned herein, Defendants and/or DOES knew and/or should have known that Plaintiff and the other aggrieved employees were entitled to timely wages at the time of termination. Defendants and/or DOES did not pay all timely wages owed, straight-time wages owed, meal period premiums, and/or rest period premiums owed at the time of termination.

31. At all times mentioned herein, Defendants and/or DOES failed to pay Plaintiff and the other aggrieved employees a sum certain at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter.

32. Plaintiff brings this action on behalf of himself and all other aggrieved employees defined as all non-exempt hourly servers, cooks, line cooks, hostesses, hosts, bartenders, busboys, dishwashers, and/or any similar job designations and titles, and all other similarly situated non-exempt hourly employees of Defendants and/or DOES in California, employed beginning one year prior to the date Plaintiff sent Notice to the LWDA.

33. Plaintiff reserves the right to amend or modify the definition of aggrieved employees with respect to the issues or in any other way.

FIRST CAUSE OF ACTION AGAINST DEFENDANTS AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Pay Straight, Regular Rate Wages for All Work Performed (Cal. Lab. Code §2698 et. seq.).

34. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

35. It is fundamental that an employer must pay its employees for the time worked. Cal. Lab. Code § 222 prohibits the withholding on part of a wage. Cal. Lab. Code § 223 prohibits the pay of less than a statutory or contractual wage scale. Cal. Lab. Code §§ 1194-1197.1 prohibits the payment of less than the minimum wage. Cal. Lab. Code § 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly authorized in writing by the employee for specified purposes that do not in effect reduce the agreed upon wage.

36. Section 1197.1 of the California Labor Code states “[a]ny employer or other person acting individually as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties pursuant to Section 203.”

37. Defendants and/or DOES have a continuous policy of not compensating Plaintiff and the aggrieved employees for all hours worked. Defendants and/or DOES have not paid Plaintiff and the aggrieved employees for the time Plaintiff and the aggrieved employees worked throughout the day, including but not limited to, time before shifts start, after shifts end, and/or

any other time in the day when the employees were performing work tasks, subject to the control of Defendants and/or DOES and/or otherwise had work duties.

38. Additionally, Defendants and/or DOES have a continuous policy of not paying Plaintiff and the aggrieved employees for all hours worked in that Defendants and/or DOES require Plaintiff and the aggrieved employees to clock out for a thirty (30) minute meal period and/or otherwise records a meal period, even though Plaintiff and the aggrieved employees have to perform work duties during their meal periods, are not relieved of all duties during meal periods, are not able to leave the work location during meal periods, and/or are unable to take meal periods wherever they wanted.

39. Likewise, Plaintiff and the aggrieved employees are informed and believe and thereon allege that Defendants and/or DOES breached the legal duty to pay full wages to Plaintiff and the aggrieved employees by failing to pay for wages earned by Plaintiff and similarly aggrieved employees when they work through their meal periods, are not relieved of all work duties during their meal periods, an/or when Defendants and/or DOES required Plaintiff and the aggrieved employees to record a meal period when no meal period was taken. Specifically, Plaintiff and the aggrieved employees worked through their meal periods to satisfy their demanding work duties imposed by Defendants and/or DOES, thereby denying them the right to be completely free from employer control under California law.

40. Defendants and/or DOES also encouraged Plaintiff and the aggrieved employees to finish assigned work, even if Plaintiff and/or the aggrieved employee was off-the-clock.

41. Plaintiff and the aggrieved employees were employed by Defendants and/or DOES at all relevant times. Defendants and/or DOES were required to compensate Plaintiff for all hours worked and were prohibited from making deductions that had the effect of reducing the agreed upon wage.

42. Plaintiff and the aggrieved employees were entitled to be paid the minimum wage for all time worked. By failing to pay for all work performed, Defendants' and/or DOES's compensation to Plaintiff and the aggrieved employees fell below the applicable minimum wage.

43. Defendants and/or DOES committed the acts alleged herein knowingly and willfully, with the

wrongful and deliberate intention of injuring Plaintiff and the aggrieved employees. Defendants and/or DOES acted with malice or in conscious disregard of Plaintiff's and the aggrieved employees' rights.

44. Plaintiff and the aggrieved employees have suffered, and continue to suffer, substantial unpaid wages, and lost interest on such wages, and expenses.

45. These claims are on behalf of Plaintiff and all non-exempt hourly servers, cooks, line cooks, hostesses, hosts, bartenders, busboys, dishwashers, and similar job designations, and all similarly situated non-exempt aggrieved employees who are presently or formerly employed by Defendants and/or DOES and/or its subsidiaries or affiliated companies and/or predecessors within the State of California.

46. Plaintiff, as a former non-exempt employee of Defendants and/or DOES who Defendants and/or DOES failed to pay all wages, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as representatives of the general public to enforce California's labor laws, and the penalty provisions identified in *Cal. Lab. Code* § 2699.5.

47. Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement (DLSE). This includes each of the following, as set forth in *Cal. Lab. Code* § 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 510, 1194, 1197, and 1199.

48. Pursuant to *Cal. Lab. Code* § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per *Cal. Lab. Code* § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per *Cal. Lab. Code* § 2699(f)(2).

49. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved employees, seeks penalties pursuant to *Cal. Lab. Code* § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare

Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to Cal. Lab. Code § 558(a).

SECOND CAUSE OF ACTION AGAINST DEFENDANTS AND/DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Pay All Overtime and Double time Wages Owed

50. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

51. Cal. Lab. Code § 510 states that eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.

52. Cal. Lab. Code § 510 dictates that any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

53. Defendants and/or DOES failed to pay overtime when employees worked over eight (8) hours per day and when employees worked over 40 hours per week. Plaintiff and the aggrieved employees frequently worked over 8 hours per day or over 40 hours per week.

54. Defendants and/or DOES have a continuous policy of not compensating Plaintiff and the aggrieved employees for all hours worked. Defendants and/or DOES have not paid Plaintiff and the aggrieved employees for the time Plaintiff and the aggrieved employees worked throughout the day, including but not limited to, time before shifts start, after shifts end, and/or any other time in the day when the employees were performing work tasks, subject to the control of Defendants and/or DOES and/or otherwise had work duties. Plaintiff and the aggrieved employees frequently work over eight daily and forty weekly hours, and, therefore, this compensable time is owed at the overtime rates of Plaintiff and the aggrieved employees.

55. Additionally, Defendants and/or DOES have a continuous policy of not paying Plaintiff and

1 the aggrieved employees for all hours worked in that Defendants and/or DOES require Plaintiff
2 and the aggrieved employees to clock out for a thirty (30) minute meal period and/or otherwise
3 records a meal period, even though Plaintiff and the aggrieved employees have to perform
4 work duties during their meal periods, are not relieved of all duties during meal periods, are
5 not able to leave the work location during meal periods, and/or are unable to take meal periods
6 wherever they wanted. Plaintiff and the aggrieved employees frequently work over eight daily
7 and forty weekly hours, and, therefore, this compensable time is owed at the overtime rates of
8 Plaintiff and the aggrieved employees.

9 56. Likewise, Plaintiff and the aggrieved employees are informed and believe and thereon allege
10 that Defendants and/or DOES breached the legal duty to pay full wages to Plaintiff and the
11 aggrieved employees by failing to pay for wages earned by Plaintiff and similarly aggrieved
12 employees when they work through their meal periods, are not relieved of all work duties
13 during their meal periods, an/or when Defendants and/or DOES required Plaintiff and the
14 aggrieved employees to record a meal period when no meal period was taken. Specifically,
15 Plaintiff and the aggrieved employees worked through their meal periods to satisfy their
16 demanding work duties imposed by Defendants and/or DOES, thereby denying them the right
17 to be completely free from employer control under California law. Plaintiff and the aggrieved
18 employees frequently work over eight daily and forty weekly hours, and, therefore, this
19 compensable time is owed at the overtime rates of Plaintiff and the aggrieved employees.

20 57. Defendants and/or DOES also encouraged Plaintiff and the aggrieved employees to finish
21 assigned work, even if Plaintiff and/or the aggrieved employee was off-the-clock. Plaintiff and
22 the aggrieved employees frequently work over eight daily and forty weekly hours, and,
23 therefore, this compensable time is owed at the overtime rates of Plaintiff and the aggrieved
24 employees.

25 58. Plaintiff and the aggrieved employees have suffered, and continue to suffer, substantial unpaid
26 wages, and lost interest on such wages, and expenses.

27 59. These claims are on behalf of Plaintiff and all non-exempt hourly servers, cooks, line cooks,
28 hostesses, hosts, bartenders, busboys, dishwashers, and similar job designations, and all

1 similarly situated non-exempt aggrieved employees who are presently or formerly employed
2 by Defendants and/or DOES and/or its subsidiaries or affiliated companies and/or predecessors
3 within the State of California.

4 60. Plaintiff, as a representative of the people of the State of California, will seek any and all
5 penalties otherwise capable of being collected by the Labor commission and/or the Department
6 of Labor Standards Enforcement (DLSE) for violations of Cal. Lab. Code § 510.

7 61. Plaintiff, as a representative of the people of the State of California, will seek all penalties
8 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
9 each of the following, as set forth in Cal. Lab. Code § 2699.5, which provides that Section
10 2699.3(a) applies to any alleged violation of the following provisions: sections 226.7, and 512.

11 62. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself
12 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred
13 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal.
14 Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per
15 pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

16 63. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved
17 employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this
18 chapter or any provisions regulating hours and days of the week of the Industrial Welfare
19 Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages
20 pursuant to Cal. Lab. Code § 558(a).

21 **THIRD CAUSE OF ACTION AGAINST DEFENDANTS AND/DOES: Violation of the Private**
22 **Attorneys General Act of 2004 (PAGA) for Failure to Provide Meal Periods (Cal. Lab. Code**
23 **§2698 et. seq.).**

24 64. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
25 as if fully plead.

26 65. Under Cal. Lab. Code § 512, and IWC Wage Order 4-2001, no employer shall employ any
27 person for a work period of more than five (5) hours without providing a meal period of not
28 less than thirty (30) minutes. During this meal period of not less than thirty (30) minutes, the

employee is to be completely free of the employer's control and must not perform any work for the employer. If the employee does perform work for the employer during the thirty (30) minute meal period, the employee has not been provided a meal period in accordance with the law. Also, the employee is to be compensated for any work performed during the thirty (30) minute meal period.

66. In addition, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with another meal period of not less than thirty (30) minutes.

67. Under Cal. Lab. Code § 226.7, if the employer does not provide an employee a meal period in accordance with the above requirements, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

68. Defendants and/or DOES breached the legal duty to provide meal periods to employees by imposing a continuous and consistent policy requiring Plaintiff and the aggrieved employees to work through their meal periods to satisfy the demanding workload duties imposed by Defendants and/or DOES, thereby denying Plaintiff and the aggrieved employees of the right to be completely free from employer control under California law. Defendants and/or DOES failed to seek employee's consent to waive meal periods for shifts lasting not more than (6) hours.

69. Further, Defendants and/or DOES did not allow Plaintiff and the aggrieved employees to freely leave the work location during meal periods. Alternatively, Plaintiff and the aggrieved employees were not free of all work duties and/or employer control during meal periods. During meal periods, Plaintiff and the aggrieved employees had to remain available for any questions that may arise regarding the aggrieved employee's designated areas, or the customers and food orders therein. Although Defendants and/or DOES have paid some meal period premiums, Defendants and/or DOES have not paid meal period premiums for all shifts in which these violations occurred.

70. Additionally, Defendants and/or DOES instituted a consistent policy/practice of not providing

second meal periods to Plaintiff and the aggrieved employees and/or providing compensation in lieu thereof.

71. By failing to provide statutory first and/or second meal periods, and by failing to provide compensation for unprovided meal periods, as alleged above, Defendants and/or DOES willfully violated the provisions of the Cal. Lab. Code §§ 226.7 and 512.

72. These claims are on behalf of Plaintiff and all non-exempt hourly servers, cooks, line cooks, hostesses, hosts, bartenders, busboys, dishwashers, and similar job designations, and all similarly situated non-exempt aggrieved employees who are presently or formerly employed by Defendants and/or DOES and/or its subsidiaries or affiliated companies and/or predecessors within the State of California.

73. Plaintiff, as a non-exempt employee who unlawfully was deprived of first and second meal periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *Cal. Lab. Code* § 2699.5.

74. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *Cal. Lab. Code* § 2699.5, which provides that Section 2699.3(a) applies to any alleged violation of the following provisions: sections 226.7, and 512.

75. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal. Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

76. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to Cal. Lab. Code § 558(a).

FOURTH CAUSE OF ACTION AGAINST DEFENDANTS AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Provide Rest Periods (Cal. Lab. Code §2698 et. seq.).

77. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

78. Industrial Welfare Commission Order No. 4-2001 section 12(A) states “[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 week period. The authorized 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.”

79. At all times mentioned herein, Defendants and/or DOES failed to authorize and/or permit rest period time based upon the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

80. Defendants and/or DOES have had a consistent policy and/or practice of not providing paid rest periods to Plaintiff and the aggrieved employees and/or providing compensation in lieu thereof. Specifically, Plaintiff and the aggrieved employees are required to work shifts over three and a half (3.5) hours, six (6) hours, and ten (10) but never received first, second, or third rest breaks.

81. Furthermore, Defendants and/or DOES breached the legal duty to provide rest periods to employees by imposing a continuous and consistent policy of requiring Plaintiff and the aggrieved employees to work through and stay on premises during their rest periods to satisfy the demanding workload duties imposed by Defendants and/or DOES, thereby denying Plaintiff and the aggrieved employees of the right to be completely free from employer control under California law. Additionally, Plaintiff and the aggrieved employees were not free of all work duties and/or employer control during rest periods.

82. By failing to provide rest periods for every four (4) hours or major fraction thereof worked per day by non-exempt employees, and by failing to provide compensation for these unprovided periods, as alleged above, Defendants and/or DOES willfully violated the provisions of Cal.

1 Lab. Code § 226.7.

2 83. These claims are on behalf of Plaintiff and all non-exempt hourly servers, cooks, line cooks,
3 hostesses, hosts, bartenders, busboys, dishwashers, and similar job designations, and all
4 similarly situated non-exempt aggrieved employees who are presently or formerly employed
5 by Defendants and/or DOES and/or its subsidiaries or affiliated companies and/or predecessors
6 within the State of California.

7 84. Plaintiff—a non-exempt employee who was unlawfully deprived of paid ten (10) minute rest
8 periods—is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
9 has satisfied all prerequisites to serve as a representative of the general public to enforce
10 California’s labor laws, and the penalty provisions identified in Cal. Lab. Code § 2699.5 for
11 violations of Cal. Lab. Code § 226.7.

12 85. Plaintiff, as a representative of the people of the State of California, will seek all penalties
13 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
14 each of the following, as set forth in *Cal. Lab. Code* § 2699.5, which provides that section
15 2699.3(a) applies to any alleged violation of the following provisions: section 226.7.

16 86. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself
17 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred
18 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal.
19 Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per
20 pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

21 87. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved
22 employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this
23 chapter or any provisions regulating hours and days of the week of the Industrial Welfare
24 Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages
25 pursuant to Cal. Lab. Code § 558(a).

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FIFTH CAUSE OF ACTION AGAINST DEFENDANTS AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Pay Wages Due at Termination and During Employment (Cal. Lab. Code §2698 et. seq.).

88. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

89. Defendants and/or DOES and/or their officers and/or managing agents willfully failed to pay, in a timely manner, wages owed to Plaintiff and the other aggrieved employees who left Defendants' and/or DOES' employ or who were terminated.

90. Plaintiff and/or the other aggrieved employees who ended their employment with Defendants and/or DOES during the last year were entitled to be promptly paid all lawful compensation, and other premiums, as required by Cal. Lab. Code §§ 201 through 203.

91. At all relevant times, Cal. Lab. Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable no later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

92. During the relevant time period, Defendants and/or DOES intentionally and willfully failed to pay Plaintiff and the other aggrieved employees who are no longer employed by Defendants and/or DOES their wages, that were earned and unpaid, within seventy-two (72) hours of their leaving Defendants' and/or DOES' employ.

93. Defendants' and/or DOES' failure to pay Plaintiff and the aggrieved employees who are no longer employed by Defendants and/or DOES their wages, that were earned and unpaid, within seventy-two (72) hours of their leaving Defendants' and/or DOES' employ, is in violation of Cal. Lab. Code §§ 201 and 202.

94. Cal. Lab. Code § 203 provides that when an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until action is commenced; but the

1 wages shall not continue for more than thirty (30) days.

2 95. Plaintiff, as a non-exempt employee who Defendants and/or DOES failed to pay all wages due
3 at termination, is an aggrieved employee with standing to bring an action under the
4 PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to
5 enforce California's labor laws, and the penalty provisions identified in Cal. Lab. Code §
6 2699.5.

7 96. Plaintiff, as a representative of the people of the State of California, seeks all penalties
8 otherwise capable of being collected by the Labor Commission and/or the Department of Labor
9 Standards Enforcement ("DLSE"). This includes each of the following, as set forth in Cal. Lab.
10 Code § 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the
11 following provisions: sections 201 through 203.

12 97. These claims are on behalf of Plaintiff and all non-exempt hourly servers, cooks, line cooks,
13 hostesses, hosts, bartenders, busboys, dishwashers, and similar job designations, and all
14 similarly situated non-exempt aggrieved employees who are presently or formerly employed
15 by Defendants and/or DOES and/or its subsidiaries or affiliated companies and/or predecessors
16 within the State of California.

17 98. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself
18 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred
19 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal.
20 Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per
21 pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

22 99. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved
23 employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this
24 chapter or any provisions regulating hours and days of the week of the Industrial Welfare
25 Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages
26 pursuant to Cal. Lab. Code § 558(a).

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1 **SIXTH CAUSE OF ACTION AGAINST DEFENDANTS AND/OR DOES: Violation of the**
2 **Private Attorneys General Act of 2004 (PAGA) for Knowing and Intentional Failure to Comply**
3 **with Itemized Employee Wage Statement Provisions (Cal. Lab. Code § 2698 *et. seq.*).**

4 100. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
5 as if fully plead.

6 101. Cal. Lab. Code § 226 subdivision (a) requires Defendants and/or DOES to itemize in wage
7 statements all deductions from payment of wages and to accurately report total hours worked
8 by Plaintiff and the other aggrieved employees. Cal. Lab. Code § 226(a) requires Defendant
9 and/or DOES, at the time of each payment of wages, to “furnish each of her or her employees,
10 either as an detachable part of the check, draft, or voucher paying the employee’s wages, or
11 separately when wages are paid by personal check or cash, an accurate itemized statement in
12 writing showing (1) gross wages earned, (2) total hours worked by the employee...(3) the
13 number of piece-rate units earned and any applicable piece rate if the employee is paid on a
14 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
15 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive
16 dates of the period for which the employee is paid, (7) the name of the employee and only the
17 last four digits of his or her social security number or an employee identification number other
18 than the social security number, (8) the name and address of the legal entity that is the
19 employer...(9) all applicable hourly rates in effect during the pay period and the corresponding
20 number of hours worked at each hourly rate and the corresponding number of hours worked at
21 each hourly rate by the employee....”

22 102. Cal. Lab. Code § 226, subdivision (a) also requires that “deductions made from payment of
23 wages shall be recorded in ink or other indelible form, properly dates, showing the month, day
24 and year, and a copy of the statement and the record of the deductions shall be kept on file by
25 the employer for at least three years at the place of employment or at a central location within
26 the State of California.”

27 103. During the relevant time period, Defendant and/or DOES intentionally and willfully failed to
28 provide Plaintiff and the aggrieved employees with wage statements at the time of each

1 payment.

2 104. Even if the wage statements were provided adequately, Defendants and/or DOES have
3 knowingly and intentionally failed to comply with Cal. Lab. Code § 226(a) on each and every
4 wage statement provided to Plaintiff and the other aggrieved employees.

5 105. Defendants and/or DOES knowingly and intentionally did not include the gross wages earned
6 on wage statements. Defendants and/or DOES therefore knowingly and intentionally failed to
7 itemize the gross wages earned on Plaintiff's and the aggrieved employees' wage statements.

8 106. In every pay period during the period of the relevant statute of limitations, Defendants and/or
9 DOES knowingly and intentionally did not itemize the total hours worked on wage statements
10 as *Labor Code* section 226, subsection (a), requires. In every pay period during the period of
11 the relevant statute of limitations, Defendants and/or DOES knowingly and intentionally did
12 not include the total hours worked on wage statements. Defendants and/or DOES therefore
13 knowingly and intentionally failed to itemize the total hours worked on Plaintiff's and the
14 aggrieved employees' wage statements.

15 107. Defendants and/or DOES had a uniform policy of deducting thirty (30) minutes each workday
16 from Plaintiff's and the aggrieved employees' wages for meal periods, despite the fact that
17 Plaintiff and the aggrieved employees were working during and throughout the time period of
18 the deduction without being offered and authorized to use their meal periods. Defendants
19 and/or DOES violated the Labor Code section 226, subdivision (a) requirement of itemizing
20 all deductions from wages. As Defendants and/or DOES knew or had reason to know that
21 Plaintiff and the aggrieved employees were working during meal periods, Defendants and/or
22 DOES knowingly and intentionally failed to comply with Labor Code Section 226, subdivision
23 (a).

24 108. Throughout the statutory period, because of the knowing and intentional failure by Defendants
25 and/or DOES to comply with itemized employee wage statement provisions, Plaintiff and the
26 aggrieved employees have been able to reconstruct only a reasonable estimate of the hours
27 worked and have, therefore, not received full compensation.

28 109. These claims are on behalf of Plaintiff and all non-exempt hourly servers, cooks, line cooks,

1 hostesses, hosts, bartenders, busboys, dishwashers, and similar job designations, and all
2 similarly situated non-exempt aggrieved employees who are presently or formerly employed
3 by Defendants and/or DOES and/or its subsidiaries or affiliated companies and/or predecessors
4 within the State of California.

5 110. Plaintiff, as a non-exempt employee who Defendants and/or DOES failed to provide accurate
6 and itemized wage statements, is an aggrieved employee with standing to bring an action under
7 the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public
8 to enforce California's labor laws, and the penalty provisions identified in Cal. Lab. Code §
9 2699.5.

10 111. Plaintiff, as a representative of the people of the State of California, will seek all penalties
11 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
12 each of the following, as set forth in Cal. Lab. Code § 2699.5, which provides that section
13 2699.3(a) applies to any alleged violation of the following provisions: sections 226, 1174,
14 1199.

15 112. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself
16 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred
17 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal.
18 Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per
19 pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

20 113. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved
21 employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this
22 chapter or any provisions regulating hours and days of the week of the Industrial Welfare
23 Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages
24 pursuant to Cal. Lab. Code § 558(a).

25 **SEVENTH CAUSE OF ACTION AGAINST DEFENDANTS AND/OR DOES: Violation of the**
26 **Private Attorneys General Act of 2004 (PAGA) for Failing to Pay Employees Twice Per Month**
27 **(Cal. Lab. Code § 2698 *et. seq.*).**

28 114. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein

1 as if fully plead.

2 115. Section 204(a) of the *California Labor Code* requires that all wages earned by any person in
3 any employment are due and payable twice during each calendar month, on days designated in
4 advance by the employer as the regular paydays.

5 116. *Cal. Lab. Code* § 226 subdivision (a) provides “[a]ll wages . . . earned by any person in any
6 employment are due and payable twice during each calendar month, on days designated in
7 advance by the employer as the regular paydays. Labor performed between the 1st and 15th
8 days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the
9 month during which the labor was performed, and labor performed between the 16th and the
10 last day, inclusive, of any calendar month shall be paid for between the 1st and 10th day of the
11 following month.”

12 117. Defendants and/or DOES have a consistent policy and/or practice of failing to pay Plaintiff
13 and the aggrieved employees twice per month. By failing to pay employees twice per month,
14 Defendants and/or DOES willfully violated the provisions of *Cal. Lab. Code* § 204(a).

15 118. During the relevant time period, Defendants and/or DOES intentionally and willfully failed to
16 pay Plaintiff and the aggrieved employees their wages, that were earned and unpaid, twice
17 during each calendar month.

18 119. Alternatively, Defendants and/or DOES failed to pay wages to Plaintiff and the aggrieved
19 employees earned within seven (7) calendar days of the end of the payroll period in which the
20 wages were earned.

21 120. Defendants and/or DOES failure to pay Plaintiff and the aggrieved employees their wages, that
22 were earned and unpaid, twice during each calendar month, is in violation of *Cal. Lab. Code* §
23 204.

24 121. These claims are on behalf of Plaintiff and all non-exempt hourly servers, cooks, line cooks,
25 hostesses, hosts, bartenders, busboys, dishwashers, and similar job designations, and all
26 similarly situated non-exempt aggrieved employees who are presently or formerly employed
27 by Defendants and/or DOES and/or its subsidiaries or affiliated companies and/or predecessors
28 within the State of California.

1 122. Plaintiff, as a non-exempt employee who Defendants and/or DOES failed pay all wages owed
2 twice per month, is an aggrieved employee with standing to bring an action under the PAGA.
3 Plaintiff has satisfied all prerequisites to serve as a representative of the general public to
4 enforce California's labor laws, and the penalty provisions identified in Cal. Lab. Code §
5 2699.5 for violations of Cal. Lab. Code § 204.

6 123. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself
7 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred
8 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal.
9 Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per
10 pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

11 124. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved
12 employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this
13 chapter or any provisions regulating hours and days of the week of the Industrial Welfare
14 Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages
15 pursuant to Cal. Lab. Code § 558(a).

16 **V. PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, prays
18 for relief and judgment against Defendants and/or DOES, jointly and severally, as follows:

- 19 A. For penalties as provided under Cal. Lab. Code § 558(a)(1) and 558(a)(2).
20 B. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.* for
21 failure to provide compliant meal periods;
22 C. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
23 for each pay period during which an employee was underpaid due to failure to provide paid
24 meal periods;
25 D. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
26 for failure to provide all rest periods;
27 E. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
28 for each pay period during which an employee was underpaid due to failure to provide paid

- 1 rest periods;
- 2 F. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
- 3 for failure to timely pay wages at separation;
- 4 G. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
- 5 for failure to provide compensation at the regular, overtime, and double time rate for all time
- 6 worked;
- 7 H. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
- 8 for failure to provide compensation at the minimum wage;
- 9 I. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
- 10 for failure to provide accurate, itemized wage statements;
- 11 J. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
- 12 for failure to pay employees all wages owed twice per month;
- 13 K. For reasonable attorneys' fees and costs under the PAGA, Cal. Lab. Code § 2699(g)(1).

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff demands a jury trial.

16 **MARA LAW FIRM, PC**

17

18 Date: January 14, 2022

Signed: 

19 David Mara, Esq.
20 Matthew Crawford, Esq.
21 Attorneys for Plaintiff JAMES MARIN, on
22 behalf of himself and all others similarly
23 situated, and on behalf of the general public
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