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Clerk of Court

Superior Court of CA,

County of Santa Clara

22CV408212

Reviewed By: B. Roman-Antunez

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

MARIA PEREZ,

Plaintiff,

vs.

CAMBRIAN PLAZA ROUND TABLE,
LP; ED CAROPEPE; and DOES 1 to 25,
inclusive,

Defendants.

) CASE NO.: 22CV408212

) **COMPLAINT FOR DAMAGES FOR:**

) **1) FAILURE TO COMPENSATE FOR**
) **ALL HOURS WORKED;**

) **2) FAILURE TO PAY MINIMUM**
) **WAGES;**

) **3) FAILURE TO PAY OVERTIME;**

) **4) FAILURE TO PROVIDE**
) **ACCURATE ITEMIZED WAGE**
) **STATEMENTS;**

) **5) FAILURE TO PAY WAGES WHEN**
) **EMPLOYMENT ENDS;**

) **6) FAILURE TO PAY WAGES OWED**
) **EVERY PAY PERIOD;**

) **7) FAILURE TO GIVE REST BREAKS;**

) **8) FAILURE TO GIVE MEAL BREAKS**

) **9) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA");**

) **10) VIOLATION OF CALIFORNIA**
) **BUSINESS AND PROFESSIONS**
) **CODE SECTION 17200.**

) **DEMAND FOR JURY TRIAL**

COMES NOW Plaintiff, MARIA PEREZ (hereinafter “Plaintiff”), and alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the County of Santa Clara in this judicial district because Defendants CAMBRIAN PLAZA ROUND TABLE, LP, ED CAROPEPE, and DOES 1 to 25, inclusive, do business in the County of Santa Clara and because Defendants’ obligations and liabilities arise therein, and because the work that was performed by Plaintiff in the County of Santa Clara is the subject of this action. Moreover, Plaintiff’s damages sought herein exceed \$25,000.

2. Plaintiff is a female resident of the County of Santa Clara, State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant CAMBRIAN PLAZA ROUND TABLE, LP is and was a California limited partnership, doing business in Santa Clara County, California, and which employed Plaintiff.

4. Plaintiff is informed and believes and thereon alleges that Defendant ED CAROPEPE is a natural person and citizen of California and an owner, director, officer, and/or managing agent of Defendant CAMBRIAN PLAZA ROUND TABLE, LP. Plaintiff is informed and believes, and thereon alleges that ED CAROPEPE managed, was directly involved in the day-to-day operations of CAMBRIAN PLAZA ROUND TABLE, LP and personally controlled the hours, wages, and/or working conditions of the employees, including Plaintiff. CAMBRIAN PLAZA ROUND TABLE, LP and ED CAROPEPE are hereinafter collectively referred to as “Defendants” or “CAMBRIAN PIZZA.”

5. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues them by these fictitious names. Plaintiff is informed and believes that each of the DOE defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible for the conduct alleged herein. Upon discovering the true names and capacities of these fictitiously named defendants, Plaintiff will amend this complaint to show the true names and capacities of these fictitiously named defendants.

6. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of that information and belief, alleges that at all times herein mentioned, each of the remaining

codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and under the authority of their agency, employment, or representative capacity, with the consent of his/her codefendants.

GENERAL ALLEGATIONS

7. Plaintiff started working for CAMBRIAN PLAZA on or around April 25, 2019. Plaintiff's employment ended on or around April 9, 2022. During her employment tenure, Plaintiff was classified as an hourly, non-exempt employee and earned \$16.50 per hour. Plaintiff was a kitchen cook.

8. It is Plaintiff's position that CAMBRIAN PLAZA has violated numerous Labor Code Sections against Plaintiff and other similarly situated aggrieved employees.

9. CAMBRIAN PLAZA did not provide Plaintiff and other aggrieved employees with compensation for all hours worked and did not pay Plaintiff and others the minimum wages to which they were entitled for work performed pursuant to California Labor Code sections 1194, 1197 and 1197.1. This is so because CAMBRIAN PLAZA had a policy of rounding down the hours worked by Plaintiff and other aggrieved employees which translated to Plaintiff and others not being paid for all hours worked, including minimum wages. In addition, and to the extent that Plaintiff would work through her meal periods, she was not compensated for that time, which is akin to a minimum wage violation.

10. Due to the above "off the clock" hours, CAMBRIAN PLAZA also violated Labor Code §510 because it failed to pay Plaintiff and other aggrieved employees any overtime even though they worked more than 8 hours per day and/or 40 hours per week throughout their employment. Plaintiff's and other aggrieved employees' actual work hours entitled them to overtime compensation, however, CAMBRIAN PLAZA did not compensate its hourly, non-exempt employees with overtime compensation.

11. CAMBRIAN PLAZA also violated Labor Code § 226.7 and the appropriate Industrial Welfare Commission Wage Order no. 5 because it failed to provide Plaintiff and others with 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. CAMBRIAN PLAZA did not completely relieve Plaintiff and others of all duty during said rest periods. CAMBRIAN PLAZA did not pay to Plaintiff and others one additional

1 hour of pay at Plaintiff's regular rate of compensation for each workday that one or more
2 statutory rest periods was not provided. It was not part of the company policy for employees
3 such as Plaintiff and others to take uninterrupted rest breaks every 4 hours worked. As such, the
4 culture at CAMBRIAN PLAZA did not lend itself to the employees receiving statutory rest
5 breaks wherein they were relieved of all work duties. The latter was due to times wherein the
6 restaurant would be too busy and due to no one being able to relieve Plaintiff and others of their
7 job duties, the employees would not be able to take rest periods per California law. As such, the
8 environment at CAMBRIAN PLAZA was not conducive to receiving statutory rest breaks under
9 California law and timely, statutory rest breaks were not authorized or enforced.

10 12. CAMBRIAN PLAZA violated Labor Code §§ 512 and 226.7 along with Industrial
11 Welfare Commission Wage Order no. 5 because it failed to provide hourly, non-exempt
12 employees, including Plaintiff and others, the requisite 30-minute, uninterrupted meal periods
13 for every five (5) hours of work throughout their employment. CAMBRIAN PLAZA did not
14 completely relieve employees of all duty during said meal periods. CAMBRIAN PLAZA did
15 not pay to Plaintiff and its hourly, non-exempt employees one additional hour of pay at their
16 regular rate of compensation for each workday that one or more statutory meal periods was not
17 provided. Like the rest breaks, receiving a timely, uninterrupted thirty-minute meal break was
18 not part of the company culture and was not enforced by CAMBRIAN PLAZA, especially due
19 to the understaffing and lack of employees to relieve Plaintiff of her job duties. In fact, Plaintiff
20 never received a timely, uninterrupted meal break before the 5th hour worked throughout her
21 employment tenure. Meal breaks simply were not taken and this was company policy. As such,
22 it was the normal practice and custom of CAMBRIAN PLAZA not to authorize, permit, and
23 enforce timely, uninterrupted statutory meal periods. In fact, one look at Plaintiff's time clock
24 slips would show that Plaintiff consistently worked shifts of over 5 hours without clocking out
25 for a meal break. This is a clear violation of California law.

26 13. Furthermore, during the relevant time period, and due to the labor code violations cited
27 above, CAMBRIAN PLAZA failed to pay Plaintiff and others all wages due to them within any
28 time period specified by California Labor Code section 204. CAMBRIAN PLAZA was also in
violation of California Labor Code section 226(a), by failing to include pertinent information on

1 the wage statements, including but not limited to, the full and correct name of the legal employer
2 along with the employer's address, all hours worked (including "off the clock" hours and
3 overtime), all applicable hourly rates, gross wages earned, net wages earned, the correct start and
4 end time of the pay period, all deductions, the employee's identifying information, and premium
5 pay for the missed meal and rest breaks. As such, CAMBRIAN PLAZA did not provide Plaintiff
6 and other similarly situated aggrieved employees with complete, accurate itemized wage
7 statements.

8 14. During the relevant time period, CAMBRIAN PLAZA also failed to keep accurate and
9 complete payroll records showing the actual hours worked per day and the wages paid to Plaintiff
10 and others pursuant to California Labor Code sections 1174(d).

11 15. CAMBRIAN PLAZA also violated Labor Code § 203 because it willfully failed to pay
12 Plaintiff and other similarly situated aggrieved employees earned and due wages upon separation
13 of employment, either immediately upon involuntary termination, or within 72 hours of
14 resignation. These earned but unpaid wages include payment for all hours worked (including the
15 minimum wage), overtime compensation, and premium pay for missed meal and rest breaks.

16 16. Moreover, Plaintiff and others did not receive sick pay in violation California Labor Code
17 Section 246.

18 17. Finally, CAMBRIAN PLAZA did not provide a suitable rest break area/facility for
19 employees in violation of IWC Wage Order no. 5-2001, Section 13.

20 **FIRST CAUSE OF ACTION**

21 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

22 **(California Industrial Welfare Commission Order 5-2001, California Code of
23 Regulations Title 8 Section 11050, and California Labor Code Section 1198)**

24 **(Plaintiff against all named defendants and all DOE defendants)**

25 18. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
26 1 through 17, inclusive, of this Complaint as though fully set forth herein.

27 19. At all times relevant herein, Defendants were required to compensate their employees for
28 all hours worked upon reporting for work at the appointed time stated by the employer pursuant
to Industrial Welfare Commission Order 5-2001, California Code of Regulations, Title 8, Section

1 11050.

2 20. For the three (3) years preceding filing of this action, Defendants failed to compensate
3 Plaintiff for all hours worked.

4 21. Under the aforementioned wage order and regulations, Plaintiff is to recover
5 compensation for all hours worked but not paid by Defendants for the three (3) years preceding
6 the filing of this Complaint.

7 22. As a proximate result of the aforementioned violations, Plaintiff has been damaged in an
8 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
9 Court.

10 23. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
11 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is entitled
12 to recover damages for the nonpayment of wages for all hours worked, penalties, plus reasonable
13 attorney's fees and costs of suit.

14 24. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
15 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
16 amount known to Plaintiff once he has obtained all of his payroll records from Defendants.

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PAY MINIMUM WAGES**

19 **(California Labor Code Sections 1194, 1194.2, 1197)**

20 **(Plaintiff against all named defendants and all DOE defendants)**

21 25. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
22 1 through 24, inclusive, of this Complaint as though fully set forth herein.

23 26. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
24 to suffer or permit a California employee to work without paying wages at the minimum wage
25 rate for all hours worked as required by the applicable Industrial Welfare Commission
26 (hereinafter "IWC") Wage Order No. 5-2001, codified at California Code of Regulations, Title
27 8, Section 11050, subdivision 4.

28 27. Pursuant to IWC Wage Order no. 5-2001, subdivision 2(K), at all relevant times, "hours
worked" included "the time during which an employee is subject to the control of an employer,

1 and includes all the time the employee is suffered or permitted to work, whether or not required
2 to do so...”

3 28. During his employment, Plaintiff was regularly required as a matter of uniform policy
4 and practice to work, and in fact worked, as an employee of Defendants and Plaintiff was paid
5 less than the minimum wage rate by Defendants for hours worked in violation of California
6 Labor Code Section 1197 and the applicable California Industrial Wage Commission wage
7 order(s).

8 29. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
9 permitted to work by Defendants. Defendants’ acts or omissions in failing to adequately
10 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants to
11 believe that their acts or omissions were not contrary to California law.

12 30. For all hours worked by Plaintiff for which he was paid less than the minimum wage
13 rate by Defendants, Plaintiff is entitled to not less than the applicable California minimum
14 wage rate and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount
15 equal to unpaid minimum wages and interests thereon. Pursuant to Labor Code Section 1194,
16 Plaintiff is also entitled to attorney’s fees, costs and interests according to proof.

17 31. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
18 along with any allowable interest, penalties, attorney’s fees, and costs according to proof at
19 trial.

20 **THIRD CAUSE OF ACTION**

21 **FAILURE TO PAY OVERTIME**

22 **(California Industrial Welfare Commission Order 5-2001, California Code of**
23 **Regulations Title 8 Section 11050; California Labor Code Section 510)**
24 **(Plaintiff against all named defendants and all DOE defendants)**

25 32. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
26 1 through 31, inclusive, of this Complaint as though fully set forth herein.

27 33. Pursuant to Industrial Welfare Commission Order No. 5-2001, Cal. Code of Regs., Title
28 8, Section 11050, for the period of Plaintiff’s employment, Defendants were required to
compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the

1 regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week,
2 and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a
3 day or hours worked in excess of eight (8) on the seventh consecutive workday in a week.

4 34. Plaintiff was a non-exempt employee entitled to the protections of the California
5 Industrial Welfare Commission Order No. 5-2001, California Code of Regulations, Title 8,
6 Section 11050.

7 35. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in
8 a single workweek on numerous occasions.

9 36. Plaintiff was entitled to the above overtime premiums.

10 37. Defendants did not pay Plaintiff premium wages of at least one and one-half times
11 Plaintiff's regular rate of pay for hours worked past eight (8) in a day.

12 38. Defendants did not pay Plaintiff premium wages of at least one and one-half times
13 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

14 39. Plaintiff worked at least one pay period in which he was not properly paid overtime
15 within the three (3) years prior to the initiation of this lawsuit.

16 40. Defendants know or should know the actual dates of overtime worked, the amount of
17 overtime worked, and the amount of unpaid overtime due.

18 41. As a proximate result of Defendants' violations, Plaintiff has been damaged in an amount
19 according to proof at time of trial, but in an amount in excess of the jurisdiction of this Court.

20 42. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
21 Regulations, Title 8, Sections 11050, Plaintiff is entitled to recover damages for the nonpayment
22 of overtime premiums for all overtime hours worked, penalties, interest, plus reasonable
23 attorney's fees and costs of suit.

24 43. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
25 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
26 trial.

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

3 **(California Labor Code Section 226)**

4 **(Plaintiff against all named defendants and all DOE defendants)**

5 44. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
6 1 through 43, inclusive, of this Complaint as though fully set forth herein.

7 45. Pursuant to California Labor Code Section 226, every employer must furnish each
8 employee an itemized statement of wages and deductions at the time of payment of wages.

9 46. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
10 accurately reflected all information required by Labor Code Section 226, including but not
11 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and
12 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the
13 employee, all deductions, and business expense reimbursement. Therefore, Defendants failed to
14 maintain and provide accurate itemized wage statements to Plaintiff in accordance with
15 California Labor Code Section 226(a).

16 47. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
17 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
18 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
19 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
20 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
21 the 3-year period immediately preceding the date this lawsuit was filed.

22 48. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has
23 sustained damages, including loss of earnings, in an amount to be established at trial. As a
24 further direct and proximate result of Defendants' unlawful conduct, as set forth herein,
25 Plaintiff is entitled to recover penalties, in an amount to be established at trial, as well as costs
26 and attorney's fees pursuant to statute.

27 49. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
28 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
trial.

FIFTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS

(California Labor Code Sections 201, 203)

(Plaintiff against all named defendants and all DOE defendants)

50. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs 1 through 49, inclusive, of this Complaint as though fully set forth herein.

51. Pursuant to California Labor Code Section 201(a), an employer who discharges an employee must immediately pay for all compensation due and owing.

52. Pursuant to California Labor Code Section 202, when an employee resigns, the employer must pay all compensation due and owing within 72 hours of resignation, or on the employee's last day of work, if the employee gives more than 72 hours notice of resignation.

53. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay, without abatement or reduction, any wages of an employee whose employment ends, the wages of the employee shall continue as a penalty from the due date at the same rate until paid or until an action is commenced; however, the wages shall not continue for more than 30 days for failure to pay an employee owed wages.

54. After Plaintiff's employment with Defendants ended and after Plaintiff was terminated from his employment, Defendants willfully refused and continue to refuse to pay his unpaid wages as required by Labor Code Section 203.

55. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial. Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately preceding the filing of this lawsuit.

56. Under this cause of action, Plaintiff also prays for attorney's fees and costs under California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

57. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

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1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

3 **(California Labor Code Section 204)**

4 **(Plaintiff against all named defendants and all DOE defendants)**

5 58. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
6 1 through 57, inclusive, of this Complaint as though fully set forth herein.

7 59. California Labor Code Section 204 establishes the fundamental right of all employees
8 in the State of California to be paid wages in a timely fashion for their work.

9 60. At all times relevant during the liability period, Defendants failed to pay Plaintiff the
10 full amount of all owed wages when due as required by California Labor Code Section 204.

11 61. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is informed,
12 believes, and thereon alleges, that all times relevant during the liability period, Defendants
13 maintained a policy or practice of not paying Plaintiff wages for all hours worked, including
overtime hours, the minimum wage, and premium pay for missed meal and rest breaks.

14 62. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
15 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
16 amount of unpaid wages is not presently known to Plaintiff but can be determined directly from
17 Defendants' records or indirectly based on information from Defendants' records.

18 63. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
19 along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

20 **SEVENTH CAUSE OF ACTION**

21 **FAILURE TO GIVE REST BREAKS**

22 **(Plaintiff against all named defendants and all DOE defendants)**

23 64. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
24 1 through 63, inclusive, of this Complaint as though fully set forth herein.

25 65. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 26 a. Title 8 of the California Code of Regulations Sections 11050(12)(A), which provides
27 that every employer shall authorize and permit all employees to take rest periods,
28 which insofar as practicable shall be in the middle of each work period. The

1 authorized rest period time shall be based on the total hours worked daily at the rate
2 of ten (10) minutes net rest time per four (4) hours or major fraction thereof;

3 b. Title 8 of the California Code of Regulations Sections 11050(12)(B), which provides
4 that if an employer fails to provide an employee a rest period in accordance with the
5 applicable provisions of this order, the employer shall pay the employee one (1) hour
6 of pay at employee's regular rate of compensation for each workday that the rest
7 period is not provided;

8 c. Title 8 of the California Code of Regulations sections 11050(20)(A), which penalizes
9 the employer \$50.00 for each initial violation, per employee, of any provision of the
10 Wage Order, and \$100.00 for each additional violation thereafter per employee; and

11 d. California Labor Code section 226.7, which states that (a) no employer shall require
12 any employee to work during any rest period mandated by an applicable order of the
13 Industrial Welfare Commission, and (b) if an employer fails to provide an employee
14 a rest period in accordance with an applicable order of the Industrial Welfare
15 Commission, the employer shall pay the employee one (1) additional hour of pay at
16 employee's regular rate of compensation for each work day that the rest period is not
17 provided.

18 66. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest
19 break after every four (4) hours of work or major fraction thereof, as required by California law.

20 67. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
21 regulations, and wage orders alleged in this cause of action along with any allowable interest,
22 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the
23 foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

24 68. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's fees as
25 well as interest under Labor Code section 218.6.

26 69. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
27 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
28 trial.

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1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO GIVE MEAL BREAKS**

3 **(Plaintiff against all named defendants and all DOE defendants)**

4 70. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
5 1 through 69, inclusive, of this Complaint as though fully set forth herein.

6 71. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 7 a. California Labor Code section 512(a), which requires that employees be given a 30-
8 minute uninterrupted meal break after five (5) hours of work, and a second
9 uninterrupted meal break after ten (10) hours of work;
- 10 b. California Labor Code section 226.7, which states that (a) no employer shall require
11 any employee to work during any meal period mandated by an applicable order of
12 the Industrial Welfare Commission, and (b) if any employer fails to provide an
13 employee a meal period in accordance with an applicable order of the Industrial
14 Welfare Commission, the employer shall pay the employee one (1) additional hour
15 of pay at the employee's regular rate of compensation for each workday that the meal
16 period is not provided;
- 17 c. California Industrial Welfare Commission Order No. 5 section 11(B), as codified
18 under Title 8 of the California Code of Regulations Section 11050, which states that
19 if an employer fails to provide an employee a meal period in accordance with the
20 applicable provisions of the Wage Order, the employer shall pay the employee one
21 (1) hour of pay at the employee's regular rate of compensation for each workday that
22 the meal period is not provided;
- 23 d. California Industrial Welfare Commission Wage Order No. 5 Section 7(A)(3), as
24 codified under Title 8 of the California Code of Regulations Section 11050, which
25 requires an employer to maintain records documenting its employees' meal periods;
- 26 e. California Industrial Welfare Commission wage order No. 5 Section 20(A), as
27 codified under California Code of Regulations Section 11050, which penalizes the
28 employer \$50.00 for each initial violation, per employee, of any provision of the
Wage Order, and \$100.00 for each additional violation thereafter per employee; and

1 f. California Labor Code section 1171 and 1173, which have given the California Labor
2 Commission jurisdiction to enact Wage Orders (such as Wage Order no. 5) as
3 enforceable law.

4 72. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
5 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
6 take a second relieved meal break after ten (10) hours of work, as required by California law.
7 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
8 5, as codified under California Code of Regulations Sections 11050 et. seq. requires that
9 employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that
10 the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty.
11 California Labor Code section 226.7 provides that employers may not require their employees
12 to work through their meal periods. California Labor Code section 226.7 and California Code of
13 Regulations section 11050 requires that if the employer fails to provide the employee with an
14 uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each
15 workday that the meal period is not given.

16 73. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
17 regulations, and wage orders alleged in this cause of action along with any allowable interest,
18 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for the
19 foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

20 74. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
21 fees as well as interest under Labor Code section 218.6.

22 75. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
23 along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.

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1 **NINTH CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **Individual and Representative Claim for PAGA penalties under California Labor Code**
4 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 233, 246, 510, 512, 558,**
5 **558.1, 1174, 1174.5, 1194, 1197, 1198)**

6 **(Plaintiff against all named defendants and all DOE defendants)**

7 76. Plaintiff re-alleges and incorporates by reference each and every allegation in paragraphs
8 1 through 75, inclusive, of this Complaint as though fully set forth herein.

9 77. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
10 Defendants of the specific violations of the California Labor Code that Defendants and DOE
11 defendants have violated and continue to violate.

12 78. Pursuant to California Labor code section 2699.3, no response was received from
13 the LWDA within 65 days of the postmark date of the above-alleged letter.

14 79. Plaintiff therefore has exhausted all administrative remedies required of him under
15 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
16 cause of action and pursue penalties in a representative action for Defendants' violations of the
17 Labor Code.

18 80. Pursuant to California Labor Code section 2699, any provisions of the Labor
19 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
20 departments, divisions, commissions, boards, agencies, or employees for violation of the code
21 may, as an alternative, be recovered through a civil action brought by an aggrieved employee on
22 behalf of himself or herself and other current or formal employees pursuant to the procedures
23 specified in California Labor Code section 2699.3.

24 81. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
25 violator and had one or more of the alleged violations committed against him, and therefore is
26 properly suited to represent the interests of other current and former employees.

27 82. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks penalties
28 under California Labor Code sections 2698 and 2699 because of Defendants' violations of
numerous provisions of the California Labor Code as alleged in this Complaint.

1 83. Plaintiff therefore has exhausted all administrative remedies required of him under
2 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
3 cause of action and pursue penalties in a representative action for Defendants' violations of the
4 Labor Code.

5 84. California Labor Code section 2699 et seq. imposes penalties upon culpable Defendants
6 for violating the Labor Code.

7 85. California Labor Code section 558 establishes a civil penalty as follows: Any employer
8 or other person action on behalf of an employer who violates, or causes to be violated, a section
9 of this chapter or any provision regulating hours and days of work in any order of the Industrial
10 Welfare Commission (including the "Hours and Days of Work" section of the Wage Order) shall
11 be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for each underpaid
12 employee for each pay period for which the employee was underpaid ...; (2) for each subsequent
13 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which
14 the employee was underpaid ...;

15 86. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted by
16 law, but only those penalties that are required to be shared with the LWDA as Plaintiff is not,
seeking individual/victim specific relief or underpaid wages under this particular cause of action.

17 87. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted
18 by law. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
19 the following:

20 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
21 226.3, 226.7, 233, 246, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1198 via 2698 and
22 2699, and any other Labor Codes and Industrial Welfare Commission Wage Orders (No. 5)
23 violated based on the facts alleged in this Complaint.

24 88. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's
25 fees, costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
26 employees as alleged herein in an amount to be shown according to proof at trial and within the
27 jurisdictional limits of this Court.

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(California Business and Professions Code Section 17200)
(Plaintiff against CAMBRIAN PLAZA ROUND TABLE, LP and all DOE defendants)

90. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants constitutes unfair and unlawful business practices under California Business and Professions Code Section 17200, et seq.

92. For the four years preceding the filing of this action, Plaintiff has suffered damages and request damages and/or restitution of all monies and profits to be disgorged from Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of this Court.

1. For special and consequential damages to the extent allowed by law;
2. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof at trial;
3. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount subject to proof at trial;
4. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to proof at trial;
5. For restitution and disgorgement for all unfair business practices by Defendant CAMBRIAN PLAZA ROUND TABLE, LP against Plaintiff in an amount subject to proof at trial;
6. For an order enjoining Defendant CAMBRIAN PLAZA ROUND TABLE, LP from

further unfair and unlawful business practices in violation of Business and Professions Code Sections 17200, et seq.;

7. For one hour of wages due to Plaintiff for each work period of more than five (5) hours when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
8. For one hour of wages due to Plaintiff for each work period of four (4) hours or major fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
9. For maximum civil penalties available under the Labor Code and applicable Wage Order against Defendants as described more particularly in the Complaint and representative PAGA claim;
10. For all remedies available to Plaintiff under the applicable Wage Order and the Labor Code including an award of unpaid wages, attorney's fees, costs, interest, liquidated damages, damages, penalties, and waiting time penalties according to proof to the extent permitted by law;
11. For the imposition of civil penalties and/or statutory penalties;
12. For all interest as allowed by law;
13. For all costs and disbursements incurred in this suit;
14. Reasonable attorney's fees where available by law, including but not limited to, pursuant to the California Labor Code and/or other applicable laws; and

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1 15. For such other and further relief as this Court may deem proper.

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3 DATED: December 6, 2022

MESSRELIAN LAW INC.

4 By Maralle Messrelian
5 Harout Messrelian, Esq.
6 Maralle Messrelian Esq., Of Counsel
7 Attorneys for Plaintiff Maria Perez

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10 **DEMAND FOR JURY TRIAL**

11 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

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13 DATED: December 6, 2022

MESSRELIAN LAW INC.

14 By Maralle Messrelian
15 Harout Messrelian, Esq.
16 Maralle Messrelian Esq., Of Counsel
17 Attorneys for Plaintiff Maria Perez
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