

Armond M. Jackson, SBN 281547
Jackson Law, APC
2 Venture Plaza, Ste. 400
Irvine, CA 92618
Phone (949) 281-6857
Fax (949) 777-6218

Attorneys for Plaintiff Josef Bernstein

Electronically FILED by
Superior Court of California,
County of Los Angeles
3/20/2025 3:13 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By G. Cordon, Deputy Clerk

**SUPERIOR COURT OF STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JOSEF BERNSTEIN, as an individual and on
behalf of other similarly situated employees,

Plaintiff,

vs.

PAYREEL, INC., a Colorado corporation,
ANHEUSER-BUSCH, LLC, a Missouri
corporation, 160OVER90, ENDEAVOR
OPERATINF COMPANY, LLC, a Delaware
corporation, and DOES 1-50, inclusive,

Defendant

Case No.: **25STCV08121**

Assigned for all purposes to:

**PRIVATE ATTORNEY GENERAL ACT
CLAIMS**

COMPLAINT FOR:

- 1. VIOLATION OF THE
CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL
LAB. CODE §§ 2698, ET SEQ.)**

[JURY DEMAND]

1 Plaintiff Josef Bernstein (“Plaintiff” or “Mr. Bernstein”) makes the following
2 allegations against Defendant Payreel, Inc. (“Payreel”), Defendant Anheuser-Busch, LLC
3 (“Anheuser-Busch”), Defendant Endeavor Operating Company, LLC (“Endeavor”), and
4 Defendant 160over90 (“160”) (collectively referred to herein as “Defendant” or “Defendants”):

5 **GENERAL ALLEGATIONS**

6 **Parties and Venue.**

7 1. Plaintiff Mr. Bernstein is, and at all relevant times was, a citizen and resident of the
8 County of Los Angeles in the State of California.

9 2. Plaintiff is informed and believes and on that basis alleges that at all relevant times
10 Defendant Payreel, Inc. (“Payreel” or “Defendant”) is a Colorado corporation doing business in
11 the State of California with a principal place of business located at 211 Violet Street, #10,
12 Golden, Colorado 80401.

13 3. Plaintiff is informed and believes and on that basis alleges that at all relevant times
14 Defendant Anheuser-Busch, LLC (“Anheuser-Busch” or “Defendant”) is a Delaware corporation
15 doing business in the State of California with a principal place of business located at One Busch
16 Place, St. Louis, MO 63118.

17 4. Plaintiff is informed and believes and on that basis alleges that at all relevant times
18 Defendant Endeavor Operating Company, LLC (“Endeavor” or “Defendant”) is a Delaware
19 corporation doing business in the State of California with a principal place of business located at
20 9601 Wilshire Boulevard, 3rd Floor, Beverly Hills, CA 90210.

21 5. Plaintiff is informed and believes and on that basis alleges that at all relevant times
22 Defendant 160over90 (“160” or “Defendant”) is a California corporation doing business in the
23 State of California with a principal place of business located at 12400 Wilshire Blvd, Suite 1300,
24 Los Angeles, CA 90025.

25 6. In light of the facts that the wrongful acts of this defendant occurred and the causes
26 against them arose in Los Angeles County, State of California, jurisdiction and venue is proper
27 in Los Angeles County Superior Court.
28

1 **Doe Allegations.**

2 7. Plaintiff does not presently know the true names and capacities of defendant named as
3 Doe 1 through Doe 50, inclusive. Plaintiff will amend this complaint, setting forth the true
4 names and capacities of these fictitious defendants, when they are ascertained. Plaintiff are
5 informed and believes and on that basis alleges that each of the fictitious defendants have
6 participated in the acts alleged in this complaint to have been done by the named defendants.

7 **Vicarious Liability.**

8 8. Unless otherwise indicated, each defendant herein sued is the agent, co-conspirator, joint
9 venturer, partner, and/or employee of every other defendant and, as alleged, has been acting
10 within the course and scope of said agency, conspiracy, joint venture, partnership, and/or
11 employment, with the knowledge and/or consent of co-defendants, and each of them. Plaintiff is
12 informed and believes and thereon alleges that each defendant has authorized and/or ratified the
13 wrongful activities of each of the remaining defendants.

14 **COMMON ALLEGATIONS TO ALL CAUSES OF ACTION**

15 9. Mr. Bernstein worked as a non-exempt employee at Defendants. As a nonexempt
16 employee, Mr. Bernstein worked as a brand ambassador and had general laborer duties as
17 assigned by Defendants.

18 **Defendants Did Not Compensate Employees for Work Time or at End of Employment**

19 10. Plaintiff and other aggrieved employees were required to perform work-related tasks off-
20 the-clock, including staying on duty during meal and rest breaks. Defendants implemented this
21 policy, practice and pattern where Plaintiff, and aggrieved employees were required to perform
22 work-related tasks off-the-clock. These wages amounted to minimum wages or overtime wages
23 that were never paid during employment or at the end of employment.

24 11. Plaintiff is informed and on that basis believes that all other aggrieved employees of
25 Defendants were under the same circumstances and conditions of employment as them.
26 Specifically, all other similarly situated employees were subjected to off-the-clock work and not
27 paid for this work time during employment or at the end of employment.

Defendants Did Not Provide All Meal Breaks and Rest Breaks

12. Typically, Plaintiff would work above 4-hour work shifts at Defendants. During these work shifts, Plaintiff would be required to do many work-related tasks around the business facility. During these shifts it would be very busy where they would not be able or permitted to take all of their entitled uninterrupted 10-minute rest breaks each four hours or a 30-minute uninterrupted meal break every five hours at a reasonably practicable time during their shifts when they worked more than five or six-hour shifts. Moreover, Defendants had a policy, pattern or practice of requiring or pressuring its employees to take late, short, on-premises, interrupted, or no 10-minute rest breaks and/or 30-minute meal breaks at a reasonably practicable time. Defendants would not compensate Plaintiff for all of their missed, short, late, on-premises or interrupted meal breaks or rest periods throughout their employment nor were they paid all of their premium wages for the missed, short, late, on-premises, or interrupted meal breaks and rest periods that should have been paid.

13. Plaintiff is informed and on that basis believes that all other similarly situated employees of Defendants were under the same circumstances and conditions of employment as them. Specifically, all other similarly situated employees would not be able or permitted to take all of their entitled uninterrupted 10-minute rest breaks each four hours or a 30-minute uninterrupted meal break every five hours at a reasonably practicable time during their shifts when they worked more than a six-hour shifts. Moreover, Defendants had a policy, pattern or practice of requiring or pressuring its employees to take late, short, on-premises, interrupted or no 10-minute rest breaks or 30-minute meal breaks at a reasonably practicable time. Defendants would not compensate the other employees for all of their missed, on-premises, short, late or interrupted meal breaks or rest periods throughout their employment nor were they paid all of his premium wages for the missed, short, on-premises, late or interrupted meal breaks and rest periods that should have been paid. Defendants would not compensate the other employees for all of their missed, short, on-premises, late or interrupted meal breaks or rest periods throughout their employment nor were they paid all of their premium wages for the missed, on-premises, short, late or interrupted meal breaks and rest periods that should have been paid.

1 **Defendants Provided Inaccurate Wage Statements**

2 14. Furthermore, throughout Plaintiff's employment, their paystubs did not accurately reflect
3 their applicable total hours worked, net wages earned, gross wages earned, name and address of
4 the legal entity employer and actual applicable wage rate all in violation of California Labor
5 Code Section 226(a), specifically sections 1-9. Due to the fact that Defendants either did not
6 provide any paystubs or excluded the hours' worth of work, gross and net wages earned that
7 should have been reflected on their paystubs for off-the-clock work time during meal and rest
8 periods or on-call and on-premises meal or rest breaks, or off-the-clock work for time spent
9 working but not compensated for. Furthermore, Defendant failed to include the full name and
10 address of the legal entity that employed Plaintiff and aggrieved employees. Therefore, their
11 paystubs did not accurately reflect the total hours worked, net wages earned, gross wages earned,
12 accurately depict deductions that should have been taken out and actual applicable wage rate
13 corresponding with the total hours worked as well as the name and address of the legal entity that
14 employed Plaintiff and aggrieved employees.

15 15. Plaintiff is informed and on that basis believes that all other similarly situated employees
16 of Defendants were under the same circumstances and conditions of employment as them.
17 Specifically, all other similarly situated employees were not provided with accurate itemized
18 wages statements and received paystubs that did not reflect their applicable total hours worked,
19 gross wages earned, net wages earned, depict deductions, and actual applicable wage rates
20 corresponding with the total hours worked by virtue of excluding hourly rate and hours' worth of
21 work on their paystubs or the actual applicable wage rate corresponding with the total hours
22 worked.

23 **Defendants Failure to Reimburse for Necessary Business Expenses**

24 16. Defendants pressured, encouraged and required Plaintiff and aggrieved employees to use
25 their own personal cell phones to perform work related tasks while employed with Defendants
26 such as communicating with clients, managers and supervisors. Defendants did not reimburse
27 Plaintiff and aggrieved employees for the use of their personal cell phones.

FIRST CAUSE OF ACTION

**(For Violation of the Labor Code Private Attorneys General Act)
(Labor Code §§ 2698, et seq. By Plaintiff Against All Defendants and DOES 1-50)**

17. Plaintiff hereby incorporates all of the allegations set forth in each of the paragraphs above and below by reference as though set forth in full in this cause of action.

18. Pursuant to Labor Code § 2699(a), any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency (“LWDA”) or any of its departments, divisions, commissions, boards, agencies or employees for violation of the code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself and other current or former employees pursuant to the procedures specified in Labor Code § 2699.3.

19. For all provisions of the Labor Code except those for which a civil penalty is specifically provided, Labor Code § 2699(f) imposes upon Defendants a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which Defendants violated these provisions of the Labor Code.

20. Defendants’ conduct violates numerous Labor Code sections including, but not limited to the following:

(a) Violation of Labor Code §210 for untimely payment of wages;

(b) Violation of Labor Code §221 for unlawful receipt of wages;

(c) Violation of Labor Code §§ 510, 1194 and Wage Order 1, 7, 11 and 12, Section 3 for Defendants failure to provide Plaintiff and other aggrieved employees all minimum wages for hours worked;

(d) Violation of Labor Code §§ 510, 1194 and Wage Orders 5, Section 3, for Defendants failure to provide Plaintiff and other aggrieved employees all minimum wages and overtime wages for hours worked;

(e) Violation of Labor Code §§ 226.7, 512, 1198 and Wage Order 1, 7, 11 and 12, Section 11, for Defendants failure to provide Plaintiff and other aggrieved employees all required legally compliant meal periods, and Defendants’ failure to provide Plaintiff and other

aggrieved employees with one hour of pay of Plaintiff and other aggrieved employees' regular rate of compensation for each meal period that was not provided, as herein alleged;

(f) Violation of Labor Code §§ 226.7, 512, 1198 and Wage Order 1, 7, 11 and 12, Section 12 for Defendants failure to provide Plaintiff and other aggrieved employees all required rest periods, and Defendants' failure to provide Plaintiff and other aggrieved employees with one hour of pay of Plaintiff and other aggrieved employees' regular rate of compensation for each rest period that was not provided, as herein alleged;

(g) Violation of Labor Code §§ 226, 226.3, 1198 and Wage Order 1, 7, 11 and 12, Section 7 for failure to maintain records and provide accurate itemized wage statements to Plaintiff and other aggrieved employees as herein alleged;

(h) Violation of Labor Code §§ 201, 202, and 203 for failure to pay all wages upon termination, resignation or end of employment as a result of failing to pay minimum wages and overtime wages for all hours worked; and

(i) Violation of Labor Code § 2802 for failure to pay for unreimbursed business expenses.

21. Further, Labor Code § 558(a) provides "any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provisions regulating hours and days of work in any order of the IWC shall be subject to a civil penalty as follows: (1) For any violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages, (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages. (3) Wages recovered pursuant to this section shall be paid to the affected employee." Labor Code § 558(c) provides "the civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law."

22. Plaintiff is an "aggrieved employee" because he was employed by the alleged violator and had or ore more of the alleged violations committed against him, and therefore is properly suited to represent the interests of all other aggrieved employees.

23. On December 28, 2021, Plaintiff sent Defendants by certified mail notice of the facts and theories of its Labor Code violations. Plaintiff submitted this notice to the Labor Workforce Development Agency via online along with a payment of \$75.00. Plaintiff's statute of limitations to file a Private Attorney General Act claim was tolled pending the 65-calendar day exhaustion period. (See Cal. Lab. Code § 2699.3(d). Plaintiff has therefore exhausted the procedural requirements under Labor Code § 2699.3 as to Defendants and is therefore able to pursue a claim for penalties on behalf of himself and all other aggrieved employees under PAGA.

24. Labor Code §§ 2698, et seq. imposes upon Defendants, a penalty of one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent pay period in which Defendants violated the Labor Code.

25. Pursuant to Labor Code §§ 2699(a), 2699.3 and 2699.5, Plaintiff on behalf of all other aggrieved employees is entitled to recover civil penalties against Defendants for violations of the Labor Code sections cited above.

26. The California Supreme Court has held that a representative action does not need to meet the class certification requirements because it is strictly a state enforcement action. *Arias v. Superior Court*, 46 Cal.4th 969, 970-75 (2009).

27. Defendants' conduct as alleged herein, has been and continues to be unfair, unlawful and harmful to Plaintiff and the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays individually and on behalf of the aggrieved employees, prays for judgment against Defendants as follows:

First Cause of Action:

1. For civil penalties against Defendants on behalf of all aggrieved employees pursuant to Labor Code §§ 2698, et seq.;
2. For reasonable attorney's fees and costs of suit to the extent permitted by law, including

1 pursuant to Code of Civil Procedure § 1021.5 and Labor Code §§ 2698, et seq.; and

2 3. For such relief as the Court deems just and proper

3
4 **As to All Causes of Action:**

5 4. For reasonable attorneys' fees and costs incurred;

6 5. Interest accrued to date under the California Labor Code, including under Sections 226.7;
7 and

8 6. For such other and further relief as this Court may deem just and proper.
9

10 Dated: March 20, 2025

Jackson APC

11 By: /s/ Armond M. Jackson

12 Armond M. Jackson

13 Attorneys for Plaintiff Josef Bernstein

14 **DEMAND FOR JURY TRIAL**

15 Plaintiff Josef Bernstein demands a jury trial in the above captioned matter.
16

17 Dated: March 20, 2025

Jackson APC

18
19
20 By: /s/ Armond M. Jackson

21 Armond M. Jackson

22 Attorneys for Plaintiff Josef Bernstein
23
24
25
26
27
28