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16 Attorneys for Plaintiffs JESUS FLORES and ARMONEE SHARPE-HASTEN,
17 on behalf of the general public as private attorney general

18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF SAN BERNARDINO**

20 JESUS FLORES and ARMONEE SHARPE-
21 HASTEN, individually and on behalf of all
22 others similarly situated,

23 Plaintiffs,

24 v.

25 ANGEL CITY BELL LLC dba TACO BELL,
26 a California Limited Liability Company, and
27 DOES 1-50, inclusive,

28 Defendants.

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Superior Court of California
County of San Bernardino
Rancho Cucamonga District
3/11/2025 9:46 AM
By: Nancy Liemsithisak, DEPUTY

CASE NO.: CIVRS2501555

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL
ACT (Labor Code §§ 2698 *et seq.*)**

COMES NOW JESUS FLORES and ARMONEE SHARPE-HASTEN (“Plaintiffs”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendants ANGEL CITY BELL LLC dba TACO BELL, and DOES 1-50, inclusive (collectively “Defendants”) as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendants violated various provisions of the California Labor Code. As set forth below, Defendants implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to pay wages including overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10) hours per day and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or major fraction thereof worked and failure to pay an additional hour’s of pay or accurately pay an additional hour’s of pay in lieu of providing a rest period; (d) failure to timely pay wages upon separation; and (e) failing to provide accurate itemized wage statements. As a result Plaintiffs seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendants because, upon information and belief,

1 each Defendant either has sufficient minimum contacts in California, or otherwise intentionally
2 avails itself of the California market so as to render the exercise of jurisdiction over it by the
3 California Courts consistent with traditional notions of fair play and substantial justice.

4 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
5 Civil Procedure section 395. Defendants are doing business throughout California, including but
6 not limited to Orange County, and each Defendant is within the jurisdiction of this Court for
7 service of process purposes. The unlawful acts alleged herein have a direct effect on Plaintiffs and
8 all other aggrieved employees within the State of California. Defendants employ numerous
9 aggrieved employees in in the State of California.

10 6. On information and belief, Defendants have conducted business within the State of
11 California during the purported liability period and continue to conduct business throughout the
12 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiffs, and the
13 similarly situated non-exempt aggrieved employees within California.

14 7. The California Superior Court also has jurisdiction in this matter because on
15 information and belief there are no federal questions at issue, as the issues herein are based solely
16 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
17 California Code of Civil Procedure, the California Civil Code, and the California Business and
18 Professions Code.

19 8. On information and belief, during the statutory liability period and continuing to
20 the present ("liability period"), Defendant consistently maintained and enforced against
21 Defendant's Non-Exempt Aggrieved Employees, among others, the following unlawful practices
22 and policies, in violation of California state wage and hour laws: (a) failure to pay wages including
23 overtime, (b) failure to provide meal periods for every work period exceeding more than ten (10)
24 hours per day and failure to pay an additional hour's of pay or accurately pay an additional hour's
25 of pay in lieu of providing a meal period; (c) failure to provide rest breaks for every four hours or
26 major fraction thereof worked and failure to pay an additional hour's of pay or accurately pay an
27 additional hour's of pay in lieu of providing a rest period; (d) failure to timely pay wages upon
28 separation; and (e) failing to provide accurate itemized wage statements. As a result Plaintiffs

1 seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney
2 general and all other aggrieved employees.

3 9. Plaintiffs on behalf of the general public as private attorney general and all other
4 aggrieved employees bring this action pursuant to Labor Code 2698, *et. seq.* for violations
5 enumerated under 2699.5 as follows: sections 201-203, 510, 512, 558, 226, 226.7, 226.3, 1174,
6 1174.5, 1175, 1194, 1197, 1197.1, 1198, and seeking penalties, interest, attorneys' fees and costs

7 **III. PARTIES**

8 10. Plaintiffs, JESUS FLORES, was at all times relevant to this action, a resident of
9 California. Plaintiffs was employed by Defendants in approximately June 2019 as a Non-Exempt
10 Employee at Defendants' Rancho Cucamonga location. Plaintiffs separated from Defendants'
11 employment in approximately May 2024. Plaintiffs' positions included but were not limited to
12 stocking new and old inventory and performing sanitary work.

13 11. Plaintiffs, ARMONEE SHARPE-HASTEN, was at all times relevant to this action,
14 a resident of California. Plaintiffs was employed by Defendants in approximately August 2024 as
15 a Non-Exempt Employee at Defendants' San Diego location. Plaintiffs Sharpe-Hasten is currently
16 still employed by Defendants. Plaintiffs' positions include but are not limited to cashier, customer
17 service, and drive through.

18 12. Defendants ANGEL CITY BELL LLC dba TACO BELL, operates as a restaurant
19 chain of Taco Bells across California. Plaintiffs estimates there are in excess of 100 Non-Exempt
20 Employees who work or have worked for Defendants over the last year.

21 13. Other than identified herein, Plaintiffs are unaware of the true names, capacities,
22 relationships, and extent of participation in the conduct alleged herein, of the Defendants sued as
23 DOES 1 through 50, but is informed and believes and thereon alleges that said defendants are
24 legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by
25 such fictitious names. Plaintiffs will amend this complaint when their true names and capabilities
26 are ascertained.

27 14. Plaintiffs are informed and believes and thereon alleges that each defendant,
28 directly or indirectly, or through agents or other persons, employed Plaintiffs and other members

1 of Aggrieved Employees, and exercised control over their wages, hours, and working conditions.
2 Plaintiffs are informed and believes and thereon alleges that each Defendants acted in all respects
3 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
4 plan or policy in all respects pertinent hereto, and the acts of each Defendants are legally
5 attributable to the other defendants.

6 15. On information and belief, Defendants willfully failed to pay all earned wages in
7 the form regular wages and overtime wages, and meal and rest period premium wages, to its Non-
8 Exempt Employees and members of the Representative Group; nor have Defendants returned to
9 Plaintiffs or members of the Representative Group, upon or after separation from employment
10 with Defendants, all wages earned and owing. Plaintiffs seeks penalties under Labor Code 2698,
11 *et. seq.* on behalf of the general public as private attorney general and all other aggrieved
12 employees.

13 **IV. GENERAL ALLEGATIONS**

14 16. At all times set forth herein, Defendants employed Plaintiffs and other persons in
15 the capacity of non-exempt positions, however titled, throughout the state of California.

16 17. Plaintiffs are informed and believe Aggrieved Employees have at all times
17 pertinent hereto been Non-Exempt within the meaning of the California Labor Code and the
18 implementing rules and regulations of the IWC California Wage Orders.

19 18. Defendants continue to employ Non-Exempt Employees, however titled, in
20 California and implement a uniform set of policies and practices to all non-exempt employees, as
21 they were all engaged in the generic job duties related to Defendants' restaurant operations.

22 19. During the relevant time frame, Defendants compensated Plaintiffs and Aggrieved
23 Employees based upon an hourly rate.

24 20. Plaintiffs are informed and believe, and thereon alleges, that Defendants are and
25 were advised by skilled lawyers and other professionals, employees, and advisors with knowledge
26 of the requirements of California's wage and employment laws.

27 21. On information and belief, during the relevant time frame, Plaintiffs and Aggrieved
28 Employees typically worked approximately 5-8 hours per shift. Plaintiffs are informed and believe

1 that the Aggrieved Employees were required to keep similar schedules.

2 22. On information and belief, during the relevant time frame, Plaintiffs Sharpe-Hasten
3 and Aggrieved Employees frequently worked well over eight (8) hours in a day and forty (40)
4 hours in a work week.

5 23. Plaintiffs are informed and believe, and thereon alleges, that Defendants failed to
6 compensate Plaintiffs and Aggrieved Employees for all time worked resulting in an underpayment
7 of minimum and overtime wages. For instance, Defendants would deduct 30 minutes of time for
8 meal periods that were non-Labor Code compliant i.e.: late, cut short, not provided or interrupted
9 to Plaintiffs and Aggrieved Employees. As a result of the above practices, Plaintiffs and
10 Aggrieved Employees were not compensated correctly for minimum and overtime wages.

11 24. Plaintiffs and the Aggrieved Employees were regularly required to work shifts in
12 excess of five hours without being provided a lawful meal period.

13 25. Indeed, during the relevant time, as a consequence of Defendants' staffing and
14 scheduling practices, lack of coverage, work demands, and Defendants' policies and practices,
15 Defendants frequently failed to provide Plaintiffs and the Aggrieved Employees timely, legally
16 complaint uninterrupted 30-minute first meal periods on shifts over five hours as required by law.

17 26. Similarly, as a consequence of Defendants' staffing and scheduling practices, lack
18 of coverage, work demands, and Defendants' policies and practices, Defendants frequently failed
19 to provide Plaintiffs Sharpe-Hasten and the Aggrieved Employees legally complaint uninterrupted
20 30-minute second meal periods on shifts over ten hours as required by law.

21 27. On information and belief, Plaintiffs and Aggrieved Employees did not waive their
22 rights to meal periods under the law.

23 28. Plaintiffs and Aggrieved Employees were also not allowed to leave the premises of
24 the store when meal periods were provided.

25 29. Plaintiffs and the Aggrieved Employees were not provided with valid lawful on-
26 duty meal periods.

27 30. Despite the above-mentioned meal period violations, Defendants failed to
28 compensate Plaintiffs, and on information and belief, failed to compensate Aggrieved Employees,

1 one additional hour of pay at their regular rate as required by California law when meal periods
2 were not timely or lawfully provided in a compliant manner.

3 31. Plaintiffs are informed and believe, and thereon alleges, that Defendants know,
4 should know, knew, and/or should have known that Plaintiffs and the other Aggrieved Employees
5 were entitled to receive premium wages based on their regular rate of pay under Labor Code
6 §226.7 but were not receiving such compensation.

7 32. During the relevant time frame, Plaintiffs and the Non-Exempt Employees were
8 systematically not authorized and permitted to take one net ten-minute paid, rest period for every
9 four hours worked or major fraction thereof, which is a violation of the Labor Code and IWC
10 wage order.

11 33. Defendants maintained and enforced scheduling practices, policies, and imposed
12 work demands that frequently required Plaintiffs and Aggrieved Employees to forego their lawful,
13 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
14 requisite rest periods were not timely authorized and permitted as a result of Defendants' failure to
15 provide relief for Plaintiffs and Aggrieved Employees to take their lawfully required breaks.

16 34. Plaintiffs and Aggrieved Employees were also not allowed to leave the premises of
17 the store when rest periods were authorized and permitted.

18 35. Despite the above-mentioned rest period violations, Defendants did not compensate
19 Plaintiffs, and on information and belief, did not pay Aggrieved Employees one additional hour of
20 pay at their regular rate as required by California law, including Labor Code section 226.7 and the
21 applicable IWC wage order, for each day on which lawful rest periods were not authorized and
22 permitted.

23 36. Plaintiffs Flores is informed and believes, and thereon alleges, that at all times
24 herein mentioned, Defendants knew that at the time of termination of employment (or within 72
25 hours thereof for resignations without prior notice as the case may be) they had a duty to
26 accurately compensate Plaintiffs Flores and Aggrieved Employees for all wages owed including
27 meal and rest period premiums, and that Defendants had the financial ability to pay such
28 compensation, but willfully, knowingly, recklessly, and/or intentionally failed to do so in part

1 because of the above-specified violations.

2 37. Defendants also failed to provide accurate, lawful itemized wage statements to
3 Plaintiffs and the Aggrieved Employees in part because of the above specified violations. In
4 addition, upon information and belief, Defendants omitted an accurate itemization of total hours
5 worked, including premiums due and owing for rest period violations, gross pay and net pay
6 figures from Plaintiffs' and the Aggrieved Employees' wage statements.

7 38. Upon information and belief, Defendants knew and or should have known that it is
8 improper to implement policies and commit unlawful acts such as:

9 (a) requiring employees to work four (4) hours or a major fraction thereof without
10 being provided a minimum ten (10) minute rest period and without compensating the employees
11 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
12 rest period was not provided;

13 (b) failing to pay all wages including overtime wages;

14 (c) failing to provide accurate itemized wage statements; and

15 (d) conducting and engaging in unfair business practices.

16 45. In addition to the violations above, and on information and belief, Defendants knew
17 they had a duty to compensate Plaintiffs and Aggrieved Employees for the allegations asserted
18 herein, and that Defendants had the financial ability to pay such compensation, but willfully,
19 knowingly, recklessly, and/or intentionally failed to do so.

20 39. Plaintiffs and Aggrieved Employees they seek to represent are covered by, and
21 Defendants are required to comply with, applicable California Labor Codes, Industrial Welfare
22 Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding
23 applicable provisions of California Code of Regulations, Title 8, section 11000 *et seq.*

24 **VI. REPRESENTATIVE CLAIMS**

25 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

26 40. Plaintiffs incorporates by reference and re-alleges each and every allegation
27 contained above, as though fully set forth herein.

28 41. On January 3, 2025 Plaintiffs complied with notice requirements pursuant to Labor

1 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,
2 indicating that the LWDA and Defendants were put on notice of the claims alleged here and that
3 the notice requirement has been satisfied. Sixty five days have passed and the LWDA has not
4 indicated intent to investigate the claims. Therefore, Plaintiffs may proceed with this action in a
5 representative capacity. The substance and violations set forth in this Complaint of which the
6 LWDA was provided timely notice, Plaintiffs has also sent a copy of this PAGA Representative
7 Action Complaint to the LWDA.

8 42. Plaintiffs are aggrieved employees as defined in Labor Code Section 2699(a).
9 Plaintiffs brings this cause of action on behalf of all current and former California Non-Exempt
10 Employees of Defendants.

11 43. Pursuant to Labor Code section 2699(a) Plaintiffs seek to recover civil penalties for
12 which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint,
13 including without limitation Labor Code section 510, 512, 558, 226, 226.7, 226.3, 1174, 1174.5,
14 1175, 1194, 1197, 1197.1, 1198 and, 2698 *et seq.*, applicable IWC Wage Orders and California
15 Code of Regulations, Title 8, section 11000 *et. seq.*

16 44. At all times relevant, Plaintiffs and all other aggrieved employees regularly
17 performed non-exempt work in excess of 50% of the time, and thus, were subject to the meal and
18 rest break requirements of the applicable IWC wage order and the Labor Code.

19 45. As a result of Defendants' unlawful conduct, Plaintiffs and Aggrieved employees
20 are entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
21 worked.

22 46. For the violations below, Plaintiffs and the Representative Aggrieved Employees
23 are entitled to recover Penalties and attorneys' fees and costs under Labor Code section 2698, *et.*
24 *seq.*

25 **FAILURE TO PAY WAGES INCLUDING OVERTIME**

26 47. Plaintiffs incorporate and re-alleges each and every allegation contained above as
27 though fully set forth herein.

28 48. At all times relevant, the IWC wage orders applicable to Plaintiffs' and the

1 Aggrieved Employees require employers to pay its employees for each hour worked at least
2 minimum wage. “Hours worked” means the time during which an employee is subject to the
3 control of an employer, and includes all the time the employee is suffered or permitted to work,
4 whether or not required to do so, and in the case of an employee who is required to reside on the
5 employment premises, that time spent carrying out assigned duties shall be counted as hours
6 worked.

7 49. At all relevant times, Labor Code §1197 provides that the minimum wage for
8 employees fixed by the IWC is the minimum wage to be paid to employees, and the payment of a
9 lesser wage than the established minimum is unlawful. Further, pursuant to the IWC Wage Order
10 and Labor Code, Plaintiffs and Aggrieved Employees are to be paid minimum wage for each hour
11 worked, and cannot be averaged.

12 50. At all relevant times, Labor Code §1197.1 states “[a]ny employer or other persons
13 acting individually as an officer, agent, or employee of another person, who pays or causes to be
14 paid to any employee a wage less than the minimum fixed by an applicable state or local law, or
15 by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
16 damages payable to the employee, and any applicable penalties pursuant to Section 203.

17 51. Plaintiffs and Aggrieved Employees were not compensated for all hours worked
18 resulting in an underpayment of minimum wages due to Defendants’ automatic deduction of 30
19 minutes of time for non-compliant meal periods as described above.

20 52. At all times relevant, the IWC wage orders applicable to Plaintiffs and Aggrieved
21 Employees’ employment by Defendants provided that employees working for more than eight (8)
22 hours in a day or forty (40) hours in a work week are entitled to overtime compensation at the rate
23 of one and one-half times the regular rate of pay for all hours worked in excess of eight (8) hours
24 in a day or forty (40) hours in a work week. An employee who works more than twelve (12) hours
25 in a day is entitled to overtime compensation at a rate of twice the regular rate of pay.

26 53. Labor Code §510 codifies the right to overtime compensation at the rate of one and
27 one-half times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or
28 forty (40) hours in a work week and to overtime compensation at twice the regular rate of pay for

1 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
2 seventh day of work in a particular work week.

3 54. At all times relevant, Plaintiffs and Aggrieved Employees regularly performed non-
4 exempt work and thus were subject to the overtime requirements of the IWC Wage Orders, CCR §
5 11000, et. seq. and the Labor Code.

6 55. At all times relevant, Plaintiff Sharpe-Hasten and Aggrieved Employees
7 consistently worked in excess of eight (8) hours in a day and/or forty (40) hours in a week and
8 Defendant's failed to accurately calculate overtime pay to Plaintiff Sharpe-Hasten and Aggrieved
9 Employees.

10 56. Accordingly, Defendants owe Plaintiffs and Aggrieved Employees minimum and
11 overtime wages, and have failed to pay Plaintiffs and Aggrieved Employees their wages owed.

12 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

13 57. Pursuant to Labor Code §512, no employer shall employ an employee for a work
14 period of more than five (5) hours without providing a meal break of not less than thirty (30)
15 minutes in which the employee is relieved of all of his or her duties. An employer may not
16 employ an employee for a work period of more than ten (10) hours per day without providing the
17 employee with a second meal period of not less than thirty (30) minutes, except that if the total
18 hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual
19 consent of the employer and the employee only if the first meal period was not waived.

20 58. Pursuant to the IWC wage orders applicable to Plaintiffs and Aggrieved
21 Employees' employment by Defendants, in order for an "on duty" meal period to be permissible,
22 the nature of the work of the employee must prevent an employee from being relieved of all duties
23 relating to his or her work for the employer and the employees must consent in writing to the "on
24 duty" meal period.

25 59. On information and belief, Plaintiffs and Aggrieved Employees did not consent in
26 writing to an "on duty" meal period. Further, the nature of the work of Plaintiffs and Aggrieved
27 Employees was not such that they were prevented from being relieved of all duties. Despite the
28 requirements of the IWC wage orders applicable to Plaintiffs' and Aggrieved Employees'

1 employment by Defendants and Labor Code §512 and §226.7, Defendants did not provide
2 Plaintiffs and Aggrieved Employees with all their statutorily authorized meal periods.

3 60. For the four (4) years preceding the filing of this lawsuit, Defendants failed to
4 provide Plaintiffs and Aggrieved Employees, timely and uninterrupted meal periods of not less
5 than thirty (30) minutes pursuant to the IWC wage orders applicable to Plaintiffs and Aggrieved
6 Employees' employment by Defendants. As a proximate result of the aforementioned violations,
7 Plaintiffs and the other Aggrieved Employees have been damaged in an amount according to proof
8 at time of trial.

9 61. By their failure to provide a compliant meal period for each shift worked over five
10 (5) hours and their failure to provide a compliant second meal period for any shift worked over ten
11 (10) hours per day by Plaintiffs and the Aggrieved Employees, and by failing to provide
12 compensation in lieu of such non-provided meal periods, as alleged above, Defendants violated
13 the provisions of Labor Code sections 226.7 and 512 and applicable IWC Wage Orders.

14 62. Plaintiffs and the Aggrieved Employees Plaintiffs seeks to represent did not
15 voluntarily or willfully waive meal periods and were regularly required to work shifts without
16 being provided all of their legally required meal periods. Defendants created a working
17 environment in which Plaintiffs and Aggrieved Employees were not provided all of their meal
18 periods due to shift scheduling and/or work related demands placed upon them by Defendants as
19 well as a lack of sufficient staffing to meet the needs of Defendants' business as discussed above.
20 On information and belief, Defendants' implemented a policy and practice which resulted in
21 systematic and companywide violations of the Labor Code. On information and belief,
22 Defendants' violations have been widespread throughout the liability period and will be evidenced
23 by Defendants' time records for the Aggrieved Employees.

24 **FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF**

25 63. Pursuant to the IWC wage orders applicable to Plaintiffs and Aggrieved
26 Employees' employment by Defendants, "Every employer shall authorize and permit all
27 employees to take rest periods, which insofar as practicable shall be in the middle of each work
28 period.... [The] authorized rest period time shall be based on the total hours worked daily at the

1 rate of ten (10) minutes net rest time per four (4) hours worked or major fraction thereof...
2 Authorized rest period time shall be counted as hours worked, for which there shall be no
3 deduction from wages.” Labor Code §226.7(a) prohibits an employer from requiring any
4 employee to work during any rest period mandated by an applicable order of the IWC.

5 64. Defendants were required to authorize and permit employees such as Plaintiffs and
6 Aggrieved Employees to take rest periods, based upon the total hours worked at a rate of ten (10)
7 minutes net rest per four (4) hours worked, or major fraction thereof, with no deduction from
8 wages. Despite said requirements of the IWC wage orders applicable to Plaintiffs’ and Aggrieved
9 Employees’ employment by Defendants, Defendants failed and refused to authorize and permit
10 Plaintiffs and Aggrieved Employees, to take ten (10) minute rest periods for every four (4) hours
11 worked, or major fraction thereof.

12 65. On information and belief Defendants created a working environment in which
13 Plaintiffs and Aggrieved Employees were not provided all of their rest periods due to shift
14 scheduling and/or work related demands placed upon them by Defendants as well as a lack of
15 sufficient staffing to meet the needs of Defendants’ business as discussed above. On information
16 and belief, Defendants implemented a policy and practice which resulted in systematic and
17 companywide violations of the Labor Code. On information and belief, Defendants’ violations
18 have been widespread throughout the liability period.

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

20 66. Section 226(a) of the California Labor Code requires Defendants to itemize in wage
21 statements all deductions from payment of wages and to accurately report total hours worked by
22 Plaintiffs and Aggrieved Employees including applicable hourly rates and reimbursement
23 expenses among other things. Defendants have knowingly and intentionally failed to comply with
24 Labor Code section 226 and 204 on wage statements that have been provided to Plaintiffs and
25 Aggrieved Employees.

26 67. IWC Wage Orders require Defendants to maintain time records showing, among
27 others, when the employee begins and ends each work period, meal periods, split shift intervals
28 and total daily hours worked in an itemized wage statement, and must show all deductions and

1 reimbursements from payment of wages, and accurately report total hours worked by Plaintiffs
2 and Aggrieved Employees. On information and belief, Defendants have failed to record all or
3 some of the items delineated in Industrial Wage Orders and Labor Code §226.

4 68. Defendants have failed to accurately record all time worked.

5 69. Defendants have also failed to accurately record the meal and rest period premiums
6 owed and all wages owed per pay period.

7 70. Plaintiffs and Aggrieved Employees have been injured as they were unable to
8 determine whether they had been paid correctly for all hours worked per pay period among other
9 things.

10 71. Pursuant to Labor Code section 226, Plaintiffs and Aggrieved Employees are
11 entitled up to a maximum of \$4,000 each for record keeping violations.

12 72. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
13 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
14 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
15 for each violation in a subsequent citation, for which the employer fails to provide the employee a
16 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

17 **FAILURE TO TIMELY PAY WAGES UPON SEPARATION**

18 73. Plaintiffs incorporate and re-alleges each and every allegation contained above as
19 though fully set forth herein.

20 74. California Labor Code §§ 201-202 requires an employer who discharges an
21 employee to pay compensation due and owing to said employee immediately upon discharge and
22 that if an employee voluntarily leaves his or her employment, his or her wages shall become due
23 and payable not later than seventy-two (72) hours thereafter, unless the employee has given
24 seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee
25 is entitled to his or her wages on their last day of work.

26 75. California Labor Code § 203 provides that if an employer willfully fails to pay
27 compensation promptly upon discharge, as required by California Labor Code §§ 201-202, the
28 employer is liable for waiting time penalties in the form of continued compensation for up to

thirty (30) work days.

76. During the relevant time period, Defendants willfully failed and refused, and continue to willfully fail and refuse, to pay Plaintiffs and Aggrieved Employees their wages, earned and unpaid, including premium wages for meal and rest periods either at the time of discharge, or within seventy-two (72) hours of their voluntarily leaving Defendants' employ.

77. As a result, Defendants are liable to Plaintiffs and members of the Non-Exempt Employee class for waiting time penalties pursuant to California Labor Code § 203, in an amount according to proof at the time of trial

FAILURE TO MAINTAIN ACCURATE RECORDS

78. Additionally, Defendants have no accurate records relating to aggrieved employees' work periods, meal periods, total daily hours worked, total hours worked per payroll period and applicable pay rates, in violation of applicable Wage Orders. Similarly, Defendants failed to maintain accurate records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

PRAYER FOR RELIEF

As a result of Defendants' unlawful conduct and pursuant to Labor Code section 2699(a) Plaintiffs and Aggrieved Employees are entitled to civil penalties for which Defendants are liable due to numerous Labor Code violations as set forth in this Complaint, including without limitation Labor Code sections 201-203, 510, 512, 558, 226, 226.7, 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, and, 2698 *et seq.*, applicable IWC Wage Orders and California Code of Regulations, Title 8, section 11000 *et. seq.*

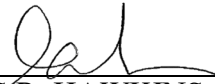
WHEREFORE, Plaintiffs prays for judgment against Defendants, as follows:

1. For penalties according to proof, pursuant to Labor Code §§ 2698 *et seq.*;
2. For reasonable attorneys' fees and costs; and
3. For such other and further relief as the Court deems proper.

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Dated: March 11, 2025

JAMES HAWKINS APLC

By: 
JAMES R. HAWKINS, ESQ.
GREGORY MAURO, ESQ.
MICHAEL CALVO, ESQ.
LAUREN FALK, ESQ.
AVA ISSARY, ESQ.

Attorneys for Plaintiffs JESUS FLORES and
ARMONEE SHARPE-HASTEN on behalf of
the general public as private attorney generals

EXHIBIT A

JAMES *JH* HAWKINS

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TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

January 3, 2025

Via LWDA Website

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Ste 801
Oakland, CA 94612
<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

ANGEL CITY BELL LLC dba TACO BELL
Agent for Service of Process: AMANDA GARCIA
330 N BRAND BLVD
GLENDALE, CA 91203
Receipt No. 9589 0710 5270 2388 9476 60

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

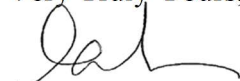
To Whom It May Concern:

PLEASE TAKE NOTICE that plaintiffs JESUS FLORES and ARMONEE SHARPE-HASTEN individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiffs hereby give written notice by certified mail to the Labor and Workforce Development Agency, ANGEL CITY BELL LLC dba TACO BELL, through its Agents for Service of Process.

Plaintiffs hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the San Bernardino County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiffs alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims. Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,



Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint