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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

EDGAR GONZALEZ, BERNARDO DUBON,
and FRANCHESKA SILVA as aggrieved
employees, and on behalf of all other aggrieved
employees under the Labor Code Private
Attorneys' General Act of 2004,

Plaintiffs,

v.

NOWHERE BEVERLY HILLS LLC, a
California limited liability company;
NOWHERE CALABASAS, LLC, a California
limited liability company; NOWHERE
CULVER CITY, LLC, a California limited
liability company; NOWHERE
COMMISSARY, LLC, a California limited
liability company; NOWHERE HOLDCO, LLC,
a California limited liability company;
NOWHERE PALISADES, LLC, a California
limited liability company; NOWHERE
PARTNERS, LLC, a California limited liability
company; NOWHERE SANTA MONICA,
LLC, a California limited liability company;
NOWHERE CALIFORNIA, LLC formerly
known as NOWHERE SILVER LAKE, LLC, a
California limited liability company;
NOWHERE VENICE, LLC, a California limited
liability company; NOWHERE PASADENA,
LLC, a California limited liability company;
NOWHERE STUDIO CITY, LLC, a California
limited liability company; MODERN HR, INC.,
a California corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 22STCV26746

[Assigned for all purposes to the Hon. Timothy
Patrick Dillon, in Dept.73]

REPRESENTATIVE ACTION

**FIRST AMENDED COMPLAINT UNDER
THE LABOR CODE PRIVATE
ATTORNEYS' GENERAL ACT OF 2004
FOR CIVIL PENALTIES UNDER LABOR
CODE SECTIONS 210, 226.3, 558, 1174.5,
1197.1 and 2699**

DEMAND FOR JURY TRIAL

[Amount in Controversy Greater Than
\$25,000.00]

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6 Attorneys for Plaintiffs, EDGAR GONZALEZ,
BERNARDO DUBON, and FRANCHESKA SILVA
7 as aggrieved employees, and on behalf of all other
aggrieved employees
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COMES NOW plaintiffs Edgar Gonzalez (“Plaintiff Gonzalez”), Bernardo Dubon (“Plaintiff Dubon”), and Francheska Silva (“Plaintiff Silva” and collectively, “Plaintiffs”), as aggrieved employees, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of 2004, and alleges as follows:

JURISDICTION AND VENUE

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against NOWHERE BEVERLY HILLS LLC (“NOWHERE BEVERLY HILLS”); NOWHERE CALABASAS, LLC (“NOWHERE CALABASAS”); NOWHERE CULVER CITY, LLC (“NOWHERE CULVER CITY”); NOWHERE COMMISSARY, LLC (“NOWHERE COMMISSARY”); NOWHERE HOLDCO, LLC (“NOWHERE HOLDCO”); NOWHERE PALISADES, LLC (“NOWHERE PALISADES”); NOWHERE PARTNERS, LLC (“NOWHERE PARTNERS”); NOWHERE SANTA MONICA, LLC (“NOWHERE SANTA MONICA”); NOWHERE CALIFORNIA, LLC formerly known as NOWHERE SILVER LAKE, LLC (“NOWHERE SILVER LAKE”); NOWHERE VENICE, LLC (“NOWHERE VENICE”); NOWHERE PASADENA, LLC (“NOWHERE PASADENA”); NOWHERE STUDIO CITY, LLC (“NOWHERE STUDIO CITY”); MODERN HR, INC., and any of their respective subsidiaries or affiliated companies within the State of California (“MODERN HR” and, with DOES 1 through 100, as further defined below, “Defendants”), as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiffs and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 227.3, Labor Code section 246, *et seq.*, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

2. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

1 3. Venue is proper in Los Angeles County, California pursuant to Code of Civil
2 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
3 causes of action complained of herein arose; the county in which the employment relationship
4 began; the county in which performance of the employment contract, or part of it, between Plaintiffs,
5 or some of them, and Defendants was due to be performed; the county in which the employment
6 contract, or part of it, between Plaintiffs and Defendants was actually performed; and the county in
7 which Defendants, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct
8 effect on Plaintiffs and Aggrieved Employees in Los Angeles County, and because Defendants
9 employ numerous Aggrieved Employees in Los Angeles County.

10 4. Plaintiffs are “aggrieved employees” under PAGA, as Plaintiffs were employed by
11 Defendants during the applicable statutory period and suffered one or more of the Labor Code
12 violations set forth herein. Accordingly, Plaintiffs seeks to recover civil penalties, as the term “civil
13 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
14 Private Attorneys General Act of 2004, codified at Labor Code section 2698, et seq. (“PAGA”) plus
15 reasonable attorneys’ fees and costs, for Plaintiffs and all other aggrieved current and former
16 employees of Defendants during the Civil Penalty Period.

17 5. Specifically, Plaintiffs seek to recover PAGA civil penalties through a representative
18 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
19 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
20 PAGA allegations described herein is not required.

21 6. During the period beginning one (1) year preceding the provision of notice to the
22 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
23 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226,
24 226.3, 226.7, 227.3, 232, 232.5, 246, et seq., 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197,
25 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others.

26 7. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
27 such as Plaintiffs, on behalf of Plaintiffs and all other aggrieved current and former employees
28

1 within the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
2 specified in Labor Code section 2699.3.

3 8. On or around June 1, 2022, Plaintiff Gonzalez provided written notice pursuant to
4 Labor Code section 2699.3 online and by certified mail, with return receipt requested, of
5 Defendants' violation of various, including the herein-described, provisions of the Labor Code, to
6 the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of
7 them.

8 9. On or around June 22, 2023, Plaintiff Silva provided written notice by online
9 submission to the LWDA and by U.S. Certified Mail to Defendants NOWHERE BEVERLY
10 HILLS, NOWHERE CALABASAS, NOWHERE CULVER CITY, NOWHERE COMMISSARY,
11 NOWHERE HOLDCO, NOWHERE PALISADES, NOWHERE PARTNERS, NOWHERE
12 SANTA MONICA, NOWHERE SILVER LAKE, and NOWHERE VENICE of the specific
13 provisions of the California Labor Code alleged to have been violated, including the facts and
14 theories to support the alleged violations.

15 10. On or around October 3, 2023, Plaintiff Dubon provided written notice by online
16 submission to the LWDA and by U.S. Certified Mail to Defendants NOWHERE BEVERLY
17 HILLS, NOWHERE CALABASAS, NOWHERE CULVER CITY, NOWHERE COMMISSARY,
18 NOWHERE HOLDCO, NOWHERE PALISADES, NOWHERE PARTNERS, NOWHERE
19 SANTA MONICA, NOWHERE SILVER LAKE, NOWHERE VENICE, and MODERN HR of the
20 specific provisions of the California Labor Code alleged to have been violated, including the facts
21 and theories to support the alleged violations.

22 11. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
23 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
24 calendar days of the June 1, 2022, June 22, 2023, or October 3, 2023, postmarked dates of the herein-
25 described notices sent by Plaintiffs to the LWDA and Defendants.

26 **PAGA REPRESENTATIVE ALLEGATIONS**

27 12. At all relevant times mentioned herein, Defendants had and have a policy or practice
28 of failing to pay overtime wages to Plaintiffs and other Aggrieved Employees in the State of

1 California in violation of California state wage and hour laws as a result of, without limitation,
2 Plaintiffs and other Aggrieved Employees working over eight (8) hours per day, forty (40) hours
3 per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime
4 wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually
5 worked; engaging, suffering, or permitting employees to work off the clock, including, without
6 limitation, by requiring employees: to remain on-call, to suffer under Defendants' control to
7 complete pre-shift tasks before clocking in and post-shift tasks after clocking out (including
8 answering calls from dispatch and others), to clock out for meal periods and continue working, to
9 don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the
10 clock, to make phone calls or drive off the clock and/or go through security screenings and/or
11 temperature checks off the clock; failing to include all forms of remuneration, including non-
12 discretionary bonuses, incentive pay, meal allowances, and other forms of remuneration into the
13 regular rate of pay for the pay periods where overtime was worked and the additional compensation
14 was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee
15 time entries, editing and/or manipulation of time entries to show less hours than actually worked,
16 and for paying straight pay instead of overtime pay, to the detriment of Plaintiffs and other
17 Aggrieved Employees.

18 13. At all relevant times mentioned herein, Defendants had and have a practice or policy
19 of failing to compensate Plaintiffs and other Aggrieved Employees with minimum wages for all
20 hours worked or otherwise under Defendants' control as a result of, without limitation, failing to
21 accurately track and/or pay for all minutes actually worked; by requiring employees: to remain on-
22 call; to suffer under Defendants' control due to long lines for clocking in, to complete pre-shift tasks
23 before clocking in and post-shift tasks after clocking out (including answering calls from dispatch
24 and others), to clock out for meal periods and continue working, to don and doff uniforms and/or
25 safety equipment off the clock, to attend company meetings off the clock, to make phone calls or
26 drive off the clock; detrimental rounding of employee time entries, editing and/or manipulation of
27 time entries to show less hours than actually worked; failing to pay reporting time pay; paid time
28 off and vacation time owed and failing to pay split shift premiums to the detriment of Plaintiffs and

1 other Aggrieved Employees. In addition, Employee and other aggrieved employees were required
2 to report to work, and did report, but were not put to work and/or were furnished less than half their
3 usual or scheduled day's work without being paid for half the usual or scheduled work at their
4 regular rate of pay to the detriment of Plaintiffs and other Aggrieved Employees.

5 14. At all relevant times mentioned herein, Defendants had and have a policy or practice
6 of failing to provide Plaintiffs and other Aggrieved Employees a thirty (30) minute uninterrupted,
7 timely, and complete meal period for days on which the employee worked in excess of five (5) and
8 ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal
9 periods or compensation in lieu thereof including, without limitation, by interrupting meal periods;
10 not providing timely meal periods; failing to provide first and second meal periods; providing short
11 meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal
12 periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal
13 periods; and/or auto-deducting meal periods that could not be auto-deducted by law or during which
14 employees worked, as required by California wage and hour laws.

15 15. At all relevant times mentioned herein, Defendants had and have a policy or practice
16 of failing to provide Plaintiffs and other Aggrieved Employees paid, uninterrupted, timely, and
17 complete rest periods of at least ten (10) minutes per four (4) hours worked or major fractions
18 thereof, or compensation in lieu thereof, including, without limitation, by failing to provide rest
19 periods all together; requiring that they be bundled together and/or with meal periods; interrupting
20 them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not
21 providing them in a timely fashion; and not permitting employees to leave the premises; and/or
22 otherwise requiring on-duty/on-call rest periods as required by California wage and hour laws.

23 16. At all relevant times mentioned herein, Defendants had and have a policy or practice
24 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
25 Plaintiffs and other Aggrieved Employees with itemized wage statements that accurately reflect
26 gross wages earned; total hours worked by the employee; net wages earned; all deductions; all
27 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
28 at each hourly rate by the employee; the legal name of the employer and/or the name and address of

1 the legal entity securing the employer's services if the employer is a farm labor contractor; and other
2 such information as required by Labor Code section 226, subdivision (a).

3 17. At all relevant times mentioned herein, Defendants had and have a policy or practice
4 of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish
5 Plaintiffs and other Aggrieved Employees with documents signed to obtain or hold employment
6 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
7 under Labor Code section 1174, making it difficult for Plaintiffs and other Aggrieved Employees to
8 calculate their unpaid wages and/or premium payments, to the detriment of Plaintiffs and other
9 Aggrieved Employees.

10 18. At all relevant times mentioned herein, Defendants had and have a policy or practice
11 of failing to timely pay Plaintiffs and other Aggrieved Employees, among other wages, all wages
12 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
13 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
14 Code sections 201, 202, and 203.

15 19. At all relevant times herein, Defendants had and have a policy or practice of failing
16 to pay Plaintiffs and Aggrieved Employees their paid time off and vacation time owed upon
17 separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3
18 and applicable Wage Orders.

19 20. At all relevant times mentioned herein, Defendants have had a policy or practice of
20 failing and refusing, and continue to fail and refuse, to reimburse employees, including, without
21 limitation, Plaintiffs and other Aggrieved Employees, with their costs incurred for driving personal
22 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
23 separately laundering mandatory uniforms, for the purchase of tools and safety equipment (including
24 work boots to handle oil), for the purchase and maintenance of cellular phones and cellular phone
25 plans in direct consequence of the discharge of their duties, or of their obedience to the directions
26 of Defendants, as required by Labor Code 2802.

27 21. At all relevant times mentioned herein, Defendants have had a policy or practice of
28 failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft

1 Protection Act of 2011) by, among other things, failing to provide Plaintiffs and other Aggrieved
2 Employees with the rates of pay and overtime rates of pay applicable to their employment;
3 allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the
4 name, address, and telephone number of the workers' compensation insurance carrier; information
5 regarding paid sick leave; and other pertinent information required to be disclosed by Defendants
6 under Labor Code section 2810.5.

7 22. At all relevant times mentioned herein, Defendants failed to provide Plaintiffs and
8 other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to
9 California law (including, without limitation Labor Code section 246, *et seq.*), and also did not
10 permit its use upon request as contemplated under California laws, to the detriment of Plaintiffs and
11 all other Aggrieved Employees.

12 23. At all relevant times mentioned herein, Defendants have had a policy or practice of
13 failing to pay Plaintiffs and Aggrieved Employees their wages in accordance with Labor Code
14 Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of
15 any calendar month shall be paid for between the 16th and 26th day of the month during which the
16 labor was performed, and labor performed between the 16th and the last day, inclusive of any
17 calendar month, shall be paid for between the 1st and 10th day of the following month."

18 24. At all relevant times mentioned herein, Defendants had and have a policy or practice
19 of preventing Plaintiffs and/or Aggrieved Employees from using or disclosing the skills, knowledge
20 and experience they obtained at Defendants for purposes of competing with Defendants, including,
21 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
22 a prospective employer, and from disclosing who else works at Defendants and under what
23 circumstances that they might be receptive to an offer from a rival employer. Plaintiffs are informed
24 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
25 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
26 Code sections 232, 232.5, and 1197.5, subdivision (k).

27 25. Defendants had and have a policy or practice of preventing Plaintiffs and/or other
28 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants

1 to their managers or outside to private attorneys or government officials, among others, in violation
2 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
3 1102.5. In addition, Plaintiffs are informed and believes that Defendants' herein-described policies
4 and/or practices prevent Plaintiffs and/or other Aggrieved Employees from disclosing information
5 about unsafe or discriminatory working conditions, or about wage and hour violations in violation
6 of Labor Code section 232 and 232.5.

7 26. Defendants had and have a policy or practice of preventing Plaintiffs and/or other
8 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state
9 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,
10 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
11 subdivision (k). Plaintiffs are informed and believes that this lawful conduct includes the exercise
12 of Plaintiffs' and/or other Aggrieved Employee's constitutional rights of freedom of speech and
13 economic liberty.

14 27. Plaintiffs, in Plaintiffs' representative capacity, seeks civil penalties under Labor
15 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
16 the California Labor Code as described above, including on behalf of Plaintiffs and other Aggrieved
17 Employees pursuant to PAGA.

18 **PARTIES**

19 **A. Plaintiffs**

20 28. Plaintiff Gonzalez is a resident of the State of California. At all relevant times herein,
21 Plaintiff Gonzalez is informed and believes, and based thereon alleges that Defendants employed
22 Plaintiff Gonzalez as a non-exempt employee, with duties that included, but were not limited to,
23 stocking the floor with products, checking expiration dates, and inspecting products. Plaintiff
24 Gonzalez is informed and believes that he worked for Defendants from approximately May 25, 2021
25 through approximately November 21, 2021.

26 29. Plaintiff Dubon is a resident of the State of California. At all relevant times herein,
27 Plaintiff Dubon is informed and believes, and based thereon alleges that Defendants employed
28 Plaintiff Dubon as a non-exempt Cashier, with duties that included, but were not limited to, handling

1 transactions, making sales for store memberships, general upkeep of the front of the store, and
2 greeting guests. Plaintiff Dubon is informed and believes that he worked for Defendants from
3 approximately August 2022 through approximately December 2022.

4 30. Plaintiff Silva is a resident of the State of California. At all relevant times herein,
5 Plaintiff Silva is informed and believes, and based thereon alleges that Defendants employed
6 Plaintiff Silva as a non-exempt Café Supervisor, with duties that included, but were not limited to,
7 checking floors, checking merchandise dates of expiration, checking kitchen preparation list,
8 loading and opening deli stations, and preparing the salad bar. Plaintiff Silva is informed and
9 believes that she worked for Defendants from approximately August 2019 through approximately
10 May 2023.

11 **B. Defendants**

12 31. Plaintiffs are informed and believes and based thereon alleges that defendant
13 NOWHERE BEVERLY HILLS LLC, a California limited liability company; NOWHERE
14 CALABASAS, LLC, a California limited liability company; NOWHERE CULVER CITY, LLC, a
15 California limited liability company; NOWHERE COMMISSARY, LLC, a California limited
16 liability company; NOWHERE HOLDCO, LLC, a California limited liability company;
17 NOWHERE PALISADES, LLC, a California limited liability company; NOWHERE PARTNERS,
18 LLC, a California limited liability company; NOWHERE SANTA MONICA, LLC, a California
19 limited liability company; NOWHERE CALIFORNIA, LLC, formerly known as, NOWHERE
20 SILVER LAKE, LLC, a California limited liability company; NOWHERE VENICE, LLC, a
21 California limited liability company; NOWHERE PASADENA, LLC, a California limited liability
22 company; NOWHERE STUDIO CITY, LLC, a California limited liability company; MODERN
23 HR, INC., a California corporation are, and at all times relevant hereto were, limited liability
24 companies organized and existing under and by virtue of the laws of the State of California and
25 doing business in the County of Los Angeles, State of California.

26 32. The true names and capacities, whether individual, corporate, associate, or otherwise,
27 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs,
28 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.

1 Plaintiffs are informed and believes and based thereon alleges that each of the defendants designated
2 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
3 Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities
4 of the defendants designated hereinafter as DOES when such identities become known. Plaintiffs
5 are informed and believes, and based thereon alleges, that each defendant acted in all respects
6 pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme, business
7 plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable
8 to the other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it
9 shall include NOWHERE BEVERLY HILLS LLC, a California limited liability company;
10 NOWHERE CALABASAS, LLC, a California limited liability company; NOWHERE CULVER
11 CITY, LLC, a California limited liability company; NOWHERE COMMISSARY, LLC, a
12 California limited liability company; NOWHERE HOLDCO, LLC, a California limited liability
13 company; NOWHERE PALISADES, LLC, a California limited liability company; NOWHERE
14 PARTNERS, LLC, a California limited liability company; NOWHERE SANTA MONICA, LLC,
15 a California limited liability company; NOWHERE CALIFORNIA, LLC, formerly known as,
16 NOWHERE SILVER LAKE, LLC, a California limited liability company; NOWHERE VENICE,
17 LLC, a California limited liability company; NOWHERE PASADENA, LLC, a California limited
18 liability company; NOWHERE STUDIO CITY, LLC, a California limited liability company;
19 MODERN HR, INC., a California corporation, and any of their parent, subsidiary, or affiliated
20 companies within the State of California, as well as DOES 1 through 100 identified herein.

21 **JOINT LIABILITY ALLEGATIONS**

22 33. Plaintiffs are informed and believes, and based thereon alleges, that at all times
23 mentioned herein, each of the defendants was the agent, principal, employee, employer,
24 representative, joint venture or co-conspirator of each of the other defendants, either actually or
25 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
26 employment, joint venture, and conspiracy.

27 34. All of the acts and conduct described herein of each and every corporate defendant
28 was duly authorized, ordered, and directed by the respective and collective defendant corporate

1 employers, and the officers and management-level employees of said corporate employers. In
2 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
3 their said employees, agents, and representatives, and each of them; and upon completion of the
4 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
5 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
6 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
7 aforementioned corporate employees, agents and representatives.

8 35. Plaintiffs are informed and believes, and based thereon alleges, that despite the
9 formation of the purported corporate existence of NOWHERE BEVERLY HILLS LLC, a California
10 limited liability company; NOWHERE CALABASAS, LLC, a California limited liability company;
11 NOWHERE CULVER CITY, LLC, a California limited liability company; NOWHERE
12 COMMISSARY, LLC, a California limited liability company; NOWHERE HOLDCO, LLC, a
13 California limited liability company; NOWHERE PALISADES, LLC, a California limited liability
14 company; NOWHERE PARTNERS, LLC, a California limited liability company; NOWHERE
15 SANTA MONICA, LLC, a California limited liability company; NOWHERE CALFORNIA, LLC,
16 formerly known as NOWHERE SILVER LAKE, LLC, a California limited liability company;
17 NOWHERE VENICE, LLC, a California limited liability company; NOWHERE PASADENA,
18 LLC, a California limited liability company; NOWHERE STUDIO CITY, LLC, a California limited
19 liability company; MODERN HR, INC., a California corporation, and DOES 1 through 50, inclusive
20 (the “Alter Ego Defendants”), they, and each of them, are one and the same with DOES 51 through
21 100 (“Individual Defendants”), and each of them, due to, but not limited to, the following reasons:

22 a. The Alter Ego Defendants are completely dominated and controlled by the
23 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
24 as set forth in this Complaint, and who have hidden and currently hide behind the Alter Ego
25 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
26 inequitable purpose;

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1 b. The Individual Defendants derive actual and significant monetary benefits by
2 and through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego Defendants as
3 the funding source for the Individual Defendants' own personal expenditures;

4 c. Plaintiffs are informed and believes, and thereon alleges, that the Individual
5 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear
6 as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
7 accomplishing some other wrongful or inequitable purpose;

8 d. Plaintiffs are informed and believes, and thereon alleges, that the business affairs
9 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned
10 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
11 are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein
12 were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of
13 their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
14 herein were, the alter egos of the Individual Defendants;

15 e. The recognition of the separate existence of the Individual Defendants from
16 the Alter Ego Defendants would promote injustice insofar that it would permit these defendants to
17 insulate themselves from liability to Plaintiffs for violations to the Civil Code, Government Code,
18 and other statutory violations. The corporate existence of these defendants should thus be
19 disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud
20 and injustice to Plaintiffs herein;

21 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the
22 Individual Defendants (and vice versa), and the fiction of their separate corporate existence must be
23 disregarded.

24 36. As a result of the aforementioned facts, Plaintiffs are informed and believes, and
25 based thereon alleges that Defendants, and each of them, are joint employers.

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1 **FIRST CAUSE OF ACTION**

2 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

3 37. Plaintiffs re-alleges and incorporates by reference all of the allegations set forth in
4 the preceding paragraphs as though fully set forth hereat.

5 **Civil Penalties Under Labor Code § 210**

6 38. At all relevant times herein, Labor Code section 204, requires and required that:
7 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
8 between the 16th and 26th day of the month during which the labor was performed, and labor
9 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
10 between the 1st and 10th day of the following month.”

11 39. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
12 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
13 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
14 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
15 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
16 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
17 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

18 40. At all relevant times herein, Defendants have had a consistent policy or practice of
19 failing to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as
20 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiffs and other
21 Aggrieved Employees are entitled to recover civil penalties for Defendants’ violations of Labor
22 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
23 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee
24 for each subsequent violation in connection with each payment that was made in violation of Labor
25 Code section 204.

26 **Civil Penalties Under Labor Code § 226.3**

27 41. Defendants had and have a policy or practice of failing to comply with Labor Code
28 section 226, subdivision (a) by intentionally failing to furnish Plaintiffs and Aggrieved Employees

1 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
2 wages earned; the name and address of each employer with whom they have been placed to work;
3 all applicable hourly rates in effect during the pay period and the corresponding number of hours
4 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
5 entity securing the employer's services if the employer is a farm labor contractor; and other such
6 information as required by Labor Code section 226, subdivision (a).

7 42. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a)
8 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
9 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
10 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
11 deduction statement or fails to keep the records required in subdivision (a) of Section 226."

12 43. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in
13 this section are in addition to any other penalty provided by law."

14 44. Plaintiffs are informed and believes, and based thereon alleges, that Defendants had
15 and have a policy or practice of failing to furnish non-exempt employees, including, without
16 limitation, Plaintiffs, with itemized wage statements that accurately reflect gross wages earned; total
17 hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the
18 corresponding number of hours worked at each hourly rate in effect during the pay period; the legal
19 name of the employer and/or the name and address of the legal entity securing the employer's services
20 if the employer is a farm labor contractor; and other such information as required by Labor Code
21 section 226, subdivision (a).

22 45. Pursuant to Labor Code section 226.3, Plaintiffs and other Aggrieved Employees are
23 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
24 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
25 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
26 period for each subsequent violation.

27 ///

28 ///

1 Violation of Labor Code § 558

2 46. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
3 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
4 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
5 penalty as follows:

6 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
7 pay period for which the employee was underpaid in addition to an amount sufficient
8 to recover underpaid wages;

9 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
10 employee for each pay period for which the employee was underpaid in addition to
11 an amount sufficient to recover underpaid wages;

12 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

13 47. Plaintiffs are informed and believes, and based thereon allege, that Defendants, and
14 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
15 causing Plaintiffs and other Aggrieved Employees not to: be paid with the rates of pay and overtime
16 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
17 regular payday designated by employer, the name of the employer, including any “doing business
18 as” names used, the name, address, and telephone number of the workers’ compensation insurance
19 carrier, information regarding paid sick leave, and other pertinent information.

20 48. As a direct and proximate result of the herein-described Labor Code violations,
21 pursuant to Labor Code section 558, Plaintiffs and other Aggrieved Employees are entitled to
22 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty
23 dollars (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred
24 dollars (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

25 Violation of Labor Code § 1174.5

26 49. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
27 every person employing labor in California to “[a]llow any member of the commission or the
28 employees of the Division of Labor Standards Enforcement free access to the place of business or

1 employment of the person to secure any information or make any investigation that they are
2 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
3 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
4 or papers of the person.”

5 50. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
6 every person employing labor in California to “[k]eep a record showing the names and addresses of
7 all employees employed and the ages of all minors.”

8 51. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
9 every person employing labor in California to “[k]eep, at a central location in the state or at the
10 plants or establishments at which employees are employed, payroll records showing the hours
11 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
12 piece rate paid to, employees employed at the respective plants or establishments. These records
13 shall be kept in accordance with rules established for this purpose by the commission, but in any
14 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
15 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
16 earned.”

17 52. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
18 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
19 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
20 member of the commission or employees of the division to inspect records pursuant to subdivision
21 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

22 53. Plaintiffs are informed and believes, and based thereon alleges, that Defendants have
23 willfully failed to keep adequate or accurate time records including wage statements and similar
24 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
25 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
26 under Labor Code section 1174.

27 54. As a direct and proximate result of the herein-described Labor Code violations,
28 pursuant to Labor Code section 1174.5, Plaintiffs and other Aggrieved Employees are entitled to

1 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
2 hundred dollars (\$500) per violation per Aggrieved Employee.

3 Violation of Labor Code § 1197.1

4 55. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
5 person acting either individually or as an officer, agent, or employee of another person, who pays
6 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
7 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
8 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
9 Section 203 as follows:

- 10 (1) For any initial violation that is intentionally committed, one hundred dollars
11 (\$100) for each underpaid employee for each pay period for which the
12 employee is underpaid. This amount shall be in addition to an amount
13 sufficient to recover underpaid wages, liquidated damages pursuant to Section
14 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 15 (2) For each subsequent violation for the same specific offense, two hundred fifty
16 dollars (\$250) for each underpaid employee for each pay period for which the
17 employee is underpaid regardless of whether the initial violation is
18 intentionally committed. This amount shall be in addition to an amount
19 sufficient to recover underpaid wages, liquidated damages pursuant to Section
20 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 21 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
22 Section 203, recovered pursuant to this section shall be paid to the affected
23 employee."

24 56. Plaintiffs are informed and believes, and based thereon alleges, that Defendants
25 caused Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants,
26 without limitation, routinely failing to pay Plaintiffs or other Aggrieved Employees' minimum
27 wages for all hours worked or otherwise under Defendants' control due to, without limitation,
28 routinely failing to accurately track and/or pay for all hours actually worked; detrimental rounding

1 or manipulation of time entries; paying straight pay instead of overtime or otherwise failing to pay
2 overtime hours at the proper overtime rate of pay; engaging, suffering, or permitting employees to
3 work off the clock, entitling Plaintiffs and other aggrieved Employees to actual and liquidated
4 damages.

5 57. As a direct and proximate result of the herein-described Labor Code violations,
6 pursuant to Labor Code section 1197.1, Plaintiffs and other Aggrieved Employees are entitled to
7 recover civil penalties for Defendants' herein-described Labor Code violations in the amount one
8 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
9 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
10 subsequent violation.

11 Civil Penalties Under Labor Code § 2699

12 58. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
13 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
14 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
15 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
16 action brought by an aggrieved employee on behalf of himself or herself and other current or former
17 employees pursuant to the procedures specified in Labor Code section 2699.3.

18 59. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
19 Code except those for which a civil penalty is specifically provided, the established civil penalty for
20 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
21 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
22 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
23 employee per pay period for each subsequent violation.

24 60. Plaintiffs are informed and believes and based thereon alleges that Defendants, and
25 each of them, violated the Labor Code sections described herein, including, without limitation, for
26 the failure to: pay the rates of pay and overtime rates of pay applicable to their employment,
27 allowances claimed as part of the minimum wage, the regular payday designated by Defendants, the
28 name of the employer, including "doing business as" names used, the name, address, and telephone

1 number of the workers' compensation insurance carrier, information regarding paid sick leave, and
2 other pertinent information required to be disclosed by Defendants under Labor Code section
3 2810.5, failing to provide Plaintiffs and other Aggrieved Employees with the amount of paid sick
4 leave required to be provided pursuant to California and local laws.

5 61. Moreover, Plaintiffs and other Aggrieved Employees within the State of California
6 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
7 connection with their herein-described claims for civil penalties.

8 **REQUEST FOR JURY TRIAL**

9 62. Plaintiffs hereby request a trial by jury.

10 **PRAYER**

11 **WHEREFORE**, on behalf of Plaintiffs and Aggrieved Employees, Plaintiffs prays for
12 judgment against Defendants as follows:

- 13 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,
14 1197.1, and 2699;
- 15 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
16 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 17 C. Pre-judgment and post-judgment interest;
- 18 D. For costs of suit incurred herein; and
- 19 E. Such other and further relief as the Court deems just and proper.

20
21 Dated: July 17, 2025

BIBIYAN LAW GROUP, P.C.

22
23 BY: /s/ Brandon M. Chang

24 DAVID D. BIBIYAN

VEDANG J. PATEL

BRANDON M. CHANG

25 Attorneys for Plaintiffs EDGAR GONZALEZ,
26 BERNARDO DUBON, and FRANCHESKA
27 SILVA as aggrieved employees, and on behalf
28 of all other aggrieved employees

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen years and not a party to the within action; my business address is 1460 Westwood Boulevard, Los Angeles, CA 90024.

On July 17, 2025, I caused a true and correct copy of the foregoing document described as **JOINT STIPULATION FOR ORDER GRANTING PLAINTIFF LEAVE TO FILE A FIRST AMENDED COMPLAINT AND TO CONTINUE STATUS CONFERENCE; [PROPOSED] ORDER** to be served by electronic transmission to the below-referenced electronic email addresses as follows:

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 17, 2025, at Los Angeles, California.

/s/ Araceli Marquez

Araceli Marquez