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ASHLEY MARKLE

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

ASHLEY MARKLE, an individual, and on
behalf of all aggrieved employees

Plaintiff,

vs.

ROSE'S GARDEN BAR LLC, a California
corporation; ROSE NADALI, an individual;
and DOES 1 through 50 inclusive

Defendants.

Case No. 25STCV14885

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF;
ENFORCEMENT ACTION UNDER
THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA
LABOR CODE § 2698, ET SEQ:**

- 1. FAILURE TO PAY OVERTIME
COMPENSATION AND
LIQUIDATED DAMAGES (Lab.
Code, §§ 510, 1194, 1194.2, &
1198);**
- 2. FAILURE TO PAY MINIMUM
WAGES, SPLIT SHIFT
PREMIUMS, AND LIQUIDATED
DAMAGES (Lab. Code, §§ 1182.12,
1194; 1194.2; 1197; 1197.1; & 1198
and Cal. Code Regs., tit 8, § 11050);**
- 3. FAILURE TO PAY REPORTING
TIME WAGES AND
LIQUIDATED DAMAGES (Lab.
Code, § 1198 and Cal. Code. Regs.,
tit. 8, § 11050);**
- 4. FAILURE TO PROVIDE MEAL
PERIODS (Lab. Code, § 226.7
& 512, and Cal. Code Regs., tit. 8, §
11050);**
- 5. FAILURE TO PROVIDE REST
PERIODS (Lab. Code, §§ 226.7 &
512, and Cal. Code Regs. tit. 8, §
11050);**
- 6. FAILURE TO PROVIDE
ACCURATE WAGE**

- 1 STATEMENTS AND MAINTAIN
2 ACCURATE PAYROLL
3 RECORDS (Lab. Code, §§ 226,
4 subd. (a), 1174, subd. (d), & 1198);
5 7. FAILURE TO REIMBURSE
6 BUSINESS EXPENSES (Lab.
7 Code, §§ 2800 & 2802);
8 8. FAILURE TO PAY WAGES
9 UPON TERMINATION OF
10 EMPLOYMENT (Lab. Code, §
11 203);
12 9. VIOLATION OF LABOR CODE
13 SECTION 558;
14 10. UNFAIR COMPETITION (Bus. &
15 Prof. Code, §§ 17200 et seq.);
16 11. CIVIL PENALTIES FOR
17 VIOLATIONS OF THE
18 CALIFORNIA LABOR CODE,
19 PURSUANT TO THE PRIVATE
20 ATTORNEYS GENERAL ACT
21 (Lab. Code, §§ 2698, et seq.)

22 **DEMAND FOR A JURY TRIAL**

23 All allegations in this Complaint are based upon information and belief except for
24 those allegations which pertain to the named Plaintiff and her counsel. Each allegation has
25 evidentiary support, or is likely to have evidentiary support, after a reasonable opportunity
26 for further investigation and discovery.

27 **I.**

28 **JURISDICTION AND VENUE**

1. The Court has jurisdiction over this Complaint under Code of Civil
Procedure section 410.10. Plaintiff brings this complaint on her own behalf, on behalf of all
aggrieved employees, and the State of California.

2. Venue is proper in the court under Code of Civil Procedure sections 395 and
395.5 because the claims made, and the Labor Code violations as against the persons
identified herein, occurred in the County of Los Angeles. Further, each of the Defendants
operated their businesses in the County of Los Angeles

3. The Private Attorney Generals Act ("PAGA") authorizes aggrieved

employees to sue directly as the proxy of the State of California for civil penalties for violations of various provisions in the California Labor Code.

II.

THE PARTIES

PLAINTIFF

4. ASHLEY MARKLE (referred to as “PLAINTIFF”) is, and at all material times mentioned was:

- (a) An individual who resides in the County of Los Angeles, California;
- (b) Jointly employed as an employee by ROSE’S GARDEN BAR LLC, a California corporation; ROSE NADALI, an individual; and DOES 1 through 50 inclusive (“DEFENDANTS”), from on or about November 27, 2022 to on or about November 22, 2024, as a server, bartender, and then “manager”;
- (c) Was not properly paid overtime wages for hours worked;
- (d) Was not properly paid minimum wages for hours worked;
- (e) Was not properly paid split shift premium wages, as required;
- (f) Was not properly paid reporting time wages, as required;
- (g) Did not receive compliant meal periods or meal-period premiums;
- (h) Did not receive compliant rest periods or rest-period premiums;
- (i) Did not receive accurate itemized wage statements;
- (j) Was not reimbursed for business expenses that she paid;
- (k) When terminated from her employment, was not paid for overtime wages owed, minimum wages owed, split shift wages owed, minimum shift wages owed, meal period wages owed, and rest period wages owed within the time limits prescribed by Labor Code section 201.

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1 **DEFENDANTS**

2 5. PLAINTIFF is informed and believes, and based upon that information and
3 belief alleges, that ROSE’S GARDEN BAR LLC, is, and at all times mentioned was:

- 4 (a) A California corporation authorized to conduct business, and actually
5 conducting business, in Los Angeles County, California;
- 6 (b) Along with ROSE NADALI, and DOES 1 through 50, inclusive, was
7 the former joint employer of PLAINTIFF, and all aggrieved
8 employees, as ROSE’S GARDEN BAR LLC, ROSE NADALI, and
9 DOES 1 through 50 controlled PLAINTIFF’s, and all aggrieved
10 employees’ wages, hours, working conditions, and how PLAINTIFF,
11 and all aggrieved employees were paid;
- 12 (c) Failed to properly pay PLAINTIFF, and all aggrieved employees
13 overtime pay, minimum wages, split shift premium wages, reporting
14 time wages, for missed meal periods, for missed rest periods, failed to
15 provide PLAINTIFF and all aggrieved employees with accurate
16 itemized wage statements, failed to reimburse business expenses
17 incurred by PLAINTIFF and all aggrieved employees in their course
18 and scope of employment, and failed to pay PLAINTIFF and all
19 aggrieved employees for wages due upon termination. Each of these
20 transgressions violated the CAL. LAB. CODE.

21 6. PLAINTIFF is informed and believes, and based upon that information and
22 belief alleges, that ROSE NADALI, is, and at all times mentioned was:

- 23 (a) An individual conducting business in Los Angeles County, California;
- 24 (b) The CEO and Manager of ROSE’S GARDEN BAR LLC;
- 25 (c) Along with ROSE’S GARDEN BAR LLC, and DOES 1 through 50,
26 inclusive, was the former joint employer of PLAINTIFF, and all
27 aggrieved employees, as ROSE’S GARDEN BAR LLC, ROSE
28 NADALI, and DOES 1 through 50 controlled PLAINTIFF’s, and all

aggrieved employees' wages, hours, working conditions, and how
PLAINTIFF, and all aggrieved employees were paid;

- (d) Failed to properly pay PLAINTIFF, and all aggrieved employees
overtime pay, minimum wages, split shift premium wages, reporting
time wages, for missed meal periods, for missed rest periods, failed to
provide PLAINTIFF and all aggrieved employees with accurate
itemized wage statements, failed to reimburse business expenses
incurred by PLAINTIFF and all aggrieved employees in their course
and scope of employment, and failed to pay PLAINTIFF and all
aggrieved employees for wages due upon termination. Each of these
transgressions violated the CAL. LAB. CODE.

7. ROSE'S GARDEN BAR LLC, ROSE NADALI, and DOES 1 through 50 are
collectively referred to as "DEFENDANTS" throughout this Complaint.

8. The true names and capacities, whether individual, corporate, subsidiary,
partnership, associate or otherwise of Defendant DOES 1 through 50, inclusive, are unknown to
the PLAINTIFF, who therefore sues these Defendants by those fictitious names under CAL. CIV.
PROC. § 474. PLAINTIFF will seek leave to amend the Complaint to allege the true names and
capacities of DOES 1 through 50, inclusive, when they are ascertained.

9. PLAINTIFF is informed and believes, and based upon that information and
belief alleges, that Defendant DOES 1 through 50 are persons, corporations or other entities
which reside in, or are otherwise doing business in the State of California. Each of the
Defendant DOES 1 through 50 was the managerial agent, employee, predecessor, successor,
joint-venturer, co-conspirator, alter ego and/or representative of one or more of the other
Defendants named herein, and acted with permission, authorization and/or ratification and
consent of other Defendants.

10. PLAINTIFF is informed and believes, and based upon that information and
belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,

1 inclusive, are responsible in some manner for one or more of the events and happenings that
2 proximately caused the injuries and damages hereinafter alleged.

3 11. PLAINTIFF is informed and believes, and based upon that information and
4 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
5 inclusive, are, and at all times mentioned herein were, the agents, servants, and/or employees of
6 each of the other Defendants, and that each Defendant was acting within the course of scope of
7 his, hers, or its authority as the agent, servant and/or employee of each of the other Defendants.
8 Consequently, all the Defendants are jointly and severally liable to PLAINTIFFS, and all
9 aggrieved employees for their damages sustained as a proximate result of Defendants' conduct.

10 12. PLAINTIFF is informed and believes, and based upon that information and
11 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
12 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
13 themselves and entered into a combination and systemized campaign of activity to *inter alia*
14 damage PLAINTIFF, and all aggrieved employees and to otherwise consciously and/or
15 recklessly act in derogation of PLAINTIFF's, and all aggrieved employees' rights, and the trust
16 reposed by PLAINTIFF, and all aggrieved employees in each of the Defendants, the acts being
17 negligently and/or intentionally inflicted. Their conspiracy, and Defendants' concerted actions,
18 were such that, to PLAINTIFF's information and belief, and to all appearances, Defendants
19 represented a unified body so that the actions of one Defendant were accomplished in concert
20 with, and with the knowledge, ratification, authorization and approval of each of the other
21 Defendants.

22 **ALTER-EGO ALLEGATIONS**

23 13. PLAINTIFF is informed and believes, and based upon that information and
24 belief alleges, that:

25 (a) ROSE'S GARDEN BAR LLC, and DOES 1 through 50, are, and at all
26 relevant times were, mere shells without capital, assets, stock or stockholders;

27 (b) Defendants ROSE'S GARDEN BAR LLC, and DOES 1 through 50 are, and
28 at all relevant times were, the alter ego of Defendants ROSE NADALI, and DOES 1

1 through 50, inclusive, and each of them, who were the controlling shareholders, officers,
2 and directors of ROSE’S GARDEN BAR LLC, and DOES 1 through 50;

3 (c) There is, and at all relevant times was, a unity of interest and/or ownership
4 between all of these Defendants so that any individuality or separateness between them has
5 ceased to exist in that ROSE’S GARDEN BAR LLC, and DOES 1 through 50, inclusive
6 were and are under their control and domination; and

7 (d) ROSE’S GARDEN BAR LLC, and DOES 1 through 50, inclusive are, and at
8 all relevant times were, completely controlled, dominated, managed and operated by ROSE
9 NADALI, and Defendants DOES 1 through 50, inclusive, and each of them, so that
10 ROSE’S GARDEN BAR LLC, and DOES 1 through 50 were mere shells, instrumentalities,
11 and/or conduits through which each of these Defendants conducted some or all of their/its
12 business. Adherence to the fiction of the separate existence of ROSE’S GARDEN BAR
13 LLC, and DOES 1 through 50, inclusive as entities distinct from ROSE NADALI,
14 Defendants DOES 1 through 50, inclusive, or any of them, would permit an abuse of the
15 corporate privilege and sanction fraud or promote injustice in that, among other things, it
16 would enable each of these Defendants to avoid liability and to defraud his, her, or its
17 creditors, the effect of which would be to render each Defendant financially unable to
18 respond to a monetary judgment awarded against each or any of them in the action.

19 14. PLAINTIFF and all persons employed by DEFENDANTS in California who
20 received at least one wage statement are “aggrieved employees” as defined by CAL. LAB. CODE
21 § 2699 in that they are all current or former employees of DEFENDANTS, and one or more of
22 the alleged violations was committed against them.

23 III.

24 **PAGA REPRESENTATIVE ALLEGATIONS**

25 15. At all times herein set forth, PAGA provides that any provision of law under
26 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
27 assessed and collected by the LWDA for violations of the Labor Code and applicable IWC
28 Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action

1 brought on behalf of themselves and other current or former employees pursuant to
2 procedures outlined in Labor Code section 2699.3.

3 16. PAGA defines an “aggrieved employee” in Labor Code section 2699,
4 subdivision (c) as “any person who was employed by the alleged violator and against whom
5 one or more of the alleged violations was committed.”

6 17. PLAINTIFF and other current and former employees of DEFENDANTS are
7 “aggrieved employees” as defined by Labor Code section 2699, subdivision (c) in that they
8 are all Defendants’ current or former employees and one or more of the alleged violations
9 were committed against them.

10 18. On February 11, 2025, PLAINTIFF provided written notice by online filing
11 to the LWDA, by Certified Mail to ROSE’S GARDEN BAR LLC and ROSE NADALI, of
12 the specific provisions of the California Labor Code alleged to have been violated,
13 including facts and theories to support the alleged violations, in accordance with Labor
14 Code section 2699.3. PLAINTIFF’s notice was accompanied with the applicable filing fee
15 of seventy-five dollars (\$75). The LWDA PAGA Administrator confirmed receipt of
16 Plaintiff’s notice and assigned Plaintiff PAGA Case Number LWDA-CM-1079400-25.

17 19. PLAINTIFF has satisfied the administrative prerequisites under Labor Code
18 sections 2699.3, subdivision (a) and 2699.3, subdivision (c) to recover civil penalties
19 against DEFENDANTS for violations of Labor Code sections 201, 202, 203, 226, 226.7,
20 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802.

21 20. Labor Code section 558, subdivision (a) provides, “Any employer or other
22 person acting on behalf of an employer who violates, or causes to be violated, a section of
23 this chapter or any provision regulating hours and days of work in any order of the
24 Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any
25 initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
26 which the employee was underpaid....(2) For each subsequent violation, one hundred
27 dollars (\$100) for each underpaid employee for each pay period for which the employee
28 was underpaid....” Labor Code section 558, subdivision (d) provides, “The civil penalties

provided for in this section are in addition to any other civil or criminal penalty provided by law.”

21. DEFENDANTS, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated PLAINTIFF’S and other aggrieved employees’ rights by violating various sections of the Labor Code as set forth above.

22. As set forth below, DEFENDANTS have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

23. Pursuant to PAGA, and in particular, Labor Code sections 2699, subdivision (a), 2699.3, subdivision (a), 2699.3, subdivision (c), 2699.5, and section 558, PLAINTIFF, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for herself, all other aggrieved employees, and the State of California against DEFENDANTS for violations of Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802.

IV.

THE CONDUCT

24. DEFENDANTS own and operate a restaurant and bar known as “Rose’s Garden Bar” in Calabasas, CA.

25. DEFENDANTS’ business requires the use of “non-exempt” employees as defined by the California Labor Code and IWC Wage Order No. 5-2001 (as amended), including but not limited to general managers, servers, hosts, wait staff / cashiers, food runners, bussers, bartenders, cooks, prep cooks, dishwashers, and janitors.

26. DEFENDANTS jointly employed PLAINTIFF from on or about November 27, 2022, to on or about November 22, 2024, as a server, bartender, and then “manager.”

27. From on or about November 27, 2022 to on or about November 20, 2023, DEFENDANTS paid PLAINTIFF \$25.00 per hour. From on or about November 20, 2023, to on or about June 15, 2024, DEFENDANTS paid PLAINTIFF \$15.50 per hour. From on or about June 15, 2024, to on or about November 22, 2024, DEFENDANTS paid PLAINTIFF \$16.00 per

1 hour. PLAINTIFF's job duties included, without limitation, performing serving, bartending,
2 hosting, seating, scheduling, and reservation duties for DEFENDANTS, in California.

3 28. DEFENDANTS exercised complete and unfettered control over
4 PLAINTIFF's, and all aggrieved employees' work schedules; their hours worked; their
5 rates of pay and methods of payment; dictated how PLAINTIFF, and all aggrieved
6 employees, would actually perform their jobs; and dictated if and when PLAINTIFF and all
7 aggrieved employees could take meal or rest breaks. PLAINTIFF and all aggrieved
8 employees could not exercise discretion and independent judgment regarding the tasks they
9 performed. PLAINTIFF and all aggrieved employees had to obtain approval on any action
10 taken in the course of working for DEFENDANTS. PLAINTIFF and all aggrieved
11 employees also did not have authority to hire or fire employees nor did she have any input
12 regarding whether to hire and fire employees. Therefore, under California Code of
13 Regulations, title 8, section 11050, subdivision (1), the provisions of the applicable
14 California Wage Order apply to PLAINTIFF and all aggrieved employees. PLAINTIFF and
15 all aggrieved employees were not exempt employees.

16 29. DEFENDANTS typically employed PLAINTIFF five days per week.
17 PLAINTIFF was typically scheduled by DEFENDANTS to work from 12:00 p.m. to close [9:00
18 p.m., 10:00 p.m., or 11:00 p.m.] However, from on or about the end of May, 2024, through on
19 or about October, 2024, DEFENDANTS required that PLAINTIFF work from home, for
20 approximately 3-4 hours per week, outside of her regularly scheduled shifts, emailing and text
21 messaging, regarding various DEFENDANTS' business matters such as scheduling,
22 reservations, and events. PLAINTIFF was not compensated for the hours that DEFENDANTS
23 required her to work from home. Additionally, from on or about October, 2024, DEFENDANTS
24 instituted a policy where their employees would automatically be clocked out of
25 DEFENDANTS' time keeping system at the end of their scheduled shifts, regardless of whether
26 or not DEFENDANTS were continuing to suffer those employees to work. PLAINTIFF
27 estimates that, after DEFENDANTS' automatic clock out policy was implemented, on
28

1 approximately two nights per week, for approximately 5-30 minutes per shift, she was required
2 to continue to work, uncompensated, after she had automatically been clocked out.

3 30. DEFENDANTS required PLAINTIFF, and all aggrieved employees, to work
4 more than 8 hours in a day or more than forty 40 hours per week without proper overtime
5 compensation.

6 31. DEFENDANTS required that PLAINTIFF, and all aggrieved employees, work
7 hours without paying compensation at the minimum wage.

8 32. From on or about May, 2024, to on or about September, 2024, DEFENDANTS
9 required PLAINTIFF to work split shifts. DEFENDANTS would require PLAINTIFF to work
10 from approximately 9:00 a.m. to approximately 2:00 p.m., and then again from approximately
11 5:00 p.m. to the restaurant's closure for the evening.

12 33. On these days where PLAINTIFF and other aggrieved employees were required
13 to work a split shift, DEFENDANTS failed to pay PLAINTIFF and other aggrieved employees
14 split shift premiums for interrupted work periods that were not bona fide rest or meal periods. In
15 doing so, DEFENDANTS failed to provide PLAINTIFF and other aggrieved employees proper
16 wage compensation.

17 34. From on or about November 27, 2022, to on or about July, 2023, on
18 approximately 3-4 times per month, and then from on or about July, 2023, to on or about
19 November 22, 2024, on approximately 1-3 times per month, DEFENDANTS required that
20 PLAINTIFF report to her regular scheduled shift, only to be told to go home.

21 35. On these occasions, DEFENDANTS failed to pay PLAINTIFF and other
22 aggrieved employees reporting-time wages. In doing so, DEFENDANTS failed to provide
23 PLAINTIFF and other aggrieved employees with proper wage compensation.

24 36. Approximately two to three times per month, DEFENDANTS failed to provide
25 PLAINTIFF, and other aggrieved employees with code-compliant thirty (30) minute meal
26 periods during shifts in excess of five (5) hours. When meal periods were provided, they were
27 either shorter in duration than 30 minutes, or were interrupted. DEFENDANTS effectively
28 maintained control over PLAINTIFF, and all aggrieved employees during the meal periods that

1 were provided. On each day where a code-compliant thirty (30) minute meal period was not
2 provided to PLAINTIFF, and all aggrieved employees, DEFENDANTS failed to pay
3 PLAINTIFF, and all aggrieved employees one additional hour of pay at their regular rates of
4 pay.

5 37. DEFENDANTS routinely failed to provide PLAINTIFF, and all aggrieved
6 employees with a code compliant 10-minute net rest period for every four (4) hours or major
7 fraction thereof worked. Where rest periods were provided, they were shorter in duration than
8 10 minutes, were interrupted, or were not provided every four (4) hours or major fraction
9 thereof worked. DEFENDANTS effectively maintained control over PLAINTIFF, and all
10 aggrieved employees during rest periods that were provided. On each day when code-compliant
11 ten (10) minute rest periods were not provided to PLAINTIFF, and all aggrieved employees,
12 DEFENDANTS failed to pay PLAINTIFF, and all aggrieved employees one additional hour of
13 pay at their regular rates of pay.

14 38. Under California law, an employee who works more than 4 hours, or major
15 fraction thereof, is entitled to a compensated rest period of 10 minutes. An employee who works
16 more than 5 hours in a day is entitled to a meal period of at least 30 minutes, and a second meal
17 period of at least 30 minutes if he or she works more than 10 hours in a workday. (CAL. LAB.
18 CODE § 512(a).) An employer that fails to provide a rest or meal period that satisfies the
19 requirements of the applicable IWC Wage Order 5-2001 (as amended) must pay a premium to
20 the employee of one additional hour of pay at the employee's regular rate for each day that a
21 meal or rest period was not provided. (CAL. LAB. CODE § 226.7(b).)

22 39. DEFENDANTS' wage statements for PLAINTIFF and other aggrieved
23 employees did not conform with CAL. LAB. CODE § 226. DEFENDANTS were required to
24 provide PLAINTIFF and other aggrieved employees with wage statements that accurately
25 reflected such items as PLAINTIFF's, and other aggrieved employees' hours worked, including
26 overtime wages, minimum wages, split shift wages, reporting time wages, missed meal periods,
27 missed rest periods, the correct rate of pay, and the correct employer entity and employer entity
28 address.

1 40. DEFENDANTS failed to reimburse PLAINTIFF and all aggrieved employees
2 for all necessary expenditures incurred in their course and scope of employment, including
3 personal cell phones, personal cell phone plans, the purchase of groceries for
4 DEFENDANTS' business, and the use of personal vehicles for errands required by
5 DEFENDANTS. DEFENDANTS required PLAINTIFF to use her personal cell phone and
6 personal cell phone plan for work related communications and scheduling matters.
7 DEFENDANTS also required that PLAINTIFF purchase groceries, without reimbursement,
8 on approximately three occasions. Additionally, approximately three times per month,
9 DEFENDANTS required PLAINTIFF to use her personal vehicle to run errands, such as
10 picking up groceries, for DEFENDANTS. DEFENDANTS did not reimburse PLAINTIFF
11 and other aggrieved employees for these necessary business expenses incurred in the course
12 and scope of their employment.

13 41. CAL. LAB. CODE section 201(a) provides that a discharged employee's unpaid
14 wages are due and payable immediately. Under CAL. LAB. CODE § 202(a), when an employee
15 not having a written contract for a definite period is terminated, his or her wages become
16 immediately due and payable. CAL. LAB. CODE section 203(a) provides, "If an employer
17 willfully fails to pay, without abatement or reduction, in accordance with Sections [201 and
18 202], any wages of an employee who is discharged or who quits, the wages of the employee
19 shall continue as a penalty from the due date thereof at the same rate until paid or until an action
20 therefore is commenced; but the wages shall not continue for more than 30 days."

21 42. As a result, under CAL. LAB. CODE section 203, PLAINTIFF, and all aggrieved
22 employees are entitled to one day's wages for each day they were not timely paid all wages due,
23 up to a maximum of 30 days' wages. Because DEFENDANTS failed to pay minimum wages,
24 overtime wages, split shift wages, reporting time wages, meal-period wages, and rest-period
25 wages to PLAINTIFF, and all aggrieved employees, each of these individuals whose
26 employment has been terminated during the applicable statutory period, including PLAINTIFF,
27 are entitled to 30 days' wages.

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FIRST CAUSE OF ACTION
FOR FAILURE TO PAY OVERTIME COMPENSATION AND LIQUIDATED
DAMAGES

(Lab. Code, §§ 510, 1194, 1194.2 & 1198)

(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)

43. PLAINTIFF repeats and re-alleges paragraphs 1 through 42, inclusive, of this Complaint and they are incorporated herein by this reference.

44. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS were the joint employers of PLAINTIFF.

45. Labor Code section 510 provides that employees in California shall not be employed more than 8 hours in any workday or 40 hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

46. California Code of Regulations, title 8, section 11050, subdivision (3)(A)(1) provides that overtime hours shall be compensated at: (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

47. Labor Code section 1194 establishes an employee's right to recover unpaid overtime compensation, interest thereon, together with the costs of suit, and attorneys' fees.

48. Labor Code Section 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

49. Labor Code section 1194.2 establishes an employee's right to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon in an action for payment of a wage less than the minimum wage fixed by the Industrial Welfare Commission or by statute.

50. At all times relevant hereto, PLAINTIFF worked more than 8 hours in a

workday, and/or 40 hours in a workweek as an employee of DEFENDANTS.

51. At all times relevant hereto, DEFENDANTS failed to pay overtime compensation to PLAINTIFF for the hours she worked in excess of the maximum hours permissible by law as required by Labor Code sections 510, 1194, and 1198.

52. DEFENDANTS acted intentionally, oppressively, and maliciously toward PLAINTIFF, with a conscious disregard of her rights, or the consequences to her, with the intent of depriving her of property and legal rights and otherwise causing her injury. By virtue of DEFENDANTS' unlawful failure to pay overtime wages, PLAINTIFF has suffered, and will continue to suffer, damages in the amounts which are presently unknown to her, but which exceed the jurisdictional limits of the court, and which will be ascertained according to proof at trial.

53. PLAINTIFF seeks to recover overtime wages according to proof, interest, as well as the assessment of all applicable statutory penalties against DEFENDANTS, in a sum as provided by the Labor Code and/or other statutes. PLAINTIFF also seeks to recover liquidated damages as provided by Labor Code section 1194.2, and reasonable attorneys' fees and costs.

SECOND CAUSE OF ACTION
FOR FAILURE TO PAY MINIMUM WAGES, SPLIT-SHIFT PREMIUMS, AND
LIQUIDATED DAMAGES
(Lab. Code, §§ 1182.12, 1194, 1194.2, 1197, 1197.1, & 1198, and Cal. Code Regs., tit. 8, § 11050)

(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)

54. PLAINTIFF repeats and re-alleges paragraphs 1 through 53, inclusive, of this Complaint and they are incorporated herein by this reference.

55. Labor Code sections 1182.12, 1197, and 1197.1 require employers to pay employees the minimum wage fixed by the California Industrial Welfare Commission. The payment of a lesser wage than the minimum so fixed is unlawful.

1 56. Compensable work time is defined in Industrial Wage Order No. 5 as “the time
2 during which an employee is subject to the control of an employer, and includes all the time the
3 employee is suffered or permitted to work, whether or not required to do so.” (Cal. Code Regs.,
4 tit. 8, § 11050, subd. (2)(K) [defining “Hours Worked”].)

5 57. Labor Code section 1194 establishes an employee’s right to recover unpaid wage
6 compensation, interest thereon, together with the costs of suit, and attorneys’ fees.

7 58. Labor Code section 1194.2 establishes an employee’s right to recover liquidated
8 damages in an amount equal to the wages unlawfully unpaid and interest thereon in an action for
9 payment of a wage less than the minimum wage fixed by the Industrial Welfare Commission or
10 by statute.

11 59. At all times relevant hereto, DEFENDANTS paid PLAINTIFF on an hourly
12 basis. PLAINTIFF did not reside at the place of employment.

13 60. DEFENDANTS failed to properly pay PLAINTIFF for all hours worked at the
14 legal minimum wage.

15 61. DEFENDANTS also did not pay split-shift premiums for interrupted work
16 periods that were not bona fide rest or meal periods.

17 62. DEFENDANTS acted intentionally, oppressively, and maliciously toward
18 PLAINTIFF, with a conscious disregard of her rights, or the consequences to her, with the intent
19 of depriving her of property and legal rights and otherwise causing her injury. By virtue of
20 DEFENDANTS’ unlawful failure to pay wages, PLAINTIFF has suffered, and will continue to
21 suffer damages in an amount that is presently unknown to her, but which exceeds the
22 jurisdictional limits of the court, and which will be ascertained according to proof at trial.

23 63. PLAINTIFF seeks to recover minimum wages and split shift premiums
24 according to proof, interest, and the assessment of all applicable statutory penalties against
25 DEFENDANTS, in a sum as provided by the Labor Code and/or other statutes. PLAINTIFF
26 also seeks to recover liquidated damages as provided by Labor Code section 1194.2, and
27 reasonable attorneys’ fees and costs.

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THIRD CAUSE OF ACTION
FOR FAILURE TO PAY REPORTING TIME PAY AND LIQUIDATED DAMAGES

(Lab. Code, § 1198 and 8 Cal. Code Regs., tit. 8, § 11050)

(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)

64. PLAINTIFF repeats and re-alleges paragraphs 1 through 63, inclusive, of this Complaint and they are incorporated herein by this reference.

65. Labor Code section 1198 dictates that no employer may employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order.

66. California Code of Regulations, title 8, section 11050, subdivision (5)(A) provides, "Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage."

67. The purpose of the reporting time regulation is "to guarantee at least partial compensation for employees who report to work expecting to work a specified number of hours, and who are deprived of that amount because of inadequate scheduling or lack of proper notice by the employer." (*Aleman v. AirTouch Cellular* (2012) 209 Cal.App.4th 556, 572.)

68. Labor Code section 1194.2 further establishes an employee's right to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon in an action for payment of a wage less than the minimum wage fixed by the Industrial Welfare Commission or by statute.

69. At all times relevant hereto, PLAINTIFF was paid by DEFENDANTS on an hourly basis. Additionally, PLAINTIFF did not reside at the place of employment.

70. During PLAINTIFF'S employment, DEFENDANTS failed to pay PLAINTIFF reporting time pay when DEFENDANTS scheduled PLAINTIFF for a shift, PLAINTIFF arrived at work for that shift, and was then told by Defendants to go home, rather than being

1 allowed to work. In these instances, DEFENDENTS would not pay PLAINTIFF's wages for
2 half of her scheduled shifts.

3 71. DEFENDANTS acted intentionally, oppressively, and maliciously toward
4 PLAINTIFF, with a conscious disregard of her, or the consequences to her, with the intent of
5 depriving her of property and legal rights and otherwise causing her injury. By virtue of
6 DEFENDANTS' unlawful failure to pay reporting-time wages, PLAINTIFF has suffered and
7 will continue to suffer damages in an amount that is presently unknown to her, but which
8 exceeds the jurisdictional limits of the court, and which will be ascertained according to proof at
9 trial.

10 72. PLAINTIFF seeks to recover reporting-time wages according to proof, interest,
11 and all applicable statutory penalties against DEFENDANTS in a sum as provided by the Labor
12 Code and/or other statutes. PLAINTIFF also seeks to recover of liquidated damages as provided
13 by Labor Code section 1194.2, and reasonable attorneys' fees and costs.

14 **FOURTH CAUSE OF ACTION**

15 **FOR FAILURE TO PROVIDE MEAL PERIODS**

16 **(Lab. Code §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11050)**

17 **(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)**

18 73. PLAINTIFF repeats and re-alleges paragraphs 1 through 72, inclusive, of this
19 Complaint and they are incorporated herein by this reference.

20 74. Labor Code sections 226.7 and 512, and California Code of Regulations, title
21 8, section 11050, subdivision (11)(A) provide that an employee who works more than 5
22 hours in a day is entitled to a meal period of at least 30 minutes, and a second meal period
23 of at least 30 minutes if he or she works more than 10 hours in a workday.

24 75. Labor Code section 226.7 and California Code of Regulations, title 8, section
25 11050, subdivision (11)(B) provide that if an employer fails to provide an employee a meal
26 period in accordance with the section, the employer shall pay the employee one hour of pay
27 at the employee's regular rate of compensation for each workday that the meal period is not
28 provided.

1 76. At all times relevant hereto, PLAINTIFF worked more than five hours in a
2 workday for DEFENDANTS.

3 77. On approximately two to three times per month, DEFENDANTS failed to
4 provide PLAINTIFF with compliant 30-minute meal periods during shifts in excess of 5
5 hours. When meal periods were provided, they were either shorter in duration than 30
6 minutes or were interrupted. DEFENDANTS effectively maintained control over
7 PLAINTIFF during the meal periods that were provided. On each day where a compliant
8 30-minute meal period was not provided to PLAINTIFF, DEFENDANTS failed to pay
9 PLAINTIFF one additional hour of pay at PLAINTIFF'S regular rate of pay.

10 78. DEFENDANTS intentionally and improperly denied meal periods to
11 PLAINTIFF, in violation of Labor Code sections 226.7 and 512 and California Code of
12 Regulations, title 8, section 11050, subdivision (11)(A) and other regulations and statutes.

13 79. By virtue of the DEFENDANTS' unlawful failure to provide meal periods to
14 PLAINTIFF, PLAINTIFF has suffered and will continue to suffer damages in amounts that
15 are presently unknown to PLAINTIFF, but which exceed the jurisdictional limits of the
16 court, and which will be ascertained according to proof at trial.

17 80. PLAINTIFF is informed and believes, and based upon that information and
18 belief alleges, that DEFENDANTS purposely elected not to provide meal periods to their
19 hourly paid employees. DEFENDANTS acted intentionally, oppressively, and maliciously
20 toward PLAINTIFF with a conscious disregard of her rights, or the consequences to
21 PLAINTIFF, with the intent of depriving PLAINTIFF of property and legal rights and
22 otherwise causing PLAINTIFF injury.

23 81. PLAINTIFF seeks to recover meal-period compensation according to proof,
24 interest, and all applicable statutory penalties against DEFENDANTS, in a sum as provided
25 by the Labor Code and/or other statutes, and reasonable attorneys' fees and costs.

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1 **FIFTH CAUSE OF ACTION**

2 **FOR FAILURE TO PROVIDE REST PERIODS**

3 **(Lab. Code, §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11050)**

4 **(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)**

5 82. PLAINTIFF repeats and re-alleges paragraphs 1 through 81, inclusive, of this
6 Complaint and they are incorporated herein by this reference.

7 83. Labor Code section 226.7 and California Code of Regulations, title 8, section
8 11050, subdivision (12)(A) provide that employers shall authorize and permit all employees
9 to take rest periods at the rate of 10 minutes net rest time per 4 hours or major fraction
10 thereof, of work.

11 84. Labor Code section 226.7 and California Code of Regulations, title 8, section
12 11050, subdivision (12)(B) provide that if an employer fails to provide an employee with
13 rest periods in accordance with those statutes, the employer shall pay the employee one
14 hour of pay at the employee's regular rate of compensation for each workday that the rest
15 period was not provided.

16 85. The Wage Order provides a separate remedy for violations of meal-period
17 requirements and violations of rest-period requirements and section 226.7 allows recovery
18 of up to two premium payments per workday – one for each type of violation. (*United*
19 *Parcel Service, Inc. v. Superior Court* (2011) 196 Cal.App.4th 57, 69.)

20 86. At all times relevant, PLAINTIFF worked more than four hours in a workday
21 for DEFENDANTS.

22 87. At all times relevant, DEFENDANT failed to provide rest periods to
23 PLAINTIFF as required by Labor Code section 226.7 and California Code of Regulations,
24 title 8, section 11050, subdivision (12)(A).

25 88. DEFENDANTS routinely failed to provide PLAINTIFF with a 10-minute net
26 rest period for every 4 hours or major fraction thereof worked. Where rest periods were
27 provided, they were shorter in duration than 10 minutes, were interrupted, or were not
28 provided every 4 hours or major fraction thereof worked. DEFENDANTS effectively

1 maintained control over PLAINTIFF during rest periods that were provided. On each day
2 where compliant 10-minute rest periods were not provided to PLAINTIFF, DEFENDANTS
3 failed to pay PLAINTIFF one additional hour of pay at her regular rate of pay.

4 89. DEFENDANTS have intentionally and improperly denied rest periods to
5 PLAINTIFF in violation of Labor Code sections 226.7 and 512 and California Code of
6 Regulations, title 8, section 11050, subdivision (12)(A).

7 90. By virtue of the DEFENDANTS' unlawful failure to provide rest periods to
8 the PLAINTIFF, PLAINTIFF has suffered and will continue to suffer damages in amounts
9 that are presently unknown to PLAINTIFF, but which exceed the jurisdictional limits of the
10 court, and which will be ascertained according to proof at trial.

11 91. PLAINTIFF is informed and believes, and based upon that information and
12 belief alleges, that DEFENDANTS knew or should have known that PLAINTIFF was
13 entitled to rest periods and purposely elected not to provide rest periods. DEFENDANTS
14 acted intentionally, oppressively, and maliciously toward PLAINTIFF, with a conscious
15 disregard of her rights or the consequences to PLAINTIFF, with the intent of depriving
16 PLAINTIFF of property and legal rights and otherwise causing PLAINTIFF injury.

17 92. PLAINTIFF seeks to recover rest-period compensation according to proof,
18 interest, and all applicable statutory penalties against DEFENDANTS, in a sum as provided
19 by the Labor Code and/or other statutes, and reasonable attorneys' fees and costs.

20 **SIXTH CAUSE OF ACTION**
21 **FOR FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS AND**
22 **MAINTAIN ACCURATE PAYROLL RECORDS**

23 **(Lab. Code, 226, subd. (a), 1174, subd. (d), & 1198)**

24 **(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)**

25 93. PLAINTIFF repeats and re-alleges paragraphs 1 through 92, inclusive, of this
26 Complaint and they are incorporated herein by this reference.

27 94. Labor Code section 226, subdivision (a) requires employers to provide non-
28 exempt employees with detailed and accurate wage statements (*i.e.* "pay stubs").

1 Specifically, the statute provides:

2 Every employer shall, semimonthly or at the time of each payment of wages,
3 furnish each of his or her employees, either as a detachable part of the check,
4 draft, or voucher paying the employee's wages, or separately when wages are
5 paid by personal check or cash, an accurate itemized statement in writing
6 showing (1) gross wages earned, (2) total hours worked by the employee,
7 except for any employee whose compensation is solely based on a salary and
8 who is exempt from payment of overtime under subdivision (a) of Section
9 515 or any applicable order of the Industrial Welfare Commission, (3)) the
10 number of piece-rate units earned and any applicable piece rate if the
11 employee is paid on a piece-rate basis, (4) all deductions, provided that all
12 deductions made on written orders of the employee may be aggregated and
13 shown as one item, (5) net wages earned, (6) the inclusive dates of the period
14 for which the employee is paid, (7) the name of the employee and only the
15 last four digits of his or her social security number or an employee
16 identification number other than a social security number, (8) the name and
17 address of the legal entity that is the employer and, if the employer is a farm
18 labor contractor, as defined in subdivision (b) of Section 1682, the name and
19 address of the legal entity that secured the services of the employer, and (9)
20 all applicable hourly rates in effect during the pay period and the
21 corresponding number of hours worked at each hourly rate by the employee
22 and, beginning July 1, 2013, if the employer is a temporary services
23 employer as defined in Section 201.3, the rate of pay and total hours worked
24 for each temporary services assignment.

25 95. Labor Code section 226, subdivision (e) provides that for each violation of
26 subdivision (a), an employee is entitled to recover the greater of all actual damages or
27 minimum statutory damages of \$50 for the initial pay period in which a violation occurs
28 and \$100 for each subsequent violation, up to a maximum of \$4,000.

1 96. Labor Code section 1174, subdivision (d) provides, “Every person employing
2 labor in this state shall...[k]eep, at a central location in the state or at the plants or
3 establishments at which employees are employed, payroll records showing the hours
4 worked daily by and the wages paid to, and the number of piece-rate units earned by and
5 any applicable piece rate paid to, employees employed at the respective plants or
6 establishments. These records shall be kept in accordance with rules established for this
7 purpose by the commission, but in any case shall be kept on file for not less
8 than three years.”

9 97. Labor Code section 1174.5 provides that employers are subject to a \$500
10 civil penalty if they fail to maintain accurate and complete records as required by section
11 1174, subdivision (d).

12 98. DEFENDANTS intentionally failed to furnish to PLAINTIFF, upon the
13 payment of wages, itemized wage statements in conformity with Labor Code section 226.
14 The wage statements failed to accurately reflect PLAINTIFFS’ hours worked, including
15 overtime wages, minimum wages, split shift wages, reporting time wages, missed meal
16 periods, missed rest periods, and failed to state the correct rate of pay. Additionally, the
17 wage statements failed to accurately list the correct employer entity and employer entity
18 address.

19 99. PLAINTIFF was damaged by these failures because, among other things, the
20 failures led PLAINTIFF to believe that she was not entitled to be paid for all hours worked
21 even though she was so entitled, and because these failures hindered PLAINTIFF from
22 determining the amounts of wages owed to her.

23 100. PLAINTIFF is also informed and believes, and based upon that information
24 and belief alleges, that DEFENDANTS willfully failed to maintain accurate payroll records
25 showing the daily hours PLAINTIFF worked and the wages that should have been paid as a
26 result of failing to record hours that PLAINTIFF worked, as well as PLAINTIFF’s missed
27 meal periods and rest periods.

28 101. PLAINTIFF seeks to recover damages, penalties, and interest under Labor

1 Code sections 226, 1174, and 1198, and reasonable attorneys' fees and costs.

2 **SEVENTH CAUSE OF ACTION**

3 **FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**

4 **(Lab. Code, §§ 2800 & 2802)**

5 **(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)**

6 102. PLAINTIFF repeats and re-alleges paragraphs 1 through 101, inclusive, of this
7 Complaint and they are incorporated herein by this reference.

8 103. Labor Code sections 2800 and 2802 provide that an employer must reimburse
9 employees for all necessary expenditures incurred in an employee's course and scope of
10 employment.

11 104. PLAINTIFF incurred necessary business-related expenses and costs that were
12 not fully reimbursed by DEFENDANTS.

13 105. Necessary unreimbursed business-related expenses included personal cell
14 phones, personal cell phone plans, the purchase of groceries for DEFENDANTS' business,
15 and the use of personal vehicles for errands required by DEFENDANTS. DEFENDANTS
16 required PLAINTIFF to use her personal cell phone and personal cell phone plan for work
17 related communications and scheduling matters. DEFENDANTS also required that
18 PLAINTIFF purchase groceries, without reimbursement, on approximately three occasions.
19 Additionally, approximately three times per month, DEFENDANTS required PLAINTIFF
20 to use her personal vehicle to run errands, such as picking up groceries, for
21 DEFENDANTS.

22 106. DEFENDANTS intentionally and willfully failed to fully reimburse
23 PLAINTIFF for necessary business-related expenses and costs in violation of Labor Code
24 sections 2800 and 2802.

25 107. Under Labor Code sections 2800 and 2802, PLAINTIFF seeks to recover her
26 business-related expenses incurred during the course and scope of her employment with
27 DEFENDANTS, plus interest and penalties. PLAINTIFF also seeks reasonable attorneys'
28 fees and costs.

EIGHTH CAUSE OF ACTION
FOR FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT

(Lab. Code, § 203)

(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)

108. PLAINTIFF repeats and re-alleges paragraphs 1 through 107, inclusive, of this Complaint and they are incorporated herein by this reference.

109. Labor Code section 201, subdivision (a) provides that a discharged employee's unpaid wages are due and payable immediately.

110. Labor Code section 203, subdivision (a) provides, "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections [201 and 202], any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days."

111. DEFENDANTS discharged PLAINTIFF from her employment within the applicable statute of limitations.

112. DEFENDANTS willfully failed to pay PLAINTIFF the wages due to her—without abatement or reduction.

113. Under Labor Code section 203, PLAINTIFF is entitled to one day's wages for each day she was not timely paid all wages due, up to a maximum of 30 days' wages.

114. Because DEFENDANTS failed to pay overtime wages, minimum wages owed, split shift wages owed, reporting time wages owed, meal period wages owed, and rest period wages owed, PLAINTIFF seeks to recover 30 days' wages and applicable penalties. PLAINTIFF also seeks reasonable attorneys' fees and costs.

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NINTH CAUSE OF ACTION

FOR VIOLATION OF CALIFORNIA LABOR CODE SECTION 558

(Lab. Code, § 558)

(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)

115. PLAINTIFF re-alleges paragraphs 1 through 114, inclusive, of this Complaint and they are incorporated herein by this reference.

116. Labor Code section 558, subdivision (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 provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial 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 underpaid wages.” Section 558, subdivision (d) provides, “The civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law.”

117. At all relevant times, DEFENDANTS violated the rights of PLAINTIFF by violating various sections of the Labor Code. PLAINTIFF seeks the remedies set forth in Labor Code section 558, and reasonable attorneys' fees and costs.

TENTH CAUSE OF ACTION

FOR UNFAIR COMPETITION

(Bus. & Prof. Code, § 17200 et seq.)

(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)

118. PLAINTIFF repeats and re-alleges paragraphs 1 through 117, inclusive, of this Complaint and they are incorporated herein by this reference.

119. Each of the DEFENDANTS are a “person” as that term is defined under Business and Professions Code section 17021.

1 120. Business and Professions Code section 17200 defines unfair competition as
2 any unlawful, unfair, or fraudulent business act or practice. At all relevant times, by and
3 through the conduct described herein, DEFENDANTS have engaged in unfair and unlawful
4 practices by, among other violations, failing to pay overtime wages to PLAINTIFF, failing
5 to pay minimum wages to PLAINTIFF, failing to pay split shift premium wages to
6 PLAINTIFF, failing to pay reporting time wages to PLAINTIFF, failing to provide
7 compliant meal periods to PLAINTIFF, failing to provide compliant rest periods to
8 PLAINTIFF, failing to provide accurate wage statements to PLAINTIFF, failing to provide
9 reimbursement of necessary business expenses to PLAINTIFF, and failing to provide wages
10 due upon termination of employment to PLAINTIFF, under the applicable Labor Code and
11 Industrial Welfare Commission requirements in violation of Business and Professions Code
12 section 17200 et seq., and have thereby deprived PLAINTIFF of fundamental rights and
13 privileges.

14 121. By and through the unfair and unlawful business practices described herein,
15 DEFENDANTS have obtained valuable property, money, and services from PLAINTIFF
16 and have deprived her of valuable rights and benefits guaranteed by law, all to the
17 detriment of PLAINTIFF.

18 122. All the acts described herein are violations of, among other things, the Labor
19 Code and Industrial Welfare Commission Wage Order 5; are unlawful and in violation of
20 public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and
21 thereby constitute unfair and unlawful business practices in violation of Business and
22 Professions Code sections 17200, *et seq.*

23 123. PLAINTIFF is entitled to and seeks such relief as may be necessary to
24 restore to them the money and property that DEFENDANTS have acquired, or of which
25 PLAINTIFF has been deprived by means of the above-described unfair and unlawful
26 business practices.

27 124. PLAINTIFF is further entitled to seek a declaration that the above-described
28 business practices are unfair and unlawful and that an injunctive relief should be issued

1 restraining DEFENDANTS from engaging in any of the above-described unfair and
2 unlawful business practices in the future.

3 125. PLAINTIFF has no plain, speedy, and/or adequate remedy at law to redress
4 the injuries that she has suffered as a consequence of DEFENDANTS' unfair and unlawful
5 business practices. As a result of the unfair and unlawful business practices described
6 above, PLAINTIFF has suffered and will continue to suffer irreparable harm unless
7 DEFENDANTS are restrained from continuing to engage in these unfair and unlawful
8 business practices. In addition, DEFENDANTS should be required to disgorge the unpaid
9 moneys to PLAINTIFF.

10 **ELEVENTH CAUSE OF ACTION**
11 **FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT**
12 **(Lab. Code, § 2698 et seq.)**

13 **(By PLAINTIFF, On her Own Behalf, and As a Private Attorneys General for All**
14 **Aggrieved Employees, and Against All Defendants)**

15 126. PLAINTIFF repeats and re-alleges paragraphs 1 through 125, inclusive, of this
16 Complaint and they are incorporated herein by this reference.

17 127. Labor Code sections 2698-2699, the Private Attorneys General Act of 2004
18 expressly establishes that any provision of the Labor Code that provides for a civil penalty to be
19 assessed and collected by the Labor and Workforce Development Agency ("LWDA"), or any of
20 its departments, divisions, commissions, boards, agencies or employees for a violation of the
21 Labor Code, may be recovered through a civil action brought by an aggrieved employee on
22 behalf of himself or herself, and other current or former employees.

23 128. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
24 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is
25 authorized to exercise the same discretion, subject to the same limitations and conditions, to
26 assess a civil penalty.

27 129. PLAINTIFF and all persons employed by DEFENDANTS as hourly paid
28 employees, or misclassified employees, are "aggrieved employees" as defined by Labor Code

1 section 2699 in that they are all current or former employees of DEFENDANTS, and one or
2 more of the alleged violations was committed against them.

3 130. PLAINTIFF asserts all of her claims in this Complaint on her own behalf and on
4 behalf of all aggrieved employees in her capacity as a Private Attorney General and seeks all
5 statutory penalties available under Labor Code sections 2698-2699.

6 131. On February 11, 2025, PLAINTIFF gave written by Certified Mail to ROSE'S
7 GARDEN BAR LLC, and ROSE NADALI, of the specific code provisions alleged to have been
8 violated, as required by Labor Code section 2699.3. On the same date, PLAINTIFF submitted a
9 "PAGA Claim Notice" to the LWDA through its online portal. PLAINTIFF's PAGA Notice
10 Letter and LWDA Claim Submissions indicated that she, "...as an aggrieved employee, on her
11 own behalf and on behalf of other aggrieved employees of Rose's Garden Bar LLC, Rose
12 Nadali, and any other affiliated entity (collectively referred to herein as "**RGB**" and/or
13 "Defendants"), intends to avail herself of the protections granted by the CALIFORNIA LABOR
14 CODE PRIVATE ATTORNEY GENERAL ACT OF 2004 ("the Act") (LAB. CODE, § 2698 et seq.)." The
15 statutory waiting period for PLAINTIFF to add these allegations to the Complaint has expired.
16 As a result, pursuant to Labor Code section 2699.3, PLAINTIFF, on behalf of herself and all
17 aggrieved employees, may now commence a representative civil action under Labor Code
18 section 2699 as the proxy of the State of California.

19 132. DEFENDANTS' conduct, as alleged herein, violates numerous sections of the
20 Labor Code, including, but not limited to, the following:

- 21 A. Violations of Labor Code sections 510, 1194, 1194.2, and 1198 and California Code of
22 Regulations, title 8, section 11050 for DEFENDANTS' failure to pay overtime wages
23 and liquidated damages to PLAINTIFF, and other aggrieved employees;
- 24 B. Violations of Labor Code sections 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 and
25 California Code of Regulations, title 8, section 11050 for DEFENDANTS' failure to pay
26 minimum wages and liquidated damages to PLAINTIFF, and other aggrieved
27 employees;
- 28

- 1 C. Violations of Labor Code sections 1194.2, 1198 and California Code of Regulations,
2 title 8, section 11050 for DEFENDANTS' failure to pay split shift premium wages and
3 liquidated damages to PLAINTIFF, and other aggrieved employees;
- 4 D. Violations of Labor Code sections 1194.2 and 1198 and California Code of Regulations,
5 title 8, section 11050 for DEFENDANTS' failure to pay reporting time wages and
6 liquidated damages to PLAINTIFF, and other aggrieved employees;
- 7 E. Violations of Labor Code sections 226.7, 512, and 516, 1198, and California Code of
8 Regulations, title 8, section 11050 for DEFENDANTS' failure to provide meal periods
9 to PLAINTIFF, and other aggrieved employees;
- 10 F. Violations of Labor Code sections 226.7, 512, 516, and 1198, and California Code of
11 Regulations, title 8, section 11050 for DEFENDANTS' failure to provide rest periods to
12 PLAINTIFF, and other aggrieved employees;
- 13 G. Violations of Labor Code sections 226, subdivision (a), 1174, subdivision (d), and 1198
14 for DEFENDANTS' failure to provide accurate itemized wage statements to
15 PLAINTIFF, and other aggrieved employees and to maintain accurate payroll records
16 for PLAINTIFF and other aggrieved employees;
- 17 H. Violations of Labor Code sections 2800 and 2802 for DEFENDANTS' failure to
18 reimburse business expenses to PLAINTIFF, and other aggrieved employees;
- 19 I. Violations of Labor Code sections 201, 202, and 203 for DEFENDANTS' failure to
20 timely pay wages to PLAINTIFF, and other aggrieved employees;

21 133. PLAINTIFF therefore, on her own behalf and on behalf of all aggrieved
22 employees, can and hereby does seeks recovery of all civil penalties as prescribed by Labor
23 Code sections the Private Attorneys General Act of 2004, as the representative of the State of
24 California, for the illegal conduct perpetrated on PLAINTIFF and all aggrieved employees by
25 DEFENDANTS.

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1 **PRAYER**

2 WHEREFORE, PLAINTIFF, individually, prays for judgment against each
3 Defendant, jointly and severally, as follows:

4 **1. ON THE FIRST CAUSE OF ACTION:**

- 5 (a) For overtime wage compensation, and liquidated damages;
6 (b) For an award of interest, including prejudgment interest at the legal rate;
7 and,
8 (c) For statutory penalties, interest, costs of suit and attorneys' fees.

9 **2. ON THE SECOND CAUSE OF ACTION:**

- 10 (a) For minimum wage compensation, split shift premium wage
11 compensation, and liquidated damages;
12 (b) For an award of interest, including prejudgment interest at the legal rate;
13 and,
14 (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

15 **3. ON THE THIRD CAUSE OF ACTION:**

- 16 (a) For reporting time compensation and liquidated damages;
17 (b) For an award of interest, including prejudgment interest at the legal rate;
18 and,
19 (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

20 **4. ON THE FOURTH, FIFTH, SIXTH, SEVENTH, AND EIGHTH, CAUSES**
21 **OF ACTION:**

- 22 (a) For compensatory damages, including lost wages;
23 (b) For an award of interest, including prejudgment interest at the legal rate;
24 and,
25 (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

26 **5. ON THE NINTH CAUSE OF ACTION:**

- 27 (a) For statutory penalties, interest, costs of suit and attorneys' fees.
28

1 **6. ON THE TENTH CAUSE OF ACTION:**

- 2 (a) For restitution and disgorgement;
- 3 (b) For injunctive relief ordering the continuing unfair business acts and
- 4 practices to cease, or as the Court otherwise deems just and proper; and,
- 5 (c) For other injunctive relief ordering DEFENDANTS to notify Plaintiff that
- 6 she has not been paid the proper amounts required in accordance with
- 7 California law.

8 **7. ON THE ELEVENTH CAUSE OF ACTION:**

- 9 (a) That the Court declare, adjudge and decree that DEFENDANTS violated
- 10 the following Labor Code provisions as to PLAINTIFF and/or other
- 11 aggrieved employees:
- 12 1. Labor Code sections 510, 1194, 1194.2, and 1198 and
- 13 California Code of Regulations, title 8, section 11050 for
- 14 DEFENDANTS' failure to pay overtime compensation and
- 15 liquidated damages to PLAINTIFF, and other aggrieved
- 16 employees;
- 17 2. Labor Code sections 1182.12, 1194; 1194.2; 1197; 1197.1; and
- 18 1198 and California Code of Regulations, title 8, section 11050
- 19 for DEFENDANTS' failure to pay minimum wages and
- 20 liquidated damages to PLAINTIFF, and other aggrieved
- 21 employees;
- 22 3. Labor Code sections 1194.2, 1198 and California Code of
- 23 Regulations, title 8, section 11050 for DEFENDANTS' failure
- 24 to pay split shift premium wages and liquidated damages to
- 25 PLAINTIFF, and other aggrieved employees;
- 26 4. Labor Code sections 1194.2, 1198 and California Code of
- 27 Regulations, title 8, section 11050 for DEFENDANTS' failure
- 28

1 to pay reporting time wages and liquidated damages to
2 PLAINTIFF, and other aggrieved employees;

3 5. Labor Code sections 226.7 and 512, 516, and California Code
4 of Regulations, title 8, section 11050 for DEFENDANTS'
5 failure to provide meal periods to PLAINTIFF, and other
6 aggrieved employees;

7 6. Labor Code sections 226.7 and 512, 516, and California Code
8 of Regulations, title 8, section 11050 for DEFENDANTS'
9 failure to provide rest periods to PLAINTIFF, and other
10 aggrieved employees;

11 7. Labor Code sections 226, subdivision (a), 1174, subdivision
12 (d), and 1198 for DEFENDANTS' failure to provide accurate
13 itemized wage statements to PLAINTIFF, and other aggrieved
14 employees and to maintain accurate payroll records for
15 PLAINTIFF and other aggrieved employees;

16 8. Labor Code sections 2800 and 2802 for DEFENDANTS'
17 failure to reimburse business expenses to PLAINTIFF and
18 other aggrieved employees;

19 9. Labor Code sections 201, 202, 203 for DEFENDANTS' failure
20 to timely pay wages to PLAINTIFF, and other aggrieved
21 employees,

22 (b) For civil penalties pursuant to Labor Code sections 210, 226.3, 256, 558,
23 1174.5, 1197.1, and/or 2699, subdivisions (a), (f) and (g), for violations
24 of Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 516, 558,
25 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802;

26 (c) For attorneys' fees and costs pursuant to California Labor Code section
27 2699, subdivision (g)(1), and any and all other relevant statutes, for
28 Defendant's violations of Labor Code sections 201, 202, 203, 226, 226.7,

1 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
2 2800, 2802;

3 (d) For pre-judgment and post-judgment interest as provided by law; and
4 For such other and further relief as the Court may deem equitable and
5 appropriate.

6 **8. ON ALL CAUSES OF ACTION:**

7 (a) For reasonable attorneys' fees;

8 (b) For costs of suit;

9 (c) For prejudgment interest; and,

10 (d) For other and further relief their court deems just and proper.

11
12 Dated: May 21, 2025

THE OZZELLO PRACTICE, PC

13
14 By: 
15 MARK A. OZZELLO
16 CALVIN A. MARSHALL
Attorneys for Plaintiff

17 **DEMAND FOR JURY TRIAL**

18 PLAINTIFF demands a jury trial on issues triable to a jury.

19
20 Dated: May 21, 2025

THE OZZELLO PRACTICE, PC

21
22 By: 
23 MARK A. OZZELLO
24 CALVIN A. MARSHALL
Attorneys for Plaintiff