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on behalf of the State of California and all Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

DANIEL ALLEN and NICHOLE TEAL
GRIFFIN, on behalf of the State of California
and all Aggrieved Employees,

Plaintiffs,

v.

THE ONE GROUP, LLC, a Delaware
Limited Liability Company; THE ONE
GROUP HOSPITALITY, INC., a Delaware
Corporation; STK ROOFTOP SAN DIEGO,
LLC, a California Limited Liability
Company; STK REBEL SAN DIEGO, LLC,
a California Limited Liability Company;
STK SAN FRANCISCO, LLC, a Delaware
Limited Liability Company; STK
WESTWOOD, LLC, a California Limited
Liability Company; STK WESTWOOD II,
LLC, a Delaware Limited Liability
Company; and DOES 1-100, inclusive,

Defendants.

Case No.: **25STCV16722**

**PLAINTIFFS' REPRESENTATIVE
COMPLAINT FOR VIOLATION OF
THE PRIVATE ATTORNEYS
GENERAL ACT, CAL. LABOR CODE
SECTIONS 2698, et seq.**

1 Plaintiff, DANIEL ALLEN (“PLAINTIFF ALLEN”) and NICHOLE TEAL GRIFFIN
2 (“PLAINTIFF GRIFFIN”), (collectively “PLAINTIFFS”), on behalf of the State of California and
3 all Aggrieved Employees (as defined below), hereby file this Complaint against Defendants THE
4 ONE GROUP, LLC, a Delaware Limited Liability Company; THE ONE GROUP HOSPITALITY,
5 INC., a Delaware Corporation; STK ROOFTOP SAN DIEGO, LLC, a California Limited Liability
6 Company; STK REBEL SAN DIEGO, LLC, a California Limited Liability Company; STK SAN
7 FRANCISCO, LLC, a Delaware Limited Liability Company; STK WESTWOOD, LLC, a
8 California Limited Liability Company; STK WESTWOOD II, LLC, a Delaware Limited Liability
9 Company; and DOES 1-100, inclusive. PLAINTIFFS are informed and believe and thereon allege
10 as follows:

11 **INTRODUCTION**

12 1. This is a representative action filed by PLAINTIFFS on behalf of all Aggrieved
13 Employees and the State of California against DEFENDANTS, pursuant to California’s Private
14 Attorney General Act, Labor Code section 2698 *et. seq.* (“PAGA”), to recover civil penalties for
15 DEFENDANTS’ violations of the California Labor Code as alleged below.

16 **JURISDICTION AND VENUE**

17 2. This Court has jurisdiction over PLAINTIFFS’ claims for penalties pursuant to
18 California statutes, including but not limited to the PAGA, and decisional law and regulations.

19 3. Venue is proper in this judicial district and the County of Los Angeles pursuant to
20 California Code of Civil Procedure section 395.5 because DEFENDANTS transact business within
21 this judicial district, DEFENDANTS employed PLAINTIFF GRIFFIN and other Aggrieved
22 Employees to work in this judicial district, and conduct alleged by PLAINTIFFS herein occurred in
23 this judicial district. *See also Crestwood Behavioral Health, Inc. v. Superior Court* (2021) 60
24 Cal.App.5th 1069 (venue in a PAGA action is proper in any county where the defendants committed
25 Labor Code violations against some of its employees). Venue is also proper pursuant to section 393
26 of the California Code of Civil Procedure because the cause, or some part of the cause, arose in the
27 County of Los Angeles.

THE PARTIES

4. PLAINTIFFS are, and at all relevant times, were individuals domiciled in the State of California and a citizen of the State of California.

5. PLAINTIFFS are former non-exempt, hourly-paid employees of DEFENDANTS.

6. PLAINTIFF ALLEN worked for DEFENDANTS as a server, and/or similar job title/position from in or August 2022 through in or around February 2025 at DEFENDANTS' STK Steakhouse location in San Francisco, California.

7. PLAINTIFF GRIFFIN worked for DEFENDANTS as a server, and/or similar job title/position from in or around August 2020 through in or around May 2024 at DEFENDANTS' STK locations in the following California cities: Los Angeles, San Francisco, and San Diego.

8. Defendant, THE ONE GROUP, LLC, is a Delaware Limited Liability Company that at all relevant times was authorized to do business in California and is doing business in California.

9. Defendant, THE ONE GROUP HOSPITALITY, INC., is a Delaware Corporation that at all relevant times was authorized to do business in California and is doing business in California.

10. Defendant, STK ROOFTOP SAN DIEGO, LLC, is a California Limited Liability Company that at all relevant times was authorized to do business in California and is doing business in California.

11. Defendant, STK REBEL SAN DIEGO, LLC, is a California Limited Liability Company that at all relevant times, was authorized to do business in California and is doing business in California.

12. Defendant, STK SAN FRANCISCO, LLC, is a Delaware Limited Liability Company that at all relevant times, was authorized to do business in California and is doing business in California.

13. Defendant, STK WESTWOOD, LLC, is a California Limited Liability Company that at all relevant times, was authorized to do business in California and is doing business in California.

14. Defendant, STK WESTWOOD II, LLC, is a Delaware Limited Liability Company that at all relevant times was authorized to do business in California and is doing business in

1 California.

2 15. DEFENDANTS are a global leader in “vibe dining,” operating multiple restaurant
3 brands. DEFENDANTS own, operate, manage and/or staff its employees to work at the full-service
4 restaurants, steakhouses, vibe dining concepts, venues, facilities, and/or other locations including
5 but not limited to in Los Angeles, Canoga Park, San Francisco, and San Diego, California.
6 DEFENDANTS operate business under including but not limited to, the following brand name(s):
7 “STK Steakhouse,” “STK,” “Kona Grill,” “Benihana,” “RA,” “RA Sushi,” “The ONE Group,”
8 and/or “The ONE Group Hospitality” and/or “ONE Hospitality.” DEFENDANTS operate at least
9 four (4) locations under the STK Steakhouse brand name, including, locations in the following
10 California cities: Los Angeles, Canoga Park, San Francisco, and San Diego. In addition to its full-
11 service restaurants, DEFENDANTS also operate a signature turn-key food and beverage service,
12 which operates under including but not limited to, the name(s) “ONE Hospitality.” DEFENDANTS,
13 through its various locations, serve the restaurant and/or hospitality industry.¹

14 16. The true names and capacities of the DOE Defendants sued herein as DOES 1
15 through 100, inclusive, are currently unknown to PLAINTIFFS, who therefore sues each such
16 Defendant by said fictitious names. Each of the Defendants designated herein as a DOE is legally
17 responsible for the unlawful acts alleged herein. PLAINTIFFS will seek leave of Court to amend
18 this Complaint to reflect the true names and capacities of the Doe Defendants when such identities
19 become known.

20 17. PLAINTIFFS are further informed and believe that, at all relevant times, each
21 Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director,
22 controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or
23 predecessor in interest of some or all of the other Defendants, and was engaged with some or all of
24 the other defendants in a joint enterprise for profit, and bore such other relationships to some or all
25 of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this
26 complaint. PLAINTIFFS are further informed and believes and thereon alleges that each Defendant

27
28 ¹ See <https://togrp.com/> and <https://stksteakhouse.com/en-us/locations/>. Last visited on June 5, 2025

1 acted pursuant to and within the scope of the relationships alleged above, and that at all relevant
2 times, each Defendant knew or should have known about, authorized, ratified, adopted, approved,
3 controlled, aided and abetted the conduct of all other Defendants.

4 **JOINT LIABILITY**

5 18. Under California law, the definition of the terms “to employ” are broadly construed
6 under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to
7 exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3)
8 to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49
9 Cal.4th 35, 64 (2010). One reason that the IWC defined “employer” in terms of exercising control
10 was to reach situations in which multiple entities control different aspects of the employment
11 relationship. Supervision of the work, in the specific sense of exercising control over how services
12 are properly performed, is properly viewed as one of the “working conditions” mentioned in the
13 wage order. *Id.* at 76. A joint employer relationship exists, for example, when one entity (such as a
14 temporary employment agency) hires and pays a worker, and the other entity supervises the work.
15 *Id.* Moreover, the California Court of Appeal recently broadened the test for joint employment in
16 California, applying a less stringent standard to what constitutes sufficient control by a business
17 over its vendor’s employees’ wages and working conditions to render that business liable as a joint
18 employer. See, *Medina v. Equilon Enterprises, LLC*, 68 Cal. App. 5th 868 (2021); “[i]f the putative
19 joint employer instead exercises enough control over the intermediary entity to *indirectly* dictate the
20 wages, hours, or working conditions of the employee, that is a sufficient showing of joint
21 employment,” *Id.* at 875 [emphasis added].

22 19. During PLAINTIFF’s employment by DEFENDANTS, PLAINTIFFS and the
23 Aggrieved Employees (defined below) were jointly employed by DEFENDANTS for purposes of
24 the Wage Orders, under the alternative definitions of “to employ” adopted by the California
25 Supreme Court in *Martinez*, supra. As discussed below, these DEFENDANTS (1) exercised control
26 over wages, hours and working conditions of PLAINTIFFS and the Aggrieved Employees; (2)
27 suffered or permitted PLAINTIFFS and Aggrieved Employees to work for them; and (3) engaged
28 PLAINTIFFS and Aggrieved Employees to work for them.

1 20. PLAINTIFFS are informed and believe, and thereon alleges that at all relevant times
2 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
3 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices
4 across all of their locations/facilities and subjected all of the Aggrieved Employees to these same
5 policies and practices regardless of the location(s) where they worked. Among other things,
6 PLAINTIFFS are informed and believe that: (1) there is common ownership in, and financial
7 control, in DEFENDANTS' companies, (2) DEFENDANTS utilize common management, who
8 have control over the day-to-day operations and employment matters, including the power to hire
9 and fire, set schedules, issue employee policies, and determine rates of compensation across its
10 locations in California; (3) DEFENDANTS utilize the same policies and procedures for all
11 California employees, including issuing the same employee handbooks and other form agreements;
12 (4) DEFENDANTS use at least some of the same Human Resources personnel and attorneys to
13 oversee employment matters; and, (6) DEFENDANTS share employees.

14 21. PLAINTIFFS are informed and believe, and thereon allege that at all times relevant
15 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFFS and the Aggrieved
16 Employees upon whose behalf PLAINTIFFS bring these allegations and causes of action, in that
17 DEFENDANTS, exercised sufficient control over PLAINTIFFS and the Aggrieved Employees'
18 wages, hours and working conditions, and/or suffered or permitted PLAINTIFFS and the Aggrieved
19 Employees to work so as to be considered the joint employers of PLAINTIFFS and the Aggrieved
20 Employees.

21 22. Upon information and belief, PLAINTIFFS allege that DEFENDANTS created a
22 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
23 time-keeping practices, meal and rest periods, reimbursement of business expenses and other
24 working conditions that were distributed to, and/or applied to PLAINTIFFS and the Aggrieved
25 Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of
26 PLAINTIFFS and the Aggrieved Employees in a uniform manner. DEFENDANTS collectively
27 represented to PLAINTIFFS and the Aggrieved Employees that each was an "at-will" employee of
28 DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate

1 PLAINTIFFS' and Aggrieved Employees' employment with or without cause. Upon information
2 and belief, DEFENDANTS further collectively represented to PLAINTIFFS and Aggrieved
3 Employees in writing the details of their compensation, and the manner in which they were to take
4 meal and rest periods, the procedures required by DEFENDANTS collectively for recordation of
5 hours worked and the policies applicable to PLAINTIFFS and Aggrieved Employees by which
6 DEFENDANTS collectively would evaluate the wage rates of PLAINTIFFS and Aggrieved
7 Employees.

8 23. For example, DEFENDANTS, and each of them, share the same principal place of
9 business and agent for service of process as provided to the California Secretary of State and based
10 on information and belief utilize some of the same attorneys and/or human resources personnel to
11 oversee employment-related matters. Based on information and belief, Defendant, THE ONE
12 GROUP, LLC, and/or Defendant, THE ONE GROUP HOSPITALITY, INC., operate as a parent
13 company, which operates restaurant locations throughout California, including but not limited to
14 those jointly operated by the other named Defendants, Defendant, STK ROOFTOP SAN DIEGO,
15 LLC; Defendant, STK REBEL SAN DIEGO, LLC; Defendant, STK SAN FRANCISCO, LLC;
16 STK WESTWOOD, LLC; and/or Defendant, STK WESTWOOD II, LLC. For example, all of
17 DEFENDANTS' STK Steakhouse locations are listed on a central website.² Also, based on
18 information and belief, documents contained in PLAINTIFFS' personnel files, including without
19 limitation, employment agreements, employment policy documents and/or other employment-
20 related documents identify "The ONE Group" and "STK" and/or "STK Steakhouse" as the name of
21 PLAINTIFFS' employer. Moreover, the online employment application for STK Steakhouse
22 redirects you to The ONE Group Hospitality website, which presents the job applicant with a
23 dropdown menu listing all restaurants jointly operated by DEFENDANTS.

24 24. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
25 and working conditions of PLAINTIFFS and Aggrieved Employees. As such, DEFENDANTS
26 collectively held the right to control virtually every aspect of PLAINTIFFS' and the Aggrieved
27 Employees' employment, including the instrumentality that resulted in the illegal conduct for which

28 ² See <https://stksteakhouse.com/en-us/locations/>. Last visited on June 5, 2025.

1 PLAINTIFFS seek relief in this Complaint.

2 25. By reason of their status as joint employers of PLAINTIFFS and Aggrieved
3 Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor
4 Code and applicable Wage Orders as to all Aggrieved Employees.

5 **PAGA ALLEGATIONS**

6 26. PLAINTIFFS bring this action under the PAGA, as a representative action on behalf
7 of the State of California and all Aggrieved Employees, regarding violations of the California Labor
8 Code as set forth herein as to all Aggrieved Employees. Said “Aggrieved Employees” include the
9 following:

10 All current and former non-exempt employees that worked either directly or via a
11 staffing agency for any one or more DEFENDANTS at any location in California at
12 any time from one year plus 65 days from the filing of the initial Complaint through
13 the present (“PAGA Period”).

14 27. PLAINTIFFS are each an “aggrieved employee,” as that term is defined under Labor
15 Code section 2699(c), as PLAINTIFFS were employed by DEFENDANTS during the applicable
16 statutory limitations period and suffered all of the Labor Code violations set forth herein.
17 Accordingly, PLAINTIFFS seek to recover on behalf of the State of California, and all Aggrieved
18 Employees, the civil penalties provided by PAGA, plus reasonable attorney's fees and costs.
19 PLAINTIFFS have standing to bring a PAGA cause of action on behalf of the State and all
20 Aggrieved Employees, as PLAINTIFFS were jointly employed by DEFENDANTS and are affected
21 by all of the alleged violations.

22 **COMPLIANCE WITH PAGA’S NOTIFICATION REQUIREMENTS**

23 28. PLAINTIFFS, on March 25, 2025, through counsel, gave written notice by online
24 filing with the California Labor and Workforce Development Agency (“LWDA”) informing it that
25 DEFENDANTS failed to comply with California’s labor laws with regard to the allegations alleged
26 in this Complaint (“PAGA Notice”). The PAGA Notice was also sent to DEFENDANTS via
27 certified mail.

28 29. The PAGA Notice outlined PLAINTIFFS’ claims for violations of the California

1 Labor Code and the applicable wage orders on behalf of the State of California and all Aggrieved
2 Employees.

3 30. The LWDA did not provide notice of its intention to investigate DEFENDANTS'
4 violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the
5 alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA.
6 PLAINTIFFS have exhausted the administrative remedies as required by Labor Code section
7 2699.3. Consequently, PLAINTIFFS' right to file the instant lawsuit has duly accrued.

8 31. PLAINTIFFS seek to recover the PAGA civil penalties through a representative
9 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
10 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

11 **FACTUAL ALLEGATIONS**

12 32. During the relevant period, PLAINTIFFS, and each of the Aggrieved Employees
13 worked for DEFENDANTS in the State of California. At all times referenced herein,
14 DEFENDANTS exercised control over PLAINTIFFS and Aggrieved Employees and suffered
15 and/or permitted them to work.

16 33. PLAINTIFFS are former non-exempt employees of DEFENDANTS.

17 34. PLAINTIFF ALLEN worked for DEFENDANTS as a server, and/or similar job
18 title/position from in or August 2022 through in or around February 2025 at DEFENDANTS' STK
19 Steakhouse location in San Francisco, California.

20 35. PLAINTIFF ALLEN regularly worked at least approximately five (5) to fourteen
21 (14) hours per day.

22 36. PLAINTIFF GRIFFIN worked for DEFENDANTS as a server, and/or similar job
23 title/position from in or around August 2020 through in or around May 2024 at DEFENDANTS'
24 STK locations in the following California cities: Los Angeles, San Francisco, and San Diego.

25 37. PLAINTIFF GRIFFIN regularly worked at least six (6) to twelve (12) plus hours per
26 day, at least five (5) to seven (7) days per week, at times, working more than seven (7) days
27 consecutively.

28 38. DEFENDANTS paid PLAINTIFFS an hourly rate for time counted by

1 DEFENDANTS as hours worked. Based on information and belief, PLAINTIFFS and other
2 Aggrieved Employees also earned tips as part of their compensation.

3 39. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
4 PLAINTIFFS and Aggrieved Employees for all hours worked, resulting in the underpayment of
5 minimum and overtime wages.

6 40. Based on information and belief, Aggrieved Employees were not paid for all hours
7 worked due to DEFENDANTS' mandated off-the clock work policies and/or practices and failure
8 to relieve Aggrieved Employees of all duties and DEFENDANTS' control during unpaid meal
9 periods.

10 41. For example, DEFENDANTS have a policy and practice of requiring Aggrieved
11 Employees to complete work tasks prior to clocking in for the start of their shifts, after clocking out
12 for the end of their shifts and/or during unpaid meal periods, resulting in DEFENDANTS' failure
13 to compensate Aggrieved Employees for all hours worked and the underpayment of wages owed.

14 42. For example, PLAINTIFF ALLEN was consistently required to complete work tasks
15 while clocked out for purportedly off-duty meal periods, resulting in DEFENDANTS' failure to
16 compensate PLAINTIFF ALLEN for all hours worked and the underpayment of wages owed.

17 43. Similarly, PLAINTIFF GRIFFIN was required to work during her meal periods, take
18 shortened and/or interrupted meal periods due to lack of coverage and/or the need to complete
19 assigned job duties, resulting in DEFENDANTS' failure to compensate PLAINTIFF GRIFFIN for
20 all hours worked and the underpayment of wages owed.

21 44. Based on information and belief, DEFENDANTS would unlawfully edit the clock in
22 and out times for Aggrieved Employees' meal periods in order to display at least a thirty minute off-
23 duty meal period during many if not all shifts worked, notwithstanding the fact that DEFENDANTS
24 had actual and/or constructive knowledge that DEFENDANTS had required Aggrieved Employees'
25 to complete work-related tasks during unpaid meal periods, thereby failing to compensate Aggrieved
26 Employees for all hours worked and the underpayment of owed wages.

27 45. Based on information and belief, at times, at times, Aggrieved Employees were
28 required to complete off-the-clock work outside of scheduled shifts due to work-related phone calls

1 and/or messages they received to their phones/mobile devices and were required to respond to,
2 including but not limited to, communications from supervisors regarding scheduling and/or other
3 work tasks, resulting in the underpayment of wages owed to Aggrieved Employees.

4 46. Based on information and belief, at times, DEFENDANTS failed to pay Aggrieved
5 Employees all owed reporting time pay wages and/or failed to pay split shift compensation
6 whenever their work schedules were interrupted by non-paid non-working periods established by
7 DEFENDANTS, which resulted in a violation of the applicable Wage Order.

8 47. Based on information and belief, DEFENDANTS failed and continue to fail to pay
9 a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours
10 in a week.

11 48. Based on information and belief, DEFENDANTS failed and continue to fail to pay
12 twice Aggrieved Employees' regular rate(s) of pay for time worked beyond twelve (12) hours per
13 workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a
14 work week, in violation of California's overtime laws.

15 49. For example, DEFENDANTS did not compensate PLAINTIFFS at twice their
16 regular rate(s) of pay for all time worked beyond twelve (12) hours per workday.

17 50. Also, DEFENDANTS failed to compensate PLAINTIFF GRIFFIN at twice
18 PLAINTIFF GRIFFIN's regular rate of pay for all time worked beyond eight (8) hours on the
19 seventh consecutive day of work in a work week

20 51. Based on information and belief, DEFENDANTS had actual and/or constructive
21 knowledge that its off-the-clock work policies and practices and failure to relieve Aggrieved
22 Employees of all duties and DEFENDANTS' control during unpaid meal periods resulted in the
23 underpayment of minimum wages and overtime wages owed to Aggrieved Employees, in violation
24 of California's minimum and overtime wage laws.

25 52. Based on information and belief, DEFENDANTS failed to incorporate all non-
26 discretionary remuneration, including but not limited to, shift differential pay, bonus pay/incentive
27 pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used
28 to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime

1 wages owed to PLAINTIFFS and other Aggrieved Employees.

2 53. **Meal Period Violations.** PLAINTIFFS and other Aggrieved Employees consistently
3 worked shifts of more than five (5) hours, entitling them to at least one meal period. However,
4 PLAINTIFFS and other Aggrieved Employees would not receive legally compliant thirty (30)
5 minute meal periods.

6 54. PLAINTIFFS and other Aggrieved Employees would not receive legally compliant
7 thirty (30) minute first meal breaks.

8 55. For example, based on information and belief, at times, Aggrieved Employees were
9 forced to take late meal periods in order to complete assigned job duties. Based on information and
10 belief, Aggrieved Employees were at times interrupted during purported meal periods, had meal
11 periods cut short and/or were restricted to DEFENDANTS' premises due to the need to continue
12 assigned job duties.

13 56. For example, PLAINTIFF ALLEN was frequently required to complete work tasks
14 while clocked out for purported meal periods.

15 57. Similarly, PLAINTIFF GRIFFIN was required to work during her meal periods, take
16 shortened and/or interrupted meal periods due to lack of coverage and/or the need to complete
17 assigned job duties.

18 58. Also, at times, PLAINTIFF GRIFFIN was forced to take her first meal period late
19 (i.e. after working five (5) or more hours) due to lack of coverage and/or the need to complete
20 assigned job duties.

21 59. Based on information and belief, DEFENDANTS would unlawfully edit the clock in
22 and out times for his and other Aggrieved Employees' meal periods in order to display at least a
23 thirty minute off-duty meal period and/or instructed Aggrieved Employees to record they had taken
24 a compliant meal period during most if not all shifts worked, notwithstanding the fact that
25 DEFENDANTS had actual and/or constructive knowledge that DEFENDANTS had required
26 PLAINTIFFS and other Aggrieved Employees' to complete work-related tasks during their meal
27 periods and/or otherwise take noncompliant meal periods.

28 60. Also, per DEFENDANTS' uniform policy and practice, Aggrieved Employees who

1 worked shifts of more than ten hours did not receive a second legally compliant thirty (30) minute
2 second meal break.

3 61. For example, neither PLAINTIFF ALLEN nor PLAINTIFF GRIFFIN received any
4 version of a second meal period when working shifts longer than ten (10) hours.

5 62. DEFENDANTS implemented policies and/or practices that failed to relieve
6 Aggrieved Employees of all duties and DEFENDANTS' control during unpaid meal periods.

7 63. Based on information and belief, DEFENDANTS required Aggrieved Employees to
8 complete off-the-clock work prior to their scheduled shift time which DEFENDANTS failed to take
9 into account when scheduling meal periods for Aggrieved Employees. Based on information and
10 belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock work.

11 64. Based on information and belief, DEFENDANTS had actual and/or constructive
12 knowledge that their policies and practices resulted in the denial of uninterrupted meal periods
13 which were free of DEFENDANTS' control owed to PLAINTIFFS and other Aggrieved
14 Employees, in violation of California's meal period laws.

15 65. DEFENDANTS failed to pay PLAINTIFFS and other Aggrieved Employees, an
16 additional hour of wages at their respective regular rates of compensation for each workday a lawful
17 meal period was not provided.

18 66. **Rest Period Violations.** DEFENDANTS did not properly authorize and permit
19 PLAINTIFFS and other Aggrieved Employees to take legally compliant rest periods at a rate of
20 every four (4) hours worked or major fraction thereof, that insofar as practicable, were in the middle
21 of the work period, as required by law.

22 67. For example, Aggrieved Employees were at times unable to take compliant rest
23 periods due to their need to complete assigned job duties, were unable to take a net ten-minute rest
24 period in a suitable rest area and/or had purported rest periods restricted to DEFENDANTS'
25 premises.

26 68. For example, PLAINTIFF ALLEN was frequently required to work during rest
27 periods due to the need to complete assigned job duties.

28 69. Similarly, PLAINTIFF GRIFFIN did not receive rest periods in a structured manner

1 such that any rest periods were usually cut short, interrupted and/or on-duty and were only taken
2 once tasks were completed, and/or as time permitted, resulting in consistently denied rest periods.

3 70. Furthermore, DEFENDANTS failed to pay a rest period premium at PLAINTIFFS'
4 and other Aggrieved Employees' respective regular rates of pay for each day in which they
5 experienced a missed/unlawful rest period in violation of California law.

6 71. **Inaccurate Wage Statements.** During the relevant period, DEFENDANTS failed to
7 provide PLAINTIFF and other Aggrieved Employees with accurate wage statements that complied
8 with Labor Code section 226. As DEFENDANTS failed to provide PLAINTIFF and Aggrieved
9 Employees with meal and rest periods that complied with Labor section 226.7, the wage statements
10 DEFENDANTS issued to PLAINTIFF and Aggrieved Employees failed and continue to fail to
11 correctly set forth the gross wages earned, the total hours worked, the net wages earned, and all
12 applicable hourly rates in effect during the pay period and the corresponding number of hours
13 worked at each hourly rate by the employee.

14 72. DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees
15 that also failed to indicate the earned gross and net wages earned during the pay period, the correct
16 applicable rates of pay for all hours worked, and the total hours worked by PLAINTIFF and
17 Aggrieved Employees (by virtue of off-the-clock work policies and practices) which results in a
18 violation of Labor Code section 226(a).

19 73. DEFENDANTS' failure to accurately list all hours worked on all wage statements
20 caused confusion to PLAINTIFFS and caused and continue to cause confusion to the Aggrieved
21 Employees over whether they received all wages owed to them. PLAINTIFFS and Aggrieved
22 Employees were injured by DEFENDANTS' failure to provide accurate wage statements.

23 74. In addition, because of the violations detailed above, including but not limited to, not
24 paying regular and overtime wages for all hours worked, not paying all sick leave wages at the
25 proper rates, and failing to provide meal and rest break premiums, DEFENDANTS have violated
26 California Labor Code § 226 by willfully failing to furnish PLAINTIFFS and all Aggrieved
27 Employees with accurate, itemized wage statements. As described herein, based on information and
28 belief, DEFENDANTS also failed to incorporate all forms of non-discretionary compensation

1 earned during the pay period into the overtime pay rate calculation, and as such, failed to display
2 the proper overtime rate(s) for each hour of overtime worked.

3 75. Based on information and belief, wage statements issued by DEFENDANTS failed
4 to list all applicable hourly rates in effect during the pay period and the corresponding number of
5 hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

6 76. As a result, DEFENDANTS issued wage statements to PLAINTIFFS and Aggrieved
7 Employees that were not accurate and did not include all of the statutorily required information. As
8 such, DEFENDANTS violated Labor Code section 226.

9 77. **Failure to Timely Pay All Wages Upon Separation of Employment.**
10 DEFENDANTS failed to timely pay Aggrieved Employees all wages that were due and owing upon
11 termination or resignation. Based on information and belief, DEFENDANTS untimely provide final
12 wages to Aggrieved Employees without regard to the timing requirements of Labor Code sections
13 201-202.

14 78. Upon separation of employment, PLAINTIFFS and other Aggrieved Employees
15 final paychecks were not timely provided and/or did not include all wages owed as they were devoid
16 of, including but not limited to, all owed minimum wages, overtime wages, premium wages and/or
17 paid time off at the properly accrued rates.

18 79. These violations subject DEFENDANTS to civil penalties under Labor Code section
19 203, 210, and/or 256.

20 80. **Violation of California Day of Rest Law.** Under California law, every employee in
21 California is "entitled" to "one day's rest [from labor] in seven"; and, no employer may "cause" their
22 employees "to work more than six days in seven." *See* Labor Code Sections 551 and 552. Labor
23 Code section 553 provides that a violation of the foregoing sections is a misdemeanor.

24 81. Based on information and belief, DEFENDANTS have and continue to have a
25 uniform policy and practice of requiring Aggrieved Employees to work at least seven days
26 consecutively in a workweek, in violation of including but not limited to, Labor Code Section 551.

27 82. For example, at times, PLAINTIFF GRIFFIN was required to work more than seven
28 days consecutively in a workweek, in violation of Labor Code Section 551. Based on information

1 and belief, other Aggrieved Employees were also suffered, permitted, or required to work at least
2 seven (7) days consecutively in a workweek, in violation of California law, including but not limited
3 to Labor Code Section 551.

4 83. **Unreimbursed Business Expenses.** DEFENDANTS required PLAINTIFF and
5 Aggrieved Employees to incur business expenses as a direct consequence of the performance of
6 their job duties without providing reimbursement, in violation of Labor Code section 2802.
7 DEFENDANTS shifted the costs of doing business onto PLAINTIFF and other Aggrieved
8 Employees requiring them to pay for business expenses, including but not limited to, uniforms/work
9 shoes//clothing protective gear and/or the use of Aggrieved Employees' personal cell phones/mobile
10 devices, internet and/or data usage for work related purposes, including but not limited to, to receive
11 and respond to work related messages and/or phone calls.

12 84. For example, PLAINTIFF ALLEN was frequently required to respond to work-
13 related calls and/or messages on PLAINTIFF ALLEN's personal cell phone/mobile device,
14 however, DEFENDANTS did not provide PLAINTIFF ALLEN with any reimbursement for these
15 business expenses.

16 85. Similarly, PLAINTIFF GRIFFIN was required to use her personal cell
17 phone/personal device to carry out PLAINTIFF GRIFFIN's assigned job duties including without
18 limitation for responding to work-related calls and/or messages, however, DEFENDANTS failed to
19 provide PLAINTIFF GRIFFIN with any reimbursement for these business expenses.

20 86. DEFENDANTS regularly failed to reimburse and indemnify Aggrieved Employees
21 for business expenses. Pursuant to California Labor Code section 2802, PLAINTIFF and Aggrieved
22 Employees were entitled to be reimbursed for all reasonable expenses associated with carrying out
23 DEFENDANTS' orders and/or carrying out the duties assigned by DEFENDANTS.

24 87. DEFENDANTS' failure to provide Aggrieved Employees with full reimbursement
25 for all reasonable expenses associated with carrying out their duties required that Aggrieved
26 Employees subsidize and/or carry the burden of business expenses in violation of Labor Code section
27 2802.

28 88. PLAINTIFFS are informed and believe and allege thereon that DEFENDANTS

1 engaged in these same herein described unlawful practices, which led to violations of the California
2 Labor Code as further alleged below, and that DEFENDANTS applied these same herein described
3 unlawful practices to all of its employees that it applied to PLAINTIFFS.

4 **FIRST CAUSE OF ACTION**
5 **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT, LABOR CODE SECTIONS**
6 **2698, *ET SEQ.***
7 **(On behalf of PLAINTIFFS, Aggrieved Employees and the State of California against all**
8 **Defendants)**

9 89. PLAINTIFFS incorporate all preceding paragraphs as if fully alleged herein.

10 **Meal Period Violations**

11 90. California law requires employers to provide employees a duty-free, uninterrupted
12 thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and
13 it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and
14 all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior*
15 *Court* (2012) 53 Cal.4th 1004.

16 91. Employers must also provide employees with a second duty-free, uninterrupted thirty
17 (30) minute meal period when an employee works more than (10) hours in a workday, and it must
18 be provided before the end of the 10th hour of work. *Ibid.*

19 92. Employers covered by any and all applicable IWC Wage Orders have an obligation
20 to both (1) relieve their employees for at least one meal period for shifts over five hours (see above),
21 and (2) to record having done so. If the employer fails to properly record a valid meal period, it is
22 presumed that no meal period was provided. All applicable IWC Wage Orders, section 7(A)(3)
23 (“Meal periods . . . shall also be recorded”); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing
24 section 7(A)(3) (“If an employer’s records show no meal period for a given shift over five hours, a
25 rebuttable presumption arises that the employee was not relieved of duty and no meal period was
26 provided”).

27 93. Employers must pay employees an additional hour of wages at the employees’
28 regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted
meal period, first meal period provided after five (5) hours, second meal period provided after 10
hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) (“If an employer fails to

1 provide an employee a meal period in accordance with the applicable provision of this Order, the
2 employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation
3 for each workday that the meal period is not provided"); *Brinker, supra*, 53 Cal.4th 1004.

4 94. As explained above, PLAINTIFFS and other Aggrieved Employees were
5 consistently unable to take timely, off duty, thirty-minute, uninterrupted meal periods, often being
6 forced to take late meal periods, interrupted meal periods, and/or work through part or all of their
7 meal periods due to understaffing, the nature and constraints of their job duties, and/or commentary
8 from supervisors pressuring them to take non-compliant meal periods or skip meal periods
9 completely.

10 95. PLAINTIFFS are informed and believe and thereon allege that DEFENDANTS had
11 actual and/or constructive knowledge that its unlawful policies and practices resulted in the denial
12 of compliant meal periods in violation of California's meal period laws.

13 96. DEFENDANTS also failed to pay premiums at Aggrieved Employees' regular
14 rate(s) of pay for missed/otherwise unlawful meal periods in violation of California law.

15 97. These unlawful meal period policies and practices result in violations of Labor Code
16 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject
17 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable
18 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §
19 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

20 **Rest Period Violations**

21 98. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
22 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
23 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
24 "insofar as practicable." In *Brinker v Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012),
25 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for
26 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to
27 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
28 1029). The rest period requirement obligates employers to permit and authorize employees to take

1 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control
2 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
3 257. If the employer fails to provide any required rest period, the employer must pay the employee
4 one hour of pay at the employee's regular rate of compensation for each workday the employer did
5 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and
6 applicable IWC Wage Order, §12(B).

7 99. Moreover, under California law rest periods must be a "net" ten minutes in a suitable
8 rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 Division of Labor Standards
9 Enforcement (DLSE) Letters wherein the DLSE ruled that the net ten-minute language for rest
10 periods means ten minutes of time in a rest area and cannot include time it takes to get to and from
11 the rest area). The employer must show that it clearly articulates the right to a net ten minutes,
12 which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what
13 happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in
14 the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the
15 "onus is on the employer to clearly communicate the authorization and permission [to take rest
16 periods] to its employees.").

17 100. PLAINTIFFS and the Aggrieved Employees did not receive legally compliant,
18 timely 10-minute rest periods for every four (4) hours worked or major fraction thereof. As
19 explained above, any purported rest periods were late, interrupted, cut short, on duty, and/or
20 otherwise subject to DEFENDANTS' control due to the nature and constraints of Aggrieved
21 Employees' job duties, understaffing, and/or commentary from supervisors pressuring
22 PLAINTIFFS and Aggrieved Employees to skip rest periods completely or otherwise take non-
23 compliant rest periods.

24 101. Based on information and belief, DEFENDANTS implemented policies and/or
25 practices that failed to relieve PLAINTIFFS and other Aggrieved Employees of all duties and
26 employer control during rest periods. Based on further information and belief, Aggrieved
27 Employees were pressured to complete their work duties according to a designated schedule such
28 that rest periods were only taken once tasks were completed, and/or as time permitted.

1 102. As a result, PLAINTIFFS and Aggrieved Employees did not receive legally
2 compliant first meal periods as required by California law.

3 103. Moreover, based on information and belief, DEFENDANTS failed to pay a rest
4 period premium to PLAINTIFFS and other Aggrieved Employees at their respective regular rate(s)
5 of pay for each workday in which there was a missed or otherwise unlawful rest period.

6 104. As such, DEFENDANTS violated Labor Code sections 226.7, and 1198-1199, and
7 all applicable IWC Wage Orders, §12. These violations subject DEFENDANTS to civil penalties
8 under Labor Code §§ 558 and 2699, and all applicable Wage Orders, §20.

9 **Minimum and Overtime Wage Violations**

10 105. California law provides that employees in California must be paid for all hours
11 worked, up to forty (40) hour per week or eight (8) hours per day, at a regular rate that is no less
12 than the mandated minimum wage. *See* Labor Code section 1197 and the applicable Wage Order.
13 The minimum wage standard applies to each hour employees worked for which they were not paid.
14 Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful
15 even if averaging an employee's total pay over all hours worked, paid or not, results in an average
16 hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324.

17 106. California law also provides that employees in California must be paid overtime,
18 equal to 1.5 times the employee's regular rate of pay for all hours worked in excess of 40 hours per
19 week or 8 hours per day. *See* Labor Code 510 and the applicable Wage Order section 3. Employers
20 must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond
21 twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh
22 consecutive day of work in a work week. *Ibid.*

23 107. As explained above, DEFENDANTS violated California's minimum and overtime
24 wage laws by failing to compensate PLAINTIFFS and the Aggrieved Employees for all hours
25 worked by virtue of, among other things, DEFENDANTS' off-the-clock work policies and practices
26 and unlawful meal period policies and practices described herein which resulted in unpaid minimum
27 and overtime wages.

28 108. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFFS

1 and Aggrieved Employees for all hours worked.

2 109. Based on information and belief, DEFENDANTS had actual or constructive
3 knowledge that off-the-clock work policies and practices resulted in the underpayment of minimum
4 and overtime wages owed to PLAINTIFFS and other Aggrieved Employees.

5 110. Based on information and belief, DEFENDANTS failed and continue to fail to pay
6 a premium wage rate for all hours worked beyond eight (8) hours in a day or beyond forty (40) hours
7 in a week.

8 111. Based on information and belief, DEFENDANTS further violated California's
9 overtime wage laws by failing to incorporate all non-discretionary compensation, including but not
10 limited to, non-discretionary bonus compensation, shift differentials, and/or other non-discretionary
11 compensation into the regular rate of pay used to calculate the overtime rate of pay. Failing to
12 include non-discretionary compensation into the regular rate of pay resulted in a miscalculation of
13 the overtime wage rate, resulting in the underpayment of overtime wages owed to PLAINTIFFS and
14 other Aggrieved Employees.

15 112. This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1,
16 1194, 1197, 1198-1199, and all applicable Wage Orders. These violations subject DEFENDANTS
17 to civil penalties under Labor Code sections 218.5, 558, 558.1, 1197.1, 2699, and all applicable IWC
18 Wage Orders, section 20.

19 **Violation of California Day of Rest Law**

20 113. Under California law, every employee in California is "entitled" to "one day's rest
21 [from labor] in seven"; and, no employer may "cause" its employees "to work more than six days in
22 seven." *See* Labor Code Sections 551 and 552. Labor Code section 553 provides that a violation of
23 the foregoing sections is a misdemeanor.

24 114. Based on information and belief, DEFENDANTS have and continue to have a
25 uniform policy and practice of requiring Aggrieved Employees to work at least seven days
26 consecutively in a workweek, in violation of including but not limited to, Labor Code Section
27 551. Based on information and belief, Aggrieved Employees were suffered, permitted, or required
28 to work at least seven (7) days consecutively in a workweek, in violation of California law, including

1 but not limited to Labor Code Section 551.

2 **Business Expense Violations**

3 115. California law requires employers to indemnify their employees for all necessary
4 expenditures incurred by the employee in direct consequence of the discharge of their duties or of
5 their obedience to the directions of the employer. *See* Cal. Lab. Code s. 2802 and all applicable
6 Wage Orders section 9(b). Furthermore, “for purposes of [section 2802], the term ‘necessary
7 expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees
8 incurred by the employee enforcing the rights granted by this section.”

9 116. Among other things, under California law, when employees must use their personal
10 cellphones for work-related purposes, the employer must reimburse them for a reasonable
11 percentage of their cell phone bills. *See Cochran v. Schwan’s Home Services, Inc.* (2014) 228
12 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was
13 required to use their personal cellphone for work-related purposes and not reimbursed for the use.
14 *Id.* 1144-1145.

15 117. Further, “any contract or agreement, express or implied, made by any employee to
16 waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive
17 any employee or his personal representative of any right or remedy to which he is entitled to under
18 the laws of this State.” *See* Cal. Lab. Code section 2804.

19 118. As described above, PLAINTIFFS and the Aggrieved Employees were improperly
20 required to pay for business expenses that are legally the responsibility of the employer.

21 119. DEFENDANTS’ failure to provide PLAINTIFFS and the Aggrieved Employees
22 with full reimbursement for all reasonable expenses associated with carrying out their duties
23 required that PLAINTIFFS and the Aggrieved Employees subsidize and/or carry the burden of
24 business expenses in violation of Labor Code section 2802.

25 120. As a result of DEFENDANTS’ unlawful conduct, PLAINTIFFS and other Aggrieved
26 Employees have suffered injury in that they were not completely reimbursed as mandated by
27 California law.

28 121. DEFENDANTS’ failure to provide PLAINTIFFS and the Aggrieved Employees

1 with full reimbursement for all reasonable expenses associated with carrying out their duties
2 required that PLAINTIFFS and the Aggrieved Employees subsidize and/or carry the burden of
3 business expenses in violation of Labor Code section 2802.

4 122. As a result of DEFENDANTS' unlawful conduct, PLAINTIFFS and the Aggrieved
5 Employees have suffered injury in that they were not completely reimbursed as mandated by
6 California law.

7 123. Despite being aware of these business expenses, DEFENDANTS failed to reimburse
8 PLAINTIFFS and other Aggrieved Employees for such expenses in violation of California Labor
9 Code § 2802. In turn, there constitutes a PAGA violation based on violations of California Labor
10 Code § 2802 and the applicable Wage Order.

11 **Wage Statement Violations**

12 124. California law requires every employer semi-monthly or at the time of each payment
13 of wages to furnish its employees with an accurate itemized wage statement in writing that contains
14 the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of
15 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis;
16 (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee
17 is paid; (7) the name of the employee and only the last four digits of his or her social security number
18 or an employee identification number other than a social security number; (8) the name and address
19 of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay
20 period and the corresponding number of hours worked at each hourly rate. Lab. Code § 226.

21 125. As DEFENDANTS failed to provide PLAINTIFFS and other Aggrieved Employees
22 with meal and rest periods that complied with Labor Code section 226.7, the wage statements
23 DEFENDANTS issued to PLAINTIFFS and other Aggrieved Employees failed and continue to fail
24 to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b)
25 the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net
26 wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in
27 effect during the pay period and the corresponding number of hours worked at each hourly rate by
28 the employee, in violation of Labor Code section 226(a)(9).

1 126. Moreover, due to violations detailed above, including but not limited to,
2 DEFENDANTS' failure to pay regular and overtime wages for all hours worked and failure to
3 provide meal and rest break premiums, DEFENDANTS have violated California Labor Code § 226
4 by willfully failing to furnish PLAINTIFFS and other Aggrieved Employees with accurate, itemized
5 wage statements that listed the gross and net wages earned and the correct applicable rates of pay
6 for all hours worked. Based on information and belief, DEFENDANTS failed to incorporate all
7 forms of non-discretionary compensation earned during the pay period into the regular rate of pay
8 for purposes of calculating the owed overtime rate, and as such, failed to display the proper overtime
9 rate(s) for each hour of overtime worked by PLAINTIFFS and other Aggrieved Employees.

10 127. As explained above, wage statements issued by DEFENDANTS failed to list the
11 "total hours worked" by PLAINTIFFS and Aggrieved Employees (by virtue of off-the-clock work
12 policies and practices described above), which results in a violation of Labor Code section 226(a).
13 Failure to list all hours worked on a wage statement, gives rise to an inference of injury under Labor
14 Code Section 226 (*Maldonado v. Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

15 128. Based on information and belief, wage statements issued by DEFENDANTS failed
16 to list all applicable hourly rates in effect during the pay period and the corresponding number of
17 hours worked at each hourly rate by the employee, in violation of, including but not limited to, Labor
18 Code section 226(a)(9).

19 129. Separately, and independent from the above allegations, based on information and
20 belief, DEFENDANTS issued wage statements to PLAINTIFFS and Aggrieved Employees that
21 violate Labor Code section 226(a)(8), by failing to list the correct name and/or address of the legal
22 entity that is the employer.

23 130. DEFENDANTS' failure to accurately list all hours worked on all wage statements
24 caused confusion to PLAINTIFFS and caused and continues to cause confusion to other Aggrieved
25 Employees over whether they received all wages owed to them.

26 131. As a result, PLAINTIFFS and other Aggrieved Employees have suffered injury as
27 they could not easily determine whether they received all wages owed to them and whether they
28 were paid for all hours worked.

1 132. Moreover, as a result of DEFENDANTS' failure to list the correct name and/or
2 address of the legal entity that is the employer, PLAINTIFFS and Aggrieved Employees have
3 suffered injury as they could not contact their employer regarding any question(s) they had about
4 wages paid.

5 133. DEFENDANTS knowingly and intentionally failed to provide PLAINTIFFS and
6 Aggrieved Employees with accurate, itemized wage statements.

7 134. As a result of DEFENDANTS' unlawful conduct, PLAINTIFFS and Aggrieved
8 Employees have suffered injury. The absence of accurate information on their wage statements has
9 prevented earlier challenges to DEFENDANTS' unlawful pay practices, will require discovery and
10 mathematical computations to determine the amount of wages owed, and will cause difficulty and
11 expense in attempting to reconstruct time and pay records. DEFENDANTS' conduct led to the
12 submission of inaccurate information about wages and amounts deducted from wages to state and
13 federal government agencies. As a result, PLAINTIFFS and Aggrieved Employees are required to
14 participate in this lawsuit and create more difficulty and expense from having to reconstruct time
15 and pay records than if DEFENDANT had complied with its legal obligations.

16 135. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.
17 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period
18 during which the statute provisions were violated. ³

19 **Untimely Payment of Final Wages**

20 136. California Labor Code section 201(a) provides, in relevant part, that "[i]f an
21 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
22 payable immediately." California Labor Code section 202(a) provides, in relevant part, that "[i]f an
23 employee not having a written contract for a definite period quits his or her employment, his or her
24 wages shall become due and payable not later than 72 hours thereafter, unless the employee has
25 given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled
26 to his or her wages at the time of quitting."

27 137. Pursuant to Labor Code section 203, an employer that willfully fails to pay wages

28 ³ Labor Code § 226.3 (establishing that the civil penalty is ~~25~~ per employee per violation").

1 due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty
2 equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid.
3 Case law clarifies this 30-day waiting time penalty is recoverable under the PAGA via Labor Code
4 section 256. See, *Iskanian v. CLS Transportation Riverside, LLC*, 59 Cal.4th 348 (2014); see also,
5 *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

6 138. Based on information and belief, upon separation of employment, Aggrieved
7 Employees' final paychecks were not timely provided and/or did not include all wages owed, in
8 violation of Labor Code section 201-202. Based on information and belief, Aggrieved Employees'
9 final paychecks did not include all wages owed as they are devoid of, including but not limited to,
10 all owed minimum wages, overtime wages, premium wages, including but not limited to, split shift
11 premium wages, and reporting time pay wages.

12 139. As a result, DEFENDANTS violated Labor Code sections 201, 202, and 203. These
13 violations subject DEFENDANTS to civil penalties under Labor Code sections 203, 210, and/or
14 256.

15 140. Under the provisions of PAGA and the above mentioned Labor Code sections,
16 including but not limited to Labor Code sections 201-203, 210, 221, 222, 226, 226.7, 227.3, 256,
17 510, 512, 551, 558, 558.1, 1194, 1197, 1197.1, 2699, 2699.3, 2802, and all applicable Wage Orders
18 as well as all interpretations of these laws by California Courts and administrative bodies, as well
19 as any other law that is enforceable through PAGA, DEFENDANTS are liable for the following
20 penalties:

21 a. All statutorily-specified penalties recoverable under PAGA as enumerated in the
22 relevant California Labor Code provisions listed herein only if permitted by the PAGA statute,
23 pursuant to Labor Code section 2699(a); and

24 b. Default PAGA penalties for any violation of the enumerated list of Labor Code
25 violations without a civil penalty recoverable under the PAGA, all in the default amounts provided
26 by Labor Code section 2699(f).

27 141. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws,
28 PLAINTIFFS are entitled to recover civil penalties, costs, and attorney's fees.

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PRAYER FOR RELIEF

WHEREFORE, PLAINTIFFS pray for relief and judgment as follows on behalf of the State of California, and all Aggrieved Employees:

1. For civil penalties under Labor Code Section 2699;
2. For an order temporarily, preliminarily and permanently enjoining and restraining DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
3. For reasonable attorney's fees and costs of suit; and
4. For such other and further relief that the Court deems just and proper.

Dated: June 10, 2025

CROSNER LEGAL, PC

By: 

Jamie K. Serb, Esq.
Brandon Brouillette, Esq.
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Attorneys for Plaintiffs