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SAN LUIS OBISPO SUPERIOR COURT
BY Carol L. McGuirk
Carol L. McGuirk, Deputy Clerk

Attorneys for Plaintiff Cesar Gutierrez Hernandez

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

CESAR GUTIERREZ HERNANDEZ

Case No.: 25CV-0346

Plaintiff,

INDIVIDUAL AND REPRESENTATIVE
ACTION COMPLAINT

vs.

TASTE OF PUNJAB, INC, d/b/a JEWEL OF
INDIA, a corporation, CHARANKAMAL
KAUR, an individual, and DOES 1-100,
inclusive,

Defendants.

1. FAILURE TO PAY MINIMUM WAGE
2. FAILURE TO PROVIDE MEAL BREAKS
3. FAILURE TO PROVIDE REST BREAKS
4. FAILURE TO PAY ALL WAGES DUE
AND OWING AT END OF
EMPLOYMENT
5. FAILURE TO FURNISH WAGE
STATEMENTS
6. LABOR CODE RETALIATION
7. LABOR CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (PAGA)

JURY TRIAL DEMANDED

Plaintiff Cesar Gutierrez Hernandez brings this individual and representative action against Taste of Punjab, Inc. d/b/a Jewel of India, Charankamal Kaur, and Does 1-100 for violations of the California Labor Code.

PARTIES

1. Cesar Gutierrez Hernandez (“Plaintiff” or “Hernandez”) at all times relevant herein was employed in San Luis Obispo County, California, and was an “employee” as defined by the California

1 Labor Code (“Labor Code”) and the applicable California Industrial Wage Commission (“IWC”)
2 Order(s).

3 2. Taste of Punjab, Inc. dba Jewel of India (“Jewel of India” or “Defendant”) is a
4 corporation organized and existing under the laws of the state of California and which does business in
5 California. At all times relevant herein, Jewel of India has been an “employer” as defined by the
6 Labor Code and the applicable IWC Order(s).

7 3. Charankamal Kaur (“Kaur”) is an individual domiciled in California and who resides in
8 San Luis Obispo County, California. At all times relevant herein, Kaur was an owner and officer of
9 Jewel of India, was responsible for developing, approving, and implementing the policies, procedures,
10 and practices that caused the violations alleged herein, and is liable as the employer pursuant to the
11 provisions of Labor Code section 558.1.

12 4. Jewel of India, Kaur, and Does 1-100 are collectively referred to as Defendants.

13 5. Plaintiff is informed and believes, and on that basis alleges, that each of the Defendants
14 is responsible in some manner for the occurrences herein alleged and that Plaintiff’s injuries and
15 damages herein alleged were legally caused by such Defendants. Unless otherwise indicated, each
16 Defendant was acting within the course and scope of said agency and/or employment, with the
17 knowledge and/or consent of said co-Defendant.

18 6. Plaintiff is informed and believes and thereupon alleges that at all times mentioned
19 herein, each of the Defendants was acting as the agent, servant, employee, partner and/or joint venturer
20 of and was acting in concert with each of the remaining Defendants in doing the things herein alleged,
21 while at all times acting within the course and scope of such agency, service, employment partnership,
22 joint venture and/or concert of action. Each Defendant, in doing the acts alleged herein, was acting
23 both individually and within the course and scope of such agency and/or employment, with the
24 knowledge and/or consent of the remaining Defendants.

25 **JURISDICTION AND VENUE**

26 7. This Court is the proper Court, and this action is properly filed in the Superior Court of
27 California for the County of San Luis Obispo because Defendants conduct business in this County,

1 have their principal place of business and/or reside in this County, and the violations against Plaintiff
2 were committed in this County. Plaintiff hereby demands a jury trial.

3 **GENERAL ALLEGATIONS**

4 8. Defendant Jewel of India owns and operates several restaurants in California, including
5 one in San Luis Obispo. Kaur is an owner and officer of Jewel of India. Plaintiff is informed and
6 believes that Kuar developed, approved, and implemented the policies and practices resulting in the
7 Labor Code violations described herein and is therefore personally liable as an employer pursuant to
8 Labor Code section 558.1.

9 9. Plaintiff was employed by Defendants as a non-exempt, hourly employee from October
10 2024 until his retaliatory termination on or about February 10, 2025. Plaintiff worked for Defendants
11 as a dishwasher.

12 10. As an hourly, non-exempt employee, Plaintiff was entitled to be paid minimum wage
13 for all hours worked under California law, as well as meal and rest breaks pursuant to California law.

14 11. Throughout Plaintiff's employment, he was not paid for all of the hours that he worked.
15 His time was recorded by Kaur, who regularly did not pay Hernandez for all of his work time, despite
16 being fully aware of his actual time worked.

17 12. On one occasion, Plaintiff estimates he was underpaid at least \$200 in a single pay
18 period. Plaintiff is informed and believes that it was and remains Defendants' regular practice to fail
19 to pay its non-exempt employees for all hours worked.

20 13. Plaintiff was regularly denied the opportunity to take meal and rest breaks. Plaintiff
21 was repeatedly told by his supervisor that he must always be working throughout his scheduled shift
22 and was explicitly denied the right to take compliant meal and rest periods, nor was he paid premium
23 wages when Defendants failed to furnish him with meal and rest periods.

24 14. Defendants paid Plaintiff and other employees on a biweekly basis. Labor Code 204(d)
25 requires that wages be paid not later than seven days after the close of the payroll period. However,
26 because Defendants did not pay required minimum wages or meal and rest premium pay, Plaintiff and
27 other employees were not paid all wages earned on designated pay dates. Furthermore, on several
28

1 occasions, Employer failed to pay Plaintiff and its other employees within seven days after the close of
2 the payroll period.

3 15. Furthermore, Defendants failed to furnish Plaintiff or its other employees with wage
4 statements at all, in violation of Labor Code section 226(a) and 226.3. Plaintiff and other employees
5 were paid by check, but the checks were never accompanied by a wage statement at any time during
6 his employment with Defendants.

7 16. Independent of the above violations, the wage statements furnished to Plaintiff and
8 others of Defendants' employees who worked more than 18 hours, but less than 24 hours, of a 24-hour
9 shift also failed to accurately show the total hours worked in violation of Labor Code section
10 226(a)(2), because said wage statements indicated that 24 hours were worked.

11 17. During Plaintiff's employment, he complained to Defendants that he was not being paid
12 for all of the hours he had worked, which he had reasonable cause to believe was a violation of
13 California law, specifically Labor Code sections 1194, 1197, and/or 1197.1. Plaintiff also requested
14 check stubs and a W-2 in an attempt to verify whether he was being unlawfully underpaid.

15 18. In response, Defendants retaliated against Plaintiff, first by increasing his workload
16 substantially (including sending him over to another restaurant to dig dirt), then by drastically cutting
17 his scheduled hours, and finally by terminating his employment.

18 19. Because Defendants retaliated against Plaintiff for disclosing information that Plaintiff
19 had reasonable cause to believe constituted a violation of state law, Defendants violated Labor Code
20 section 1102.5(b).

21 20. At the time of Plaintiff's termination on or about February 10, 2025, he was not paid
22 the unpaid minimum wage nor unpaid meal and rest break premium pay he was owed by Defendants,
23 in violation of Labor Code section 201.

24 21. Plaintiff is informed and believes that other former non-exempt employees similarly
25 were not timely paid wages due them at termination or within 72 hours of resignation, including
26 unpaid minimum wage and unpaid meal and rest break premium pay, in violation of Labor Code
27 sections 201 and 202.

22. Because Plaintiff and Defendants' other former non-exempt employees were not properly compensated for all their time worked, or meal and rest period premium pay, they have not been timely compensated for the same during at the end of their employment in violation of Labor Code sections 201-203.

FIRST CAUSE OF ACTION
VIOLATION OF CALIFORNIA LABOR CODE §§ 1194, 1197, 1197.1
(Failure to Pay Minimum Wage)
Against Defendants

23. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

24. California Labor Code section 1182.12 establishes the minimum wage for California employees from July 1, 2014, to present.

25. Labor Code Section 1194 provides, in relevant part:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage ... applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage ... including interest thereon, reasonable attorney's fees, and costs of suit.

26. Labor Code section 1194.2 provides, in relevant part:

In any action under ... Section 1194 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

27. Labor Code section 1197 provides that the minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lesser wage is unlawful

28. Pursuant to California Labor Code section 1198, the maximum hours of work and standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees and the employment of any employee for longer hours than those fixed by the commission or under conditions of labor prohibited by the order is unlawful.

1 29. Labor Code section 558.1 provides for individual liability for an owner, director,
2 officer, or managing agent who violates, or causes to be violated, any provision regulating minimum
3 wage.

4 30. During the relevant time period, and as set forth above, Defendants intentionally and
5 willfully failed to pay Plaintiff and its other non-exempt California employees for every hour worked.

6 31. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
7 provided.

8 **SECOND CAUSE OF ACTION**
9 **VIOLATION OF LABOR CODE §§ 226.7, 512 and IWC WAGE ORDERS**
10 **(Failure to Provide Meal Periods)**
11 **Against Defendants**

12 32. Plaintiff hereby realleges and incorporates by reference each and every allegation set
13 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
14 allegations of this cause of action.

15 33. Labor Code § 226.7 requires employers to provide employees meal breaks as mandated
16 by Order of the Industrial Welfare Commission. It states:

- 17 a. No employer shall require any employee to work during any meal or rest period
18 mandated by an applicable order of the Industrial Welfare Commission.
- 19 b. If an employer fails to provide an employee a meal period or rest period in accordance
20 with an applicable order of the Industrial Welfare Commission, the employer shall pay
21 the employee 1 additional hour of pay at the employee's regular rate of compensation
22 for each work day that the meal or rest period is not provided.

23 34. Labor Code § 512(a) and the applicable Wage Order(s) provide that an employer may
24 not employ a person for a work period of more than 5 hours per day without providing that employee a
25 meal period of not less than 30 minutes, except that if the total work period per day is no more than six
26 hours, the meal period may be waived by mutual consent of both the employer and employee. An
27 employer may not employ a person for a work period of more than 10 hours per day without providing
28 an employee with a second meal period of not less than 30 minutes, except that if the total work period
per day of the employee is no more than twelve 12 hours, the meal period may be waived by mutual
consent of both the employer and the employee, and if the first meal period was not waived.

1 35. During the relevant time period, Plaintiff and Defendants’ other non-exempt California
2 employees were not provided with compliant meal breaks, nor did they receive an additional hour of
3 premium pay for each missed meal break, or premium pay at their regular rate of pay.

4 36. Labor Code section 558.1 provides for individual liability for an owner, director,
5 officer, or managing agent who violates, or causes to be violated, Labor Code section 226.7.

6 37. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
7 provided.

8 **THIRD CAUSE OF ACTION**
9 **VIOLATION OF LABOR CODE § 226.7 and IWC WAGE ORDERS**
10 **(Failure to Provide Rest Periods)**
 Against Defendants

11 38. Plaintiff hereby realleges and incorporates by reference each and every allegation set
12 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
13 allegations of this cause of action.

14 39. Labor Code § 226.7 requires employers to provide employees rest periods as mandated
15 by Order of the Industrial Welfare Commission. It states:

- 16 a. No employer shall require any employee to work during any meal or rest period
17 mandated by an applicable order of the Industrial Welfare Commission.
- 18 b. If an employer fails to provide an employee a meal period or rest period in accordance
19 with an applicable order of the Industrial Welfare Commission, the employer shall pay
20 the employee 1 additional hour of pay at the employee’s regular rate of compensation
for each workday that the meal or rest period is not provided.

21 40. The applicable Wage Order(s) provides that every “employer shall authorize and permit
22 all employees to take rest periods, which insofar as practicable shall be in the middle of each work
23 period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten
24 (10) minutes net rest time per four (4) hours or major fraction thereof...” The applicable Wage Order
25 further provides that “[i]f an employer fails to provide an employee rest period in accordance with the
26 applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the
27 employee’s regular rate of compensation for each workday that the rest period is not provided.”
28

1 41. During the relevant time period, Plaintiff and Defendants' other non-exempt California
2 employees were not provided with compliant rest breaks, nor did they receive an additional hour of
3 premium pay for each missed rest break or premium pay at the applicable regular rate of pay.

4 42. Labor Code section 558.1 provides for individual liability for an owner, director,
5 officer, or managing agent who violates, or causes to be violated, Labor Code section 226.7.

6 43. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
7 provided.

8 **FOURTH CAUSE OF ACTION**
9 **VIOLATION OF LABOR CODE §§ 201, ET SEQ.**
10 **(Failure to Pay All Wages Due and Owing at End of Employment)**
 Against Defendants

11 44. Plaintiff hereby realleges and incorporates by reference each and every allegation set
12 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
13 allegations of this cause of action.

14 45. California Labor Code section 201 provides that if an employer discharges an
15 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.

16 46. California Labor Code section 202 requires an employer to pay an employee all earned
17 wages within 72 hours of the employee quitting his or her employment, or immediately at the time of
18 quitting if the employee has given 72 hours previous notice of his or her intention to quit.

19 47. As set forth above, Plaintiff and other former non-exempt employees of Defendants
20 were not timely paid all of their earned but unpaid wages, including minimum wages and meal and
21 rest period premiums, when their employment with Defendants ended.

22 48. Labor Code section 558.1 provides for individual liability for an owner, director,
23 officer, or managing agent who violates, or causes to be violated, Labor Code section 203.

24 49. Wherefore, Plaintiff has been injured as set forth above and requests relief as hereafter
25 provided.

26 ///

27 ///

28 ///

FIFTH CAUSE OF ACTION
VIOLATION OF LABOR CODE § 226(a)
(Failure to Furnish Wage Statements)
Against Defendants

50. Plaintiff hereby realleges and incorporates by reference each and every allegation set forth above as though fully set forth herein, except as said paragraphs are inconsistent with the allegations of this cause of action.

51. Pursuant to California Labor Code section 226(a) “every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when the wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee [. . .], (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number, (8) the name and address of the legal entity that is the employer [. . .], (9) all applicable hourly rates in effect during the pay period and corresponding number of hours worked at each hourly rate by the employee and, if the employer is a temporary services employer [. . .], the rate of pay and the total hours worked for each temporary services assignment.”

52. An employee suffering injury as a result of the knowing and intentional failure by an employer to comply with Labor Code section 226(a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed the aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees. Labor Code § 226(e)(1).

53. An employee is deemed to suffer injury if the employer fails to provide a wage statement or if the employer fails to provide accurate and complete information as required by any one or more of the items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone, i) the amount of gross/net wages paid to the employee

1 during the pay period or any of the other information required to be provided pursuant to Labor Code
2 section 226(a) items (2) to (4), inclusive, (6) and (9), ii) deductions made by the employer, iii) the
3 name and address of the employer and iv) the name of the employee and the last four digits of his or
4 her social security number or employee identification number. Labor Code § 226(e)(2)(A) and (B)(i)-
5 (iv). “Promptly and easily determine” means a reasonable person would be able to readily ascertain
6 the information without reference to other documents or information. Labor Code § 226(e)(2)(C).

7 54. As set forth above, Defendants intentionally and willfully failed to furnish accurate
8 itemized wage statements to Plaintiff.

9 55. Labor Code section 558.1 provides for individual liability for an owner, director,
10 officer, or managing agent who violates, or causes to be violated, Labor Code section 226.

11 56. Wherefore, Plaintiff has been injured as set forth above and request relief as hereafter
12 provided.

13 **SIXTH CAUSE OF ACTION**
14 **VIOLATION OF LABOR CODE SECTION 1102.5**
15 **(Labor Code Retaliation)**
Against Defendants TASTE OF PUNJAB, INC. and DOES 1-100

16 57. Plaintiff hereby realleges and incorporates by reference each and every allegation set
17 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
18 allegations of this cause of action.

19 58. Labor Code section 1102.5(b) prohibits an employer, or any person acting on behalf of
20 an employer, from retaliating against an employee for disclosing information, or because the employer
21 believes that the employee disclosed or may disclose information, to *inter alia*, a person with authority
22 over the employee, if the employee has reasonable cause to believe the information discloses a
23 violation of state or federal statute, or a violation of or noncompliance with a local, state, or federal
24 rule or regulation.

25 59. As set forth above, Plaintiff disclosed to Defendants, including Kaur, that he was not
26 being paid for all of his time worked, information that constitutes a violation of California’s minimum
27 wage law.
28

1 60. As set forth above, Defendants retaliated against Plaintiff because he disclosed this
2 information in violation of Labor Code section 1102.5(b).

3 61. The retaliation committed against Plaintiff was done by the owner(s) of Defendant
4 Taste of Punjab with malice, oppression, and fraud, and with an intent to disregard Plaintiff's rights
5 and to cause him harm, thereby justifying an award to Plaintiff of punitive damages.

6 62. Wherefore, Plaintiff has been damaged as set forth above and requests relief as
7 hereafter provided.

8 **SEVENTH CAUSE OF ACTION**
9 **VIOLATION OF LABOR CODE §§ 2698 *et seq.***
10 **(Labor Code Private Attorneys General Act of 2004 (PAGA))**
 Against All Defendants

11 63. Plaintiff hereby realleges and incorporates by reference each and every allegation set
12 forth above as though fully set forth herein, except as said paragraphs are inconsistent with the
13 allegations of this cause of action.

14 64. The Private Attorney General Act ("PAGA"), as set forth at California Labor Code §
15 2698 *et seq.*, is and at all times relevant herein was applicable to Plaintiff's employment by
16 Defendants.

17 65. Pursuant to Labor Code § 2699(a) any provision of the Labor Code which provides
18 for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency
19 ("LWDA") for violations of the Labor Code may, as an alternative, be recovered through a civil
20 action brought by an aggrieved employee on behalf of himself or herself and other current or
21 former employees pursuant to the procedures outlined in Labor Code § 2699.3. California Labor
22 Code § 2699(a).

23 66. Pursuant to PAGA, an "aggrieved employee" is "any person who was employed by
24 the alleged violator and against whom one or more of the alleged violations was committed."
25 Labor Code § 2699(c).

26 67. Plaintiff was employed by Defendants and the alleged violations were committed
27 against him during her time of employment. Plaintiff is therefore an aggrieved employee as
28 defined by Labor Code § 2699(c). Other current and former employees are also aggrieved

1 employees in that one or more of the alleged violations were also committed against them during
2 their time of employment with Defendants.

3 68. As is outlined herein, Defendants violated the Labor Code as to Plaintiff and
4 Defendant's other employees. Specifically, Defendants violated Labor Code sections 201, 202,
5 203, 204, 210, 226, 226.3, 226.7, 512, 1194, 1197, and 1197.1 as well as the applicable IWC Wage
6 Orders.

7 69. Pursuant to Labor Code § 2699(f), the civil penalty recoverable in a PAGA action is
8 that which is provided for by the by the Labor Code. When the Labor Code does not provide a
9 civil penalty, the penalty recoverable shall be \$100 for the initial violation per employee per pay
10 period and \$200 for each subsequent violation per employee per pay period.

11 70. Pursuant to California Labor Code § 2699(g), an aggrieved employee may recover
12 the civil penalty on behalf of himself or herself and other current or former employees against
13 whom one or more of the alleged violations was committed. Furthermore, any employee who
14 prevails in any action shall be entitled to an award of reasonable attorney's fees and costs.

15 71. Pursuant to Labor Code § 2699.3, an aggrieved employee, including Plaintiff, may
16 pursue a civil action arising under PAGA after the following requirements have been met:

- 17 a. The aggrieved employee shall give written notice by certified mail to the LWDA
18 and the employer (hereinafter "Employee's Notice") of the specific provisions
19 of California Labor Code alleged to have been violated, including the facts and
20 theories to support the alleged violations;
- 21 b. The LWDA shall provide notice (hereinafter "LWDA's Notice") to the
22 employer and the aggrieved employee by certified mail that it does not intend to
23 investigate the alleged violation within 60 days of the postmark date of the
24 Employee's Notice. Upon receipt of the LWDA's Notice, or if the LWDA does
25 not provide notice with 65 calendar days of the postmark date of the Employee's
26 Notice, the aggrieved employee may commence a civil action pursuant to
27 California Labor Code § 2699 to recover civil penalties in addition to any other
28 penalties to which the employee may be entitled.

1 c. For all alleged violations not enumerated in Labor Code § 2699.5, the employer
2 is given thirty-three (33) days to cure and notify the aggrieved employee by
3 certified mail that the violation has been cured. If the violation is not cured, the
4 aggrieved employee may commence a civil action pursuant to California Labor
5 Code § 2699 to recover civil penalties in addition to any other penalties to which
6 the employee may be entitled.

7 72. On March 24, 2025, Plaintiff provided written notice by certified mail to
8 Defendants, and by online filing to the LWDA, of the specific provisions of the Labor Code
9 alleged to have been violated, including the facts and theories to support the alleged violations.
10 Attached as **Exhibit 1** is a true and correct copy of this notice.

11 73. As of the filing of this Complaint, which is more 65 days after March 24, 2025, the
12 LWDA has not responded to Plaintiff's notification or otherwise indicated an intention to investigate
13 his claims. Plaintiff has therefore satisfied the administrative prerequisites under Labor Code § 2699.3
14 to bring a civil action to recover penalties against Defendants, in addition to other remedies, for
15 violations of Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 512, 1194, 1197, and
16 1197.1 as well as the applicable IWC Wage Orders.

17 74. As a result of the myriad violations of the Labor Code and applicable IWC Order(s) set
18 forth above, Plaintiff seeks recovery of civil penalties, attorneys' fees and costs pursuant to the PAGA
19 as set forth below.

20 75. Wherefore, Plaintiff and the other aggrieved employees have been damaged as set forth
21 above and request relief as hereafter provided.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiffs prays judgment against Defendants as follows:

24 **As to the First through Fifth Causes of Action:**

- 25 1. That this Court award unpaid wages to Plaintiff, including unpaid minimum wages and
26 meal and rest period premium wages pursuant to Labor Code section 226.7;
- 27 2. That this Court award injunctive relief, including that available under Labor Code
28 section 226(h) to require Defendant to furnish compliant wage statements;

3. That this Court award penalties and liquidated damages including, but not limited to, those available under Labor Code sections 203, 226, 1194.2, and 1197.1;
4. That this Court award statutory attorneys' fees and costs, including those available under Labor Code sections 218.5, 226(e)(1), and 1194 as well as Code of Civil Procedure section 1021.5;
5. That this Court award prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law; and
6. That this Court award such other and further relief as the court deems just and proper.

As to the Sixth Cause of Action:

1. That this Court award actual, compensatory, general, and special damages to Plaintiff, in an amount according to proof;
2. That this Court award punitive damages to Plaintiff
3. That this Court award penalties including, but not limited to, those available under Labor Code section 1102.5(f)(1);
4. That this Court award statutory attorneys' fees and costs, including those available under Labor Code section 1102.5(j);
5. That this Court award prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law; and
6. That this Court award such other and further relief as the court deems just and proper.

As to the Seventh Cause of Action:

1. For civil penalties, including but not limited to those available under Labor Code §§ 210, 226.3, 558, 1197.1, and 2699(f);
2. For statutory attorneys' fees and costs, including but not limited to those available under Labor Code § 2699(g);
3. For prejudgment and post-judgment interest according to any applicable provision of law or as otherwise permitted by law, including those available under Civil Code §§ 3287(a) and 3289(b), and Labor Code § 218.6; and
4. For such other and further relief as the court deems just and proper

DATED: May 29, 2025

MAYALL HURLEY P.C.

By



ROBERT J. WASSERMANN
VLADIMIR J. KOZINA
Attorneys for Plaintiff

Exhibit 1

NORTHERN CALIFORNIA

118 WEST OAK STREET
LODI, CALIFORNIA 95240
[BY APPT. ONLY – NO SERVICE ACCEPTED]

2453 GRAND CANAL BLVD.
STOCKTON, CALIFORNIA 95207

SOUTHERN CALIFORNIA

360 EAST 2ND STREET, SUITE 800
LOS ANGELES, CALIFORNIA 90012
[BY APPT. ONLY – NO SERVICE ACCEPTED]



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JOHN P. BRISCOE
VLADIMIR J. KOZINA

March 24, 2025

SENT VIA ONLINE FILING (<https://dir.tfaforms.net/308>)

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA CERTIFIED MAIL

Taste of Punjab, Inc. dba Jewel of India
2115 Broad Street
San Luis Obispo, CA 93401

Charankamal Kaur
2115 Broad Street
San Luis Obispo, CA 93401

Re: Cesar Gutierrez Hernandez

To Whom It May Concern:

This firm represents Mr. Hernandez in relation to his employment with Taste of Punjab, Inc. dba Jewel of India and Charankamal Kaur (collectively, “Employer”). Mr. Hernandez is informed and believes that Charankamal Kaur (“Kaur”) is an owner and officer of Taste of Punjab, Inc. and as further explained below, caused the violations set forth herein, and is therefore liable as the employer pursuant to Labor Code section 558.1.

In accordance with California Labor Code section 2699.3, this letter shall serve as Mr. Hernandez’s written notice to the Labor and Workforce Development Agency (“LWDA”) and Employer regarding the following Labor Code violations, and the facts and theories supporting the same.

Employer owns and operates multiple restaurants in California. Mr. Hernandez was employed by Employer as a non-exempt, hourly employee in its San Luis Obispo location from October 2024 through approximately February 10, 2025.

Throughout Mr. Hernandez’ employment, he was not paid for all of the hours that he worked. His time was recorded by Kaur, who regularly did not paid Hernandez for all of his work time, despite being fully aware of his actual time worked. As a result, Employer regularly failed to pay Mr. Hernandez minimum wage for all hours worked in violation of Labor Code sections

1194, 1197, and 1197.1. On one occasion, Mr. Hernandez estimates he was underpaid at least \$200 in a single pay period. Mr. Hernandez is informed and believes that it was and remains Employer's regular practice to fail to pay its non-exempt employees for all hours worked.

Mr. Hernandez was regularly denied the opportunity to take meal and rest breaks as required by Labor Code sections 226.7 and 512. Mr. Hernandez was repeatedly told by his supervisor that he must always be working throughout his scheduled shift and was explicitly denied the right to take compliant meal and rest breaks. Accordingly, Employer violated Labor Code sections 226.7 and 512.

Labor Code section 204 requires employers to pay employees all earned wages at least twice per month on pay dates established by the employer. Employer paid Mr. Hernandez and other employees on a biweekly basis, and Labor Code 204(d) requires that wages be paid not later than seven days after the close of the payroll period. However, because Employer did not pay required minimum wages or meal and rest premium pay, Mr. Hernandez and other employees were not paid all wages earned on designated pay dates. Furthermore, on several occasions, Employer failed pay Mr. Hernandez and its other employees within seven days after the close of the payroll period, in violation of Labor Code sections 204 and 210.

Furthermore, Employer failed to furnish Mr. Hernandez or its other employees with wage statements at all, in violation of Labor Code section 226(a) and 226.3. Mr. Hernandez and other employees were paid by check, but the checks were never accompanied by a wage statement at any time during his employment with Employer.

During Mr. Hernandez' employment, he complained to Employer that he believed he was not being paid for all of the hours he was working and requested check stubs and a W-2. In response, Employer retaliated against Mr. Hernandez, first by increasing his workload substantially (including sending him, a dishwasher, over to another restaurant to dig dirt), later by drastically cutting his scheduled hours, and ultimately by terminating his employment. Because Employer retaliated against Mr. Hernandez for disclosing information that Mr. Hernandez had reasonable cause to believe constituted a violation of state law, specifically failure to pay him at least minimum wage for all hours worked, Employer violated Labor Code section 1102.5.

At the time of Mr. Hernandez' termination on or about February 10, 2025, he was not paid the unpaid minimum wage nor unpaid meal and rest break premium pay he was owed by Employer, in violation of Labor Code section 201. Mr. Hernandez' is informed and believes that other former non-exempt employees similarly were not timely paid wages due them at termination or within 72 hours of resignation, including unpaid minimum wage and unpaid meal and rest break premium pay, in violation of Labor Code sections 201 and 202. Because Mr. Hernandez and Employer's other former non-exempt employees were not properly compensated for all their time worked, or meal/rest break premium pay, they have not been timely

compensated for the same during at the end of their employment in violation of Labor Code Sections 201-203.

Accordingly, and as set forth above, Mr. Hernandez contends Employer has violated Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 512, 1194, 1197, and 1197.1 as well as the applicable IWC Wage Orders.

If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request additional information, which I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Mr. Hernandez intends to file a civil complaint, or amend a pre-existing civil complaint, against Employer pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code §§ 2698 – 2699.5), on his behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former non-exempt California employees of Employers. Thank you for your attention to this matter.

Regards,

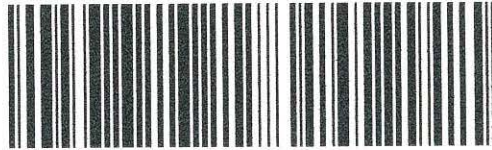
MAYALL HURLEY P.C.

By /s/ Vladimir J. Kozina
VLADIMIR J. KOZINA



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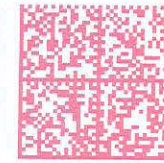
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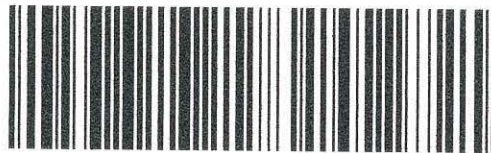
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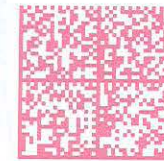
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Charankamal Kaur
2115 Broad Street
San Luis Obispo, CA 93401



March 27, 2025

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Location:	SAN LUIS OBISPO, CA 93401
Postal Product:	First-Class Mail®
Extra Services:	Certified Mail™
	Return Receipt Electronic

Shipment Details

Weight:	1.0oz
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Recipient Signature

Signature of Recipient:

Address of Recipient:

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March 27, 2025

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