

BIBIYAN LAW GROUP, P.C.

Molly A. DeSario (Cal. Bar No. 230763)

mdesario@tomorrowlaw.com

Gayane Ghandilyan (Cal. Bar No. 327818)

gayane@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff MICHAEL ABBATE,
as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MICHAEL ABBATE, as an Aggrieved Employee,
and on behalf of all other Aggrieved Employees
under the Labor Code Private Attorneys' General
Act of 2004,

Plaintiff,

v.

BEVERLY SHERBOURNE, LLC, a California
limited liability company; THE HWOOD GROUP,
LLC, a Delaware limited liability company;
SUNSET HOTEL F&B, LLC, a California limited
liability company; DBDJ, LLC, a Delaware limited
liability company; 755 TACOS, LLC, a California
limited liability company; WEST BEVERLY
GROUP LLC, a Delaware limited liability
company; THE NICE GUY, LLC, a California
limited liability company; CHANGE THE
CHANNEL, LLC, a Delaware limited liability
company; SLAB PASADENA, LLC, a Delaware
limited liability company; SLAB BBQ, LLC, a
Delaware limited liability company; CELW, LLC, a
California limited liability company; DREAM BIG
SUNSET, LLC, a Delaware limited liability
company; 9145 SUNSET PARTNERS, LLC, a
Delaware limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Electronically FILED by
Superior Court of California,
County of Los Angeles
1/16/2026 6:59 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By E. Galicia, Deputy Clerk

CASE NO.: **26STCV01690**

REPRESENTATIVE ACTION

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

[Amount in Controversy Greater Than
\$35,000.00]

1 Plaintiff MICHAEL ABBATE (“Plaintiff”), as an Aggrieved Employee, and on behalf of all
2 other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004, alleges
3 as follows:

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against BEVERLY
7 SHERBOURNE, LLC, and any of its respective subsidiaries or affiliated companies within the State
8 of California (“BEVERLY SHERBOURNE”); THE HWOOD GROUP, LLC, and any of its
9 respective subsidiaries or affiliated companies within the State of California (“HWOOD”);
10 SUNSET HOTEL F&B, LLC, and any of its respective subsidiaries or affiliated companies within
11 the State of California (“SUNSET”); DBDJ, LLC, and any of its respective subsidiaries or affiliated
12 companies within the State of California (“DBDJ”); 755 TACOS, LLC, and any of its respective
13 subsidiaries or affiliated companies within the State of California (“TACOS”); WEST BEVERLY
14 GROUP LLC, and any of its respective subsidiaries or affiliated companies within the State of
15 California (“WEST BEVERLY”); THE NICE GUY, LLC, and any of its respective subsidiaries or
16 affiliated companies within the State of California (“NICE GUY”); CHANGE THE CHANNEL,
17 LLC, and any of its respective subsidiaries or affiliated companies within the State of California
18 (“CHANNEL”); SLAB PASADENA, LLC, and any of its respective subsidiaries or affiliated
19 companies within the State of California (“SLAB PASADENA”); SLAB BBQ, LLC, and any of its
20 respective subsidiaries or affiliated companies within the State of California (“SLAB BBQ”);
21 CELW, LLC, and any of its respective subsidiaries or affiliated companies within the State of
22 California (“CELW”); DREAM BIG SUNSET, LLC, and any of its respective subsidiaries or
23 affiliated companies within the State of California (“DREAM”); 9145 SUNSET PARTNERS, LLC,
24 and any of its respective subsidiaries or affiliated companies within the State of California (“9145
25 SUNSET”) (together “BEVERLY SHERBOURNE,” “HWOOD,” “SUNSET,” “DBDJ,”
26 “TACOS,” “WEST BEVERLY,” “NICE GUY,” “CHANNEL,” “SLAB PASADENA,” “SLAB
27 BBQ,” “CELW,” “DREAM,” “9145 SUNSET,” collectively, with DOES 1 through 100, as further
28 defined below, “Defendants”) as a proxy of the Labor and Workforce Development Agency of the

1 State of California (“LWDA”), on behalf of Plaintiff and all Aggrieved Employees that worked for
2 Defendants during the PAGA Period. Specifically, in connection with any alleged claims for failure
3 to comply with Labor Code sections 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 233, 234,
4 245, 246, 351, 353, 432, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198,
5 1198.5, 1197, 1197.1, 2800, 2802, 2699, as well as applicable Wage Orders, Plaintiff seeks to
6 represent all current and former employees that worked for Defendants during the PAGA Period.
7 On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt current and
8 former employees that worked for Defendants during the PAGA Period. Collectively, these
9 employees are herein referred to as “Aggrieved Employees.” The “PAGA Period” refers to three
10 years preceding the date notice was submitted to the LWDA, continuing past the date of notice to
11 the LWDA into perpetuity.

12 **PARTIES**

13 2. Plaintiff MICHAEL ABBATE is a resident of the State of California. At all relevant
14 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 employed Plaintiff as a non-exempt employee. Plaintiff worked as a bartender with duties that
16 included, but were not limited to, making drinks for guests, serving food, and customer service.

17 3. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff
18 MICHAEL ABBATE worked for Defendants from approximately August of 2022 through
19 approximately November of 2024. Plaintiff is informed and believes and based thereon alleges that
20 defendant BEVERLY SHERBOURNE is, and at all times relevant hereto was, a limited liability
21 company organized and existing under and by virtue of the laws of the State of California and doing
22 business in the County of Los Angeles, State of California. At all relevant times herein, BEVERLY
23 SHERBOURNE employed Plaintiff and similarly situated employees within the State of California

24 4. Plaintiff is informed and believes and based thereon alleges that defendant HWOOD
25 (formerly known as Cosmo Entertainment, LLC) is, and at all times relevant hereto was, a limited
26 liability company organized and existing under and by virtue of the laws of the State of Delaware
27 and doing business in the County of Los Angeles, State of California. At all relevant times herein,
28 HWOOD employed Plaintiff and similarly situated employees within the State of California.

1 5. Plaintiff is informed and believes and based thereon alleges that defendant SUNSET
2 is, and at all times relevant hereto was, a limited liability company organized and existing under and
3 by virtue of the laws of the State of California and doing business in the County of Los Angeles,
4 State of California. At all relevant times herein, SUNSET employed Plaintiff and similarly situated
5 employees within the State of California.

6 6. Plaintiff is informed and believes and based thereon alleges that defendant DBDJ is,
7 and at all times relevant hereto was, a limited liability company organized and existing under and
8 by virtue of the laws of the State of Delaware and doing business in the County of Los Angeles,
9 State of California. At all relevant times herein, DBDJ employed Plaintiff and similarly situated
10 employees within the State of California.

11 7. Plaintiff is informed and believes and based thereon alleges that defendant TACOS
12 is, and at all times relevant hereto was, a limited liability company organized and existing under and
13 by virtue of the laws of the State of California and doing business in the County of Los Angeles,
14 State of California. At all relevant times herein, TACOS employed Plaintiff and similarly situated
15 employees within the State of California.

16 8. Plaintiff is informed and believes and based thereon alleges that defendant WEST
17 BEVERLY is, and at all times relevant hereto was, a limited liability company organized and
18 existing under and by virtue of the laws of the State of Delaware and doing business in the County
19 of Los Angeles, State of Delaware. At all relevant times herein, WEST BEVERLY employed
20 Plaintiff and similarly situated employees within the State of California.

21 9. Plaintiff is informed and believes and based thereon alleges that defendant NICE
22 GUY is, and at all times relevant hereto was, a limited liability company organized and existing
23 under and by virtue of the laws of the State of California and doing business in the County of Los
24 Angeles, State of California. At all relevant times herein, NICE GUY employed Plaintiff and
25 similarly situated employees within the State of California.

26 10. Plaintiff is informed and believes and based thereon alleges that defendant
27 CHANNEL is, and at all times relevant hereto was, a limited liability company organized and
28 existing under and by virtue of the laws of the State of Delaware and doing business in the County

1 of Los Angeles, State of California. At all relevant times herein, CHANNEL employed Plaintiff and
2 similarly situated employees within the State of California.

3 11. Plaintiff is informed and believes and based thereon alleges that defendant SLAB
4 PASADENA is, and at all times relevant hereto was, a limited liability company organized and
5 existing under and by virtue of the laws of the State of Delaware and doing business in the County
6 of Los Angeles, State of California. At all relevant times herein, SLAB PASADENA employed
7 Plaintiff and similarly situated employees within the State of California.

8 12. Plaintiff is informed and believes and based thereon alleges that defendant SLAB
9 BBQ is, and at all times relevant hereto was, a limited liability company organized and existing
10 under and by virtue of the laws of the State of Delaware and doing business in the County of Los
11 Angeles, State of California. At all relevant times herein, SLAB BBQ employed Plaintiff and
12 similarly situated employees within the State of California.

13 13. Plaintiff is informed and believes and based thereon alleges that defendant CELW
14 is, and at all times relevant hereto was, a limited liability company organized and existing under and
15 by virtue of the laws of the State of California and doing business in the County of Los Angeles,
16 State of California. At all relevant times herein, CELW employed Plaintiff and similarly situated
17 employees within the State of California.

18 14. Plaintiff is informed and believes and based thereon alleges that defendant DREAM
19 is, and at all times relevant hereto was, a limited liability company organized and existing under and
20 by virtue of the laws of the State of Delaware and doing business in the County of Los Angeles,
21 State of California. At all relevant times herein, DREAM employed Plaintiff and similarly situated
22 employees within the State of California.

23 15. Plaintiff is informed and believes and based thereon alleges that defendant 9145
24 SUNSET is, and at all times relevant hereto was, a limited liability company organized and existing
25 under and by virtue of the laws of the State of Delaware and doing business in the County of Los
26 Angeles, State of California. At all relevant times herein, 9145 SUNSET employed Plaintiff and
27 similarly situated employees within the State of California.

28 16. The true names and capacities, whether individual, corporate, associate, or otherwise,

1 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
2 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
3 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
4 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
5 Plaintiff will seek leave of court to amend this complaint to reflect the true names and capacities of
6 the defendants designated hereinafter as DOES when such identities become known.

7 **JOINT LIABILITY ALLEGATIONS**

8 17. Plaintiff is informed and believes, and based thereon alleges, that each defendant
9 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
10 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
11 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
12 to "Defendants," it shall include BEVERLY SHERBOURNE, HWOOD, SUNSET, DBDJ,
13 TACOS, WEST BEVERLY, NICE GUY, CHANNEL, SLAB PASADENA, SLAB BBQ, CELW,
14 DREAM, 9145 SUNSET, and any of their parent, subsidiary, or affiliated companies within the
15 State of California, as well as DOES 1 through 100 identified herein.

16 18. Plaintiff is informed and believes and based thereon alleges that all the times
17 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
18 representative, joint venture or co-conspirator of each of the other defendants, either actually or
19 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
20 employment, joint venture, and conspiracy.

21 19. All of the acts and conduct described herein of each and every corporate defendant
22 was duly authorized, ordered, and directed by the respective and collective defendant corporate
23 employers, and the officers and management-level employees of said corporate employers. In
24 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
25 their said employees, agents, and representatives, and each of them; and upon completion of the
26 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
27 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
28 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the

aforementioned corporate employees, agents and representatives.

20. As a result of the aforementioned facts, Plaintiff is informed and believes, and based thereon alleges that Defendants, and each of them, are joint employers.

JURISDICTION

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

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

PAGA REPRESENTATIVE ALLEGATIONS

23. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to recover civil penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiff and all other Aggrieved Employees of Defendants during the PAGA Period.

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

25. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the

1 PAGA Period.

2 26. Pursuant to Labor Code section 2699.3, on or around April 15, 2025, Plaintiff
3 provided written notice of Defendants' violation of various provisions of the Labor Code to the
4 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").
5 On or about October 24, 2025, Plaintiff provided an amended written notice to the LWDA online
6 and by certified mail ("Amended PAGA Notice").

7 27. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
8 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
9 calendar days of the PAGA Notice and/or the Amended PAGA Notice.

10 28. To the extent Defendants, or either of them, previously used the notice and cure
11 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
12 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
13 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
14 conference process pursuant to section 2699.3(f).

15 29. In the event that Defendants, or either of them, is/are determined to have satisfied
16 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
17 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
18 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

19 30. In the event that Defendants, or either of them, is/are determined to have, prior to
20 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
21 and/or Plaintiff's counsel, adequately taken all reasonable steps to be in compliance with all
22 provisions identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to
23 section 2699(g)(1)-(3).

24 31. In the event that Defendants, or either of them is/are deemed to have adequately taken
25 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
26 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
27 Code section 2699(h)(1)-(3).

28 32. In the event, the LWDA and/or a court issued a finding or determination to the

1 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
2 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
3 any of them, would be subject to heightened penalties pursuant to Labor Code sections
4 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
5 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
6 of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations
7 as detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among
8 other reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any
9 of them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and
10 lack eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

11 **FACTUAL ALLEGATIONS**

12 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew,
13 or should have known, that Plaintiff and Aggrieved Employees are entitled to receive wages for all
14 time worked, including regular, overtime, and double times wages, and that Plaintiff and Aggrieved
15 Employees were not receiving all wages owed for work that was required to be performed.

16 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
17 and have a policy or practice of requiring Plaintiff and other Aggrieved Employees to work more
18 than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a
19 workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime
20 wages.

21 35. Upon information and belief, Defendants failed to accurately track and/or pay for all
22 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
23 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
24 including, without limitation, by requiring Plaintiff and Aggrieved Employees to complete pre-shift
25 tasks before clocking in and post-shift tasks after clocking out; don and doff required uniforms
26 and/or safety gear prior to starting their shift. By way of example, Plaintiff and, upon information
27 and belief, Aggrieved Employees were required to change into their bowties and suit jackets at work,
28 prior to clocking in.

1 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 violated, without limitation, Labor Code sections 223, 1197, 1182.12, and applicable Wage Orders
3 based on its continued failure to pay minimum and overtime wages for all hours worked. Thus,
4 Plaintiff and other Aggrieved Employees are entitled to actual and liquidated damages under,
5 without limitation, Labor Code sections, 1194, 1194.2, and 1198. Plaintiff is further informed and
6 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
7 was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties
8 pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and
9 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
10 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

11 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
12 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
13 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
14 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
15 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
16 Aggrieved Employees lawful meal periods by, without limitation, failing to provide meal periods
17 all together; interrupting meal periods; not providing timely meal periods; failing to provide second
18 meal periods; and otherwise requiring on-duty/on-call meal periods. Plaintiff and other Aggrieved
19 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,
20 and based thereon alleges, that Defendants violated Labor Code sections 512 and 1198 each day for
21 each Aggrieved Employee during the PAGA Period, and thus each Aggrieved Employee was owed
22 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
23 under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
24 payments under Labor Code section 226.7 were not made for these non-compliant meal periods,
25 either at all or at the proper regular rate of pay. Defendants would thus be liable for civil penalties
26 pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699 for
27 both failing to authorize the taking of compliant meal periods and for failing to provide premium
28 pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k).

1 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct that
2 gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Defendants are
3 further liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

4 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
6 including, without limitation, work over four-hour periods (or major fractions thereof) without
7 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
8 and complete ten-minute rest periods in which the employees are completely relieved of all of their
9 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
10 rest periods by, without limitation, failing to provide meal periods all together; and otherwise
11 requiring on-duty/on-call rest periods.. Plaintiff and other Aggrieved Employees personally suffered
12 these violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that
13 Defendants violated the applicable Wage Order(s) each day for each Aggrieved Employee during
14 the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at
15 their regular rate of pay for each day worked during the PAGA Period under Labor Code section
16 226.7. However, Plaintiff is informed and believes that those premium payments under Labor Code
17 section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper
18 regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants would thus be
19 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),
20 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing
21 to provide premium pay under Labor Code section 226.7, or injunctive relief under sections
22 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that
23 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
24 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
25 2699(f)(2)(B)(ii).

26 39. As a result of, among other things, Defendants' herein-described policy or practice
27 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
28 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or

1 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
2 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
3 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
4 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
5 inclusive dates of the period for which the employee is paid; the name of the employee and only the
6 last four digits of their social security number or an employee identification number other than a
7 social security number; all deductions; all applicable hourly rates in effect during the pay period and
8 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
9 address of the employer, and other such information as required by Labor Code section 226,
10 subdivision (a). Consequently, Plaintiff is informed and believes, and based thereon alleges, that
11 Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee
12 during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee personally suffered
13 these violations and was owed penalties under Labor Code section 226 for each pay period worked
14 during the PAGA Period. Plaintiff is informed and believes that those penalties under Labor Code
15 section 226 were not paid for these violations of Labor Code section 226. Defendants would thus
16 be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699, or
17 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
18 and based thereon alleges, that Defendants' conduct above gave rise to such violations and was
19 malicious, fraudulent, or oppressive. Thus, Defendants would further be liable for civil penalties
20 pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
22 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
23 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
24 all overtime wages owed; all minimum wages owed; and all premium pay owed as set out above.
25 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants violated
26 Labor Code sections 201, 202 203, and 1198 each pay period for each Aggrieved Employee during
27 the PAGA Period, and thus Plaintiff and each Aggrieved Employee personally suffered these
28 violations and was owed penalties under Labor Code section 203 for each pay period worked during

1 the PAGA Period. However, Plaintiff is informed and believes that those penalties under Labor
2 Code section 203 were not made for these violations of Labor Code sections 201, 202, and 203.
3 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558, 1198 and
4 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Plaintiff is further informed and
5 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
6 was malicious, fraudulent, or oppressive. As such, Defendants would further be liable for civil
7 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

8 41. Plaintiff is informed and believes, and based thereon alleges that Defendants also
9 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
10 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for purchasing
11 uniforms, separately laundering mandatory uniforms, use of personal cellular phones for work
12 purposes such as scheduling and communication via mobile applications, in direct consequence of
13 the discharge of their duties in direct consequence of the discharge of their duties, or of their
14 obedience to the directions of Defendants, as required by Labor Code sections 1198, 2800, 2802,
15 and other statutory and common law offenses. As a result, Plaintiff and other Aggrieved Employees
16 have personally suffered these violations and Defendants are liable to reimburse Plaintiff and other
17 Aggrieved Employees for these costs incurred in furtherance of work duties. Defendants would thus
18 be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief
19 under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
20 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
21 or oppressive. As such, Defendants would further be liable for civil penalties pursuant to Labor
22 Code section 2699(f)(2)(B)(ii).

23 42. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
24 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
25 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
26 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
27 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
28 any calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff

1 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
2 and other Aggrieved Employees every day and every workweek in accordance with Labor Code
3 sections 204 and 1198. Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have personally
5 suffered these violations. As such, Defendants would be liable for civil penalties pursuant to Labor
6 Code sections 210, 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
7 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
8 gave rise to such violations and was malicious, fraudulent, or oppressive. Therefore, Defendants
9 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

10 43. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
11 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
12 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
13 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
14 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
15 the sick pay was not provided at the proper regular of pay as required under California law due to
16 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
17 Defendants also did not permit its use upon request by Defendants and other Aggrieved Employees
18 as contemplated under California and local laws, including, without limitation, under Labor Code
19 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
20 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of
21 Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace
22 injury reporting. Plaintiff is thus informed and believes that Defendants violated these Labor Code
23 sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
24 have personally suffered violations under these sections and Defendants would be liable for civil
25 penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699,
26 as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.
27 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
28

1 gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would further
2 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 44. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
4 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
5 statements and similar payroll documents under Labor Code section 226, documents signed to
6 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
7 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
8 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Plaintiff and
9 the Aggrieved Employees personally suffered these violations, which in turn would entitle Plaintiff
10 and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and 1198.5.
11 Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5,
12 and 2699. Plaintiff further informed and believes, and based thereon alleges, that Defendants'
13 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants
14 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

15 45. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
16 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
17 Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff
18 and/or Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved
19 Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due
20 to the Plaintiff and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed
21 and believes, and based thereon alleges, that Defendants permit and/or permitted patrons to pay
22 gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of
23 the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit
24 card payment processing fees that may be charged to the employer by the credit card company by
25 not later than the regular payday following the date the patron authorized the credit card. In addition,
26 Defendants failed to keep accurate records of all gratuities received by Defendants and made those
27 open to inspection at all reasonable hours. Plaintiff is informed and believes that this has resulted
28 in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections

1 351 and 353, Plaintiff and other Aggrieved Employees have personally suffered violations thereto
2 and Defendants would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198
3 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and
4 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
5 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
6 pursuant to Labor Code section 2699(f)(2)(B)(ii).

7 46. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
8 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
9 the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
10 Employees pursuant to PAGA.

11 **FIRST AND ONLY CAUSE OF ACTION**

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

13 47. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
14 preceding paragraphs as though fully set forth hereat.

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

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

21 49. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
22 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
23 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
24 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
25 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
26 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
27 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

28 50. At all relevant times herein, Defendants have had a consistent policy or practice of

1 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
2 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
3 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
4 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
5 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
6 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
7 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
8 violation in connection with each payment that was made in violation of Labor Code section 204.

9 Civil Penalties Under Labor Code § 226.3

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

15 52. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
16 this section are in addition to any other penalty provided by law.”

17 53. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
18 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
19 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements
20 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
21 address of each employer with whom they have been placed to work; all applicable hourly rates in
22 effect during the pay period and the corresponding number of hours worked at each hourly rate; the
23 legal name of the employer and/or the name and address of the legal entity securing the employer’s
24 services; and other such information as required by Labor Code section 226, subdivision (a) and/or
25 Labor Code section 226.2 to the extent it does not include for piece-rate work the information
26 required therein including, without limitation, the quantity, rate and units worked per piece, as well
27 as separately itemized non-productive time and rest and recovery periods.

28 54. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are

1 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
2 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
3 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
4 period for each subsequent violation.

5 Violation of Labor Code § 558

6 55. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
7 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
8 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil
9 penalty as follows:

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

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

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

17 56. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
18 each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders
19 regulating wages, hours and days of work described herein, including but not limited to Labor Code
20 sections 201-204, 223, 226.7, 510, 511, 512, 551, 552, 1182.12, 1194, 1197, 1198, and 2802.

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

26 ///

27 ///

28 ///

Violation of Labor Code § 1174.5

58. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required every person employing labor in California to “[a]llow any member of the commission or the employees of the Division of Labor Standards Enforcement free access to the place of business or employment of the person to secure any information or make any investigation that they are authorized by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the person.”

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

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

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

62. Plaintiff is informed and believes, and based thereon alleges, that Defendants have willfully failed to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment

1 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
2 under Labor Code section 1174.

3 63. As a direct and proximate result of the herein-described Labor Code violations,
4 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
5 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
6 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

7 Violation of Labor Code § 1197.1

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

14 (1) For any initial violation that is intentionally committed, one hundred dollars
15 (\$100) for each underpaid employee for each pay period for which the
16 employee is underpaid. This amount shall be in addition to an amount
17 sufficient to recover underpaid wages, liquidated damages pursuant to Section
18 1194.2, and any applicable penalties imposed pursuant to Section 203.

19 (2) For each subsequent violation for the same specific offense, two hundred fifty
20 dollars (\$250) for each underpaid employee for each pay period for which the
21 employee is underpaid regardless of whether the initial violation is
22 intentionally committed. This amount shall be in addition to an amount
23 sufficient to recover underpaid wages, liquidated damages pursuant to Section
24 1194.2, and any applicable penalties imposed pursuant to Section 203.

25 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
26 Section 203, recovered pursuant to this section shall be paid to the affected
27 employee."

28 65. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused

1 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants
2 routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiff and
3 Aggrieved Employees at the proper rates of pay, as described above.

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

10 Civil Penalties Under Labor Code § 2699

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

17 68. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
18 each of them, violated the Labor Code sections described in the preceding paragraphs.

19 69. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one
20 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
21 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
22 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

23 70. Moreover, Plaintiff and other Aggrieved Employees within the State of California
24 whom Plaintiff seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
25 connection with their herein-described claims for civil penalties.

26 ///

27 ///

28 ///

1 **PRAYER**

2 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
3 judgment against Defendants as follows:

- 4 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
5 1174.5, 1197.1, and 2699;
- 6 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
7 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 8 C. For equitable, including, without limitation, injunctive relief;
- 9 C. Pre-judgment and post-judgment interest;
- 10 D. For costs of suit incurred herein; and
- 11 E. Such other and further relief as the Court deems just and proper.

12 Dated: January 16, 2026

BIBIYAN LAW GROUP, P.C.

13
14 BY: /s/ Gayane Ghandilyan

15 MOLLY A. DESARIO

16 GAYANE GHANDILYAN

17 Attorneys for Plaintiff MICHAEL ABBATE and on beh
18 of all other Aggrieved Employees
19
20
21
22
23
24
25
26
27
28