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on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CRUZ

EMMANUEL RODRIGUEZ, an individual and
on behalf of all others similarly situated,

Plaintiff,

v.

SSC PARTNERS LLC, a California Limited
Liability Company; PAUL KEPLER; an
individual; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 25CV02453

**CLASS ACTION COMPLAINT &
ENFORCEMENT ACTION UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, *ET
SEQ.* FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. FAILURE TO PAY TIMELY WAGES;
7. WAGE STATEMENT VIOLATIONS;
8. FAILURE TO INDEMNIFY;
9. PENALTIES PURSUANT TO LABOR
CODE § 2699, *ET SEQ.*; and
10. UNFAIR COMPETITION

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

COMES NOW, Plaintiff EMMANUEL RODRIGUEZ (“Plaintiff”), on behalf of himself and all others similarly situated, and alleges as follows:

INTRODUCTION

1. This is a Class and Representative Action, pursuant to Code of Civil Procedure section 382, against SSC PARTNERS LLC (“SSC” or the “Company”) and PAUL KEPLER (“Kepler”), and any of their respective subsidiaries or affiliated companies within the State of California (the Company and Kepler and DOES 1 through 100, as further defined below, collectively, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members” and/or “Aggrieved Employees”).

PARTIES

A. Plaintiff

2. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, serving as a cook and preparing the ingredients necessary to initiate proper service, maintaining a clean kitchen throughout the work day, completing all closing requirements, preparing food for catering service, completing inventory, assisting with bussing dishes, washing dishes, cleaning floors, and purchasing ingredients required for operating the kitchen for employers within the state of California. Plaintiff is informed and believes and based thereon alleges that Plaintiff worked for Defendants from approximately July 2024 through December 2024.

B. Defendants

3. Plaintiff is informed and believes and based thereon alleges that defendant SSC is, and at all times relevant hereto, a limited liability company organized and existing under and by virtue of the laws of the State of California and doing business in the County of Santa Cruz, State of California.

4. Plaintiff is informed and believes and based thereon alleges that defendant Kepler is, and at all times relevant hereto was, an individual residing in California, as well as an Owner for

1 SSC, and DOES 1 through 100, as further defined below. Plaintiff is further informed and believes
2 and based thereon alleges that Kepler violated, or caused to be violated, the above-referenced and
3 below-referenced Labor Code provisions in violation of Labor Code section 558.1.

4 5. The true names and capacities, whether individual, corporate, associate, or otherwise,
5 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
6 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
7 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
8 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
9 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
10 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
11 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
12 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
13 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
14 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
15 include SSC and any of their parent, subsidiary, or affiliated companies within the State of
16 California, as well as Kepler, and DOES 1 through 100 identified herein.

17 **JOINT LIABILITY ALLEGATIONS**

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

23 7. All of the acts and conduct described herein of each and every corporate defendant
24 was duly authorized, ordered, and directed by the respective and collective defendant corporate
25 employers, and the officers and management-level employees of said corporate employers. In
26 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
27 their said employees, agents, and representatives, and each of them; and upon completion of the
28 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant

1 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
2 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
3 aforementioned corporate employees, agents and representatives.

4 8. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
5 unity of interest and ownership between Defendants, and each of them, that their individuality and
6 separateness have ceased to exist.

7 9. Plaintiff is informed and believes, and based thereon alleges that despite the
8 formation of the purported corporate existence of SSC, and DOES 1 through 50, inclusive (the
9 “Alter Ego Defendants”), they, and each of them, are one and the same with Kepler, and DOES 51
10 through 100 (“Individual Defendants”), and each of them, due to, but not limited to, the following
11 reasons:

12 a. The Alter Ego Defendants are completely dominated and controlled by the
13 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
14 as set forth in this Complaint, and who has hidden and currently hide behind the Alter Ego
15 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
16 inequitable purpose;

17 b. The Individual Defendants derive actual and significant monetary benefits
18 by and through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego Defendants
19 as the funding source for the Individual Defendants’ own personal expenditures;

20 c. Plaintiff is informed and believes and thereon alleges that the Individual
21 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear
22 as though separate and distinct for purposes of perpetrating fraud, circumventing a statute, or
23 accomplishing some other wrongful or inequitable purpose;

24 d. Plaintiff is informed and believes and thereon alleges that the business
25 affairs of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times
26 mentioned herein were, so mixed and intermingled that the same cannot reasonably be segregated,
27 and the same are inextricable confusion. The Alter Ego Defendants are, and at all relevant times
28 mentioned herein were, used by the Individual Defendants as mere shells and conduits for the

1 conduct of certain of their, and each of their affairs. The Alter Ego Defendants are, and at all relevant
2 times mentioned herein were, the alter egos of the Individual Defendants;

3 e. The recognition of the separate existence of the Individual Defendants and
4 the Alter Ego Defendants would promote injustice insofar that it would permit defendants to
5 insulate themselves from liability to Plaintiff for violations of the California Government Code,
6 Civil Code, Labor Code, and other statutory violations. The corporate existence of these defendants
7 should thus be disregarded in equity and for the ends of justice because such disregard is necessary
8 to avoid fraud and injustice to Plaintiff, and all other similarly situated employees, herein;

9 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the
10 Individual Defendants (and vice versa), and the fiction of their separate corporate existence must
11 be disregarded;

12 g. As a result of the aforementioned facts, among others, Plaintiff is informed
13 and believes, and based thereon alleges that the Individual Defendants, the Alter Ego Defendants,
14 and each of them, are joint employers by virtue of a joint enterprise, and that Plaintiff was an
15 employee of the Alter Ego Defendants and the Individual Defendants. Plaintiff performed services
16 for each and every defendant, and to the mutual benefit of all defendants, and all defendants shared
17 control of Plaintiff and all other similarly situated employees, either directly or indirectly, and in the
18 manner in which defendants' business was and is conducted.

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

21 **JURISDICTION**

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

24 12. Venue is proper in Santa Cruz County, California pursuant to Code of Civil
25 Procedure sections 392, et seq. because, among other things, Santa Cruz County is where the causes
26 of action complained of herein arose; the county in which the employment contract, or part of it,
27 between Plaintiff, Class Members, and/or Aggrieved Employees, or some of them, and Defendants
28 was due to be performed; the county in which the employment contract, or part of it, between

1 Plaintiff, Class Members, and/or Aggrieved Employees, or some of them, and Defendants was
2 actually performed. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff,
3 Class Members, and/or Aggrieved Employees in Santa Cruz County, and because Defendants
4 employ numerous Class Members and/or Aggrieved Employees in Santa Cruz County.

5 **FACTUAL BACKGROUND**

6 13. For at least four (4) years prior to the filing of this action and continuing to the
7 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or
8 some of them, in violation of California state wage and hour laws as a result of, without limitation,
9 Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and
10 seven consecutive work days in a work week without being properly compensated for hours worked
11 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
12 worked on the seventh consecutive work day in a work week by, among other things, Defendants
13 had, and continue to have, a company-wide policy and practice discouraging and impeding
14 employees from recording hours worked that were outside of their scheduled shifts in order to limit
15 the amount of overtime employees could accrue. On information and belief, this policy of limiting
16 overtime, coupled with Defendants practices of understaffing and assigning heavy workloads, led
17 Plaintiff and Class Members to work off the clock outside of their scheduled shift times in order to
18 complete their assigned tasks. Further, Defendants required employees work off-the-clock outside
19 of their shift times in order to complete their assigned tasks (including but not limited to traveling
20 to the grocery store to purchase ingredients at least three to four times a week, but managers and
21 supervisors (like Kepler, or others) either insisted that the off-the-clock hours not be recorded, or
22 edited and manipulated employees' time entries to show less hours than actually worked).
23 Defendants' failure to accurately track and/or pay for all hours actually worked at the proper
24 overtime rate of pay was to the detriment of Plaintiff and Class Members. As such, Defendants did
25 not account for all the time worked by Plaintiff and Class Members, when calculating the number
26 of hours worked to determine how many hours of overtime wages were and are owed.

27 14. For at least four (4) years prior to the filing of this Action and continuing to the
28 present, Defendants have failed to pay minimum wages to Plaintiff and Class Members, or some of

1 them, in violation of California state wage and hour laws as a result of, among other things, such as,
2 requiring employees to travel to and purchase ingredients or equipment(s) off the clock at least three
3 to four times per week without proper remuneration and failing to accurately track and/or pay for
4 all hours actually worked at their regular rate of pay for work that was required to be done off-the-
5 clock to the detriment of Plaintiff and Class Members.

6 15. For at least four (4) years prior to the filing of this Action and continuing to the
7 present, Defendants have failed to provide Plaintiff and Class Members, or some of them, full,
8 timely thirty (30) minute uninterrupted meal period for days on which they worked more than five
9 (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which
10 they worked in excess of ten (10) hours in a work day, and failed to provide compensation for such
11 unprovided meal periods as required by California wage and hour laws due to, without limitation,
12 Defendants had, and continue to have, companywide policies and/or practices of understaffing its
13 retail restaurant locations, such that there were too few employees on duty to handle the workload
14 and attend to patrons, which resulted in a failure to provide Plaintiff and Class Members with
15 adequate meal period coverage, failing to authorize a compliant meal period, pressuring Plaintiff
16 and Class Members to clock-out for meal periods and continue working without receiving a
17 compliant meal period, requiring employees to travel and purchase ingredients or equipment(s) off
18 the clock at least three to four times per week without proper remuneration, interrupting meal
19 periods to discuss work related activities, or requesting to return from meal periods early, and
20 managers and supervisors (including Paul Kepler) edited and/or manipulated employees' time
21 entries to show less hours than actually worked by editing time to demonstrate that compliant meal
22 periods were provided.

23 16. For at least four (4) years prior to the filing of this action and continuing to the
24 present, Defendants have failed to authorize and permit Plaintiff and Class Members, or some of
25 them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction
26 thereof and failed to provide compensation for such unprovided rest periods as required by
27 California wage and hour laws due to, without limitation, failing to authorize a compliant rest period,
28 pressuring Plaintiff and Class Members to continue to work through their rest periods, requiring

1 employees to travel and purchase ingredients or equipment(s) off the clock at least three to four
2 times per week without proper remuneration, and by interrupting rest periods for the reasons
3 discussed above.

4 17. For at least three (3) years prior to the filing of this action and continuing to the
5 present, Defendants have failed to pay Plaintiff and Class Members, or some of them, the full
6 amount of their wages owed to them upon termination and/or resignation as required by Labor Code
7 sections 201, 202, and 203 including for, without limitation, Defendants' failing to pay overtime
8 wages, minimum wages, and premium wages.

9 18. For at least three (3) years prior to the filing of this action and continuing to the
10 present, Defendants have failed to pay Plaintiff and Class Members, the full amount of their wages
11 owed as required by Labor Code section 204. Labor Code section 204 expressly requires employers
12 who pay employees on a weekly, biweekly, or semimonthly basis to pay all wages "not more than
13 seven calendar days following the close of payroll period." Due to Defendants' failure to pay
14 Plaintiff and Class Members all overtime, minimum wage compensation, and meal and rest period
15 premiums as described above, Defendants failed to timely pay its employees within seven calendar
16 days following the close of payroll on a regular and consistent basis. Furthermore, Labor Code
17 section 210 provides that "in addition to, an entirely independent and apart from, any other penalty
18 provided in this article, every person who fails to pay the wages of each employee as provided in
19 sections ... 204 ... shall be subject to a civil penalty as follows: (1) for any initial violation, one
20 hundred dollars (\$100) for each failure to pay each employee; (2) for each subsequent violation, or
21 any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each
22 employee, plus 25% of the amount unlawfully withheld."

23 19. For at least three (3) years prior to the filing of this action and continuing to the
24 present, Defendants have failed to indemnify Plaintiff and Class Members, or some of them, for the
25 costs incurred in the use of cellular phones for work-related purposes and requiring employees travel
26 and purchase ingredients and equipment(s) at least three to four times per week for employers
27 (including but not limited to baking mixer, cooking and baking ingredients, blenders, knives,
28 spatulas, glasses, and so forth), and failed and refused to reimburse employees for mileage when

1 employees use or used their own vehicles for work-related purposes.

2 20. For at least one (1) year prior to the filing of this Action and continuing to the present,
3 Defendants have failed to furnish Plaintiff and Class Members, or some of them, with itemized wage
4 statements that accurately reflect gross wages earned; total hours worked; net wages earned; all
5 applicable hourly rates in effect during the pay period and the corresponding number of hours
6 worked at each hourly rate; the name and address of the legal entity that is the employer, and other
7 such information as required by Labor Code section 226, subdivision (a). As a result thereof,
8 Defendants have failed to furnish employees with an accurate calculation of gross and gross wages
9 earned, as well as gross and net wages paid, and other information described herein.

10 21. Plaintiffs, on their own behalf and on behalf of Class Members, brings this action
11 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 210, 218.6,
12 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197, 2802, *et al.*, 2810.5, and
13 applicable Wage Order(s), seeking overtime wages, minimum wages, payment of premium wages
14 for missed meal and rest periods, waiting time penalties, wage statement penalties, failure to
15 indemnify, other such provisions of California law, and reasonable attorneys' fees and costs.

16 22. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
17 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
18 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
19 appropriate and effective means to prevent further violations, as well as all monies owed but
20 withheld and retained by Defendants to which Plaintiff and Class Members are entitled, as well as
21 restitution of amounts owed.

22 **CLASS ACTION ALLEGATIONS**

23 23. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
24 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current
25 and former non-exempt employees of Defendants within the State of California at any time and at
26 any location commencing four (4) years preceding the filing of Plaintiff's complaint up until the
27 time that notice of the class action is provided to Class Members.

28 24. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)

1 to amend or modify the class description with greater specificity, further divide the defined class
2 into subclasses, and to further specify or limit the issues for which certification is sought.

3 25. This action has been brought and may properly be maintained as a class action under
4 the provisions of Code of Civil Procedure section 382 because there is a well-defined community
5 of interest in the litigation and the proposed Class is easily ascertainable.

6 **A. Numerosity**

7 26. The potential Class Members as defined are so numerous that joinder of all the
8 members of the Class is impracticable. While the precise number of Class Members has not been
9 determined yet, Plaintiff is informed and believes that there are over thirty (30) Class Members
10 employed or formerly employed by Defendants within the State of California.

11 27. Accounting for employee turnover during the relevant periods necessarily increases
12 this number. Plaintiff alleges Defendants' employment records would provide information as to the
13 number and location of all Class Members. Joinder of all members of the proposed Class is not
14 practicable.

15 **B. Commonality**

16 28. There are questions of law and fact common to Class Members. These common
17 questions include, but are not limited to:

- 18 A. Did Defendants violate California Labor Code and IWC Wage Order(s) by failing to
19 pay wages to Plaintiff and Class Members for all hours worked?
- 20 B. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
21 worked at a proper overtime rate of pay?
- 22 C. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
23 for all other time worked at the employee's regular rate of pay and a rate of pay that
24 is greater than the applicable minimum wage?
- 25 D. Did Defendants violate Labor Code section 512 by not authorizing or permitting
26 Plaintiff and Class Members to take compliant meal periods?
- 27 E. Did Defendants violate Labor Code section 226.7 by not providing Plaintiff and
28 Class Members with additional wages for missed or interrupted meal periods?

- 1 F. Did Defendants violate applicable Wage Orders by not authorizing or permitting
2 Plaintiff and Class Members to take compliant rest periods?
- 3 G. Did Defendants violate Labor Code section 226.7 by not providing Plaintiff and
4 Class Members with additional wages for missed or interrupted rest periods?
- 5 H. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Plaintiff
6 and Class Members upon termination or resignation all wages earned?
- 7 I. Are Defendants liable to Plaintiff and Class Members for waiting time penalties
8 under Labor Code section 203?
- 9 J. Did Defendants violate Labor Code section 204 by failing to pay Plaintiff and Class
10 Members timely wages during their employment?
- 11 K. Are Defendants liable to Plaintiff and Class Members for penalties under Labor Code
12 section 210?
- 13 L. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
14 Plaintiff and Class Members with accurate wage statements?
- 15 M. Did Defendants fail to indemnify Class Members for all necessary expenditures or
16 losses incurred in direct consequence of the discharge of their duties or by obedience
17 to the directions of Defendants as required under Labor Code section 2802?
- 18 N. Did Defendants fail to provide written notice of information material to Plaintiff's
19 and Class Members' employment with Defendants in violation of Labor Code
20 section 2810.5?
- 21 O. Did Defendants violate the Unfair Competition Law, Business and Professions Code
22 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 23 P. Are Class Members entitled to restitution of wages under Business and Professions
24 Code section 17203?
- 25 Q. Are Class Members entitled to costs and attorneys' fees?
- 26 R. Are Class Members entitled to interest?

27 **C. Typicality**

- 28 29. The claims of Plaintiff herein alleged are typical of those claims which could be

1 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
2 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
3 damages arising out of and caused by Defendants' common course of conduct in violation of laws
4 and regulations that have the force and effect of law and statutes as alleged herein.

5 **D. Adequacy of Representation**

6 30. Plaintiff will fairly and adequately represent and protect the interest of Class
7 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
8 hour class actions.

9 **E. Superiority of Class Action**

10 31. A class action is superior to other available means for the fair and efficient
11 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
12 questions of law and fact common to Class Members predominate over any questions affecting only
13 individual Class Members. Class Members, as further described therein, have been damaged and
14 are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the
15 violation of the Labor Code as set out herein.

16 32. Class action treatment will allow Class Members to litigate their claims in a manner
17 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
18 any difficulties that are likely to be encountered in the management of this action that would
19 preclude its maintenance as a class action.

20 **FIRST CAUSE OF ACTION**

21 **(Failure to Pay Overtime Wages – Against All Defendants)**

22 33. Plaintiff re-alleges and incorporates by reference the allegations contained in the
23 preceding paragraphs as though fully set forth herein.

24 34. At all relevant times, Plaintiff and Class Members were employees or former
25 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
26 Wage Order(s).

27 35. At all times relevant to this Complaint, Labor Code section 510 was in effect and
28 provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in

1 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
2 at the rate of no less than one and one-half times the regular rate of pay for an employee.”

3 36. At all times relevant to this Complaint, Labor Code section 510 further provided that
4 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
5 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any
6 seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of
7 pay.”

8 37. Four (4) years prior to the filing of the Complaint in this Action through the present,
9 Plaintiff and Class Members, worked for Defendants during shifts that consisted of more than eight
10 (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7) consecutive
11 workdays in a workweek, without being paid overtime wages for all hours worked as a result of,
12 including but not limited to, Defendants failing to accurately track and/or pay for all hours actually
13 worked at the proper overtime rate of pay to the detriment of Plaintiff and Class Members, as
14 discussed above.

15 38. Accordingly, by requiring Plaintiff and Class Members to work greater than eight (8)
16 hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays without
17 properly compensating overtime wages at the proper overtime rate of pay, Defendants, willfully
18 violated the provisions of the Labor Code, among others, sections 510, 1194, and applicable IWC
19 Wage Order(s), and California law.

20 39. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have
21 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
22 plus interest and penalties thereon, attorneys’ fees and costs, pursuant to Labor Code section 1194
23 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

24 **SECOND CAUSE OF ACTION**

25 **(Failure to Pay Minimum Wages – Against All Defendants)**

26 40. Plaintiff re-alleges and incorporates by reference the allegations contained in the
27 preceding paragraphs as though fully set forth herein.

28 41. At all relevant times, Plaintiff and Class Members were employees or former

1 employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage
2 Order(s).

3 42. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and
4 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
5 Defendants' control.

6 43. For four (4) years prior to the filing of the Complaint in this Action through the
7 present, Defendants failed to accurately track and/or pay for all hours actually worked at their
8 regular rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members
9 as discussed above.

10 44. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
11 suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages
12 for all hours worked or otherwise due.

13 45. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure
14 sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to
15 recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated
16 damages, reasonable attorneys' fees and costs of suit.

17 **THIRD CAUSE OF ACTION**

18 **(Failure to Provide Meal Periods – Against All Defendants)**

19 46. Plaintiff re-alleges and incorporates by reference the allegations contained in the
20 preceding paragraphs as though fully set forth herein.

21 47. At all relevant times, Plaintiff and Class Members were employees or former
22 employees of Defendants covered by Labor Code section 512 and applicable Wage Order(s).

23 48. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall
24 employ an employee for a work period of more than five (5) hours without a timely meal break of
25 not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.
26 Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours
27 per day without providing the employee with a second timely meal period of not less than thirty (30)
28 minutes in which the employee is relieved of all of his or her duties.

49. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

50. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were not provided complete, timely 30-minute, duty-free uninterrupted meal periods every five hours of work without waiving the right to take them, as permitted. Moreover, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation when Class Members were not provided compliant meal periods.

51. By their failure to provide Plaintiff and Class Members compliant meal periods as contemplated by Labor Code section 512, among other California authorities, and failing, to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 512 and applicable Wage Orders.

52. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

53. Plaintiff and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

54. Plaintiff re-alleges and incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

55. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by applicable Wage Orders.

56. California law and applicable Wage Order(s) require that employers “authorize and

1 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour
2 work period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-
3 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
4 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
5 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
6 thirty (30) minutes of paid rest period.

7 57. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
8 with a meal period or rest period as provided in the applicable Wage Order(s) of the Industrial
9 Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the
10 employee’s regular rate of compensation for each workday that the rest period is not provided.

11 58. For four (4) years prior to the filing of the Complaint in this Action through the
12 present, Plaintiff and Class Members were not authorized or permitted to take complete, timely,
13 duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof.
14 Moreover, Defendants failed to provide one (1) additional hour of pay at the Class Member’s regular
15 rate of compensation on the occasions that Class Members were not authorized or permitted to take
16 compliant rest periods.

17 59. By their failure, to authorize and permit Plaintiff and Class Members to take rest
18 periods contemplated by California law, and one (1) additional hour of pay at the employee’s regular
19 rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully
20 violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

21 60. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
22 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
23 owed for rest periods that they were not authorized or permitted to take.

24 61. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
25 additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus
26 interest and penalties thereon, attorneys’ fees, and costs, under Labor Code sections 226 and 226.7,
27 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

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1 **FIFTH CAUSE OF ACTION**

2 **(Failure to Pay All Wages Due Upon Termination – Against All Defendants)**

3 62. Plaintiff re-alleges and incorporates by reference the allegations contained in the
4 preceding paragraphs as though fully set forth herein.

5 63. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
7 Wage Orders.

8 64. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
9 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
10 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
11 discharge immediately upon termination. Class Members who resigned were entitled to payment
12 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
13 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
14 unpaid at the time of resignation.

15 65. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
16 years before the filing of the Complaint in this Action through the present, Defendants, due to the
17 failure to provide overtime, minimum, premium wages, mentioned above, failed to pay Plaintiff and
18 Class Members all wages earned including without limitation, premium wages prior to resignation
19 or termination in accordance with Labor Code sections 201 or 202.

20 66. Plaintiff is informed and believes Defendants' failure to pay Plaintiff and Class
21 Members all wages earned prior to termination or resignation in accordance with Labor Code
22 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff
23 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
24 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
25 sections 201 and 202 resulting in the failure, on occasion, to pay all wages earned prior to
26 termination or resignation.

27 67. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
28 waiting time penalties from the date their earned and unpaid wages were due, upon termination or

1 resignation, until paid, up to a maximum of thirty (30) days.

2 68. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
3 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
4 prior to termination or resignation.

5 69. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
6 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
7 waiting time penalties, interest, and their costs of suit, as well.

8 **SIXTH CAUSE OF ACTION**

9 **(Failure to Pay All Wages Within a Timely Manner – Against All Defendants)**

10 70. Plaintiff re-alleges and incorporates by reference the allegations contained in the
11 preceding paragraphs as though fully set forth herein.

12 71. At all relevant times, Labor Code section 200 provides that “wages include all
13 amounts for labor performed by employees of every description, whether the amount is fixed or
14 ascertained by the standard of time, task, pieces, commission basis, or other method of calculation.”

15 72. At all relevant times, Labor Code section 204 states that all wages earned by any
16 person in any employment are payable twice during the calendar month, and must be paid not more
17 than seven days following the close of the period when the wages were earned.

18 73. At all relevant times, Plaintiff and Class Members were employees or former
19 employees of Defendants covered by Labor Code sections 204 and 210, as well as applicable Wage
20 Orders.

21 74. At all relevant times, Labor Code section 204 expressly required employers who pay
22 employees on a weekly, biweekly, or semi-monthly basis to pay all wages “not more than seven
23 calendar days following the close of the payroll period.” Due to Defendants' failure to pay Plaintiff
24 and Class Members all minimum, or overtime wage compensation, and meal and rest period
25 premiums as described above, Defendants failed to timely pay its employees within seven calendar
26 days following the close of payroll in accordance with Labor Code section 204 on a regular and
27 consistent basis.

28 75. As discussed in detail above, by failing to pay for all minimum and/or overtime

1 wages owed, and failing to pay meal and/or rest premiums, among others discussed above,
2 Defendants failed to pay Plaintiff and Class Members at least twice per month in violation of Labor
3 Code section 204.

4 76. As a result, Plaintiff and Class Members are entitled to penalties pursuant to Labor
5 Code section 210.

6 **SEVENTH CAUSE OF ACTION**

7 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

8 77. Plaintiff re-alleges and incorporates by reference the allegations contained in the
9 preceding paragraphs as though fully set forth herein.

10 78. At all relevant times, Plaintiff and Class Members were employees or former
11 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

12 79. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members
13 were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
14 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
15 wages earned; all applicable hourly rates in effect during the pay period and the corresponding
16 number of hours worked at each hourly rate; and the name and address of the legal entity that is the
17 employer, among other things.

18 80. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
19 before the filing of the Complaint in this Action through the present, Defendants failed to comply
20 with Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their
21 failure, on occasion, to furnish Plaintiff and Class Members with accurate itemized statements that
22 accurately reflect, among other things, gross wages earned; total hours worked; net wages earned;
23 all applicable hourly rates in effect during the pay period and the corresponding number of hours
24 worked at each hourly rate; and the name and address of the legal entity that is the employer, among
25 other things.

26 81. Defendants' failure to, on occasion, provide Plaintiff and Class Members with
27 accurate wage statements was knowing, intentional, and willful. Defendants had the ability to
28 provide Plaintiff and the other Class Members with accurate wage statements, but, willfully

1 provided wage statements that Defendants knew were not accurate.

2 82. As a result of Defendants' occasional unlawful conduct, Plaintiff and Class Members
3 have suffered injury. The absence of accurate information on Class Members' wage statements has
4 delayed timely challenge to Defendants' unlawful pay practices; requires discovery and
5 mathematical computations to determine the amount of wages owed; causes difficulty and expense
6 in attempting to reconstruct time and pay records; and led to submission of inaccurate information
7 about wages and amounts deducted from wages to state and federal governmental agencies, among
8 other things.

9 83. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members
10 are entitled to recover \$50 for the initial pay period during the period in which violation of Labor
11 Code section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent
12 pay period, not to exceed an aggregate \$4,000.00 per employee.

13 84. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil
14 Procedure section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to
15 recover the full amount of penalties due under Labor Code section 226, subdivision (e), reasonable
16 attorneys' fees, and costs of suit.

17 **EIGHTH CAUSE OF ACTION**

18 **(Violation of Labor Code § 2802 – Against All Defendants)**

19 85. Plaintiff re-alleges and incorporates by reference the allegations contained in the
20 preceding paragraphs as though fully set forth herein.

21 86. At all relevant times, Plaintiff and Class Members were employees or former
22 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

23 87. Labor Code section 2802, subdivision (a) provides that "an employer shall indemnify
24 his or her employee for all necessary expenditures or losses incurred by the employee in direct
25 consequence of the discharge of his or her duties . . ."

26 88. For three (3) years prior to the filing of the Complaint in this Action through the
27 present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times,
28 necessary expenditures or losses in direct consequence of the discharge of their duties or at the

1 obedience to the directions of Defendants that included, without limitation: purchasing equipment
2 for employers (including but not limited to baking mixer, cooking and baking ingredients, blenders,
3 knives, spatulas, glasses, and so forth), and failed and refused to reimburse employees for mileage
4 when employees use or used their own vehicles for work-related purposes.

5 89. During that time period, Plaintiff is informed and believes, and based thereon alleges,
6 that Defendants, at times, failed and refused, and still fail and refuse, on occasion, to reimburse
7 Plaintiff and Class Members for those losses and/or expenditures.

8 90. As a result of Defendants' occasional unlawful conduct, Plaintiff and Class Members
9 have suffered damages in an amount subject to proof, to the extent they were not reimbursed for the
10 herein-described losses and/or expenditures.

11 91. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and
12 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
13 reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and
14 costs of suit.

15 **NINTH CAUSE OF ACTION**

16 **(Penalties Pursuant To Labor Code Section 2699, *ET SEQ.* – Against All Defendants)**

17 92. Plaintiff re-alleges and incorporates by reference the allegations contained in the
18 preceding paragraphs as though fully set forth herein.

19 93. At all relevant times herein set forth, PAGA provides that any provision of law under
20 the Labor Code and applicable IWC Wage Order(s) that provides for a civil penalty to be assessed
21 and collected by the LWDA for violations of the California Labor Code and applicable IWC Wage
22 Order(s) may, as an alternative, be received by Class Members or Aggrieved Employees in a civil
23 action brought on behalf of themselves and other current or former employees pursuant to
24 procedures outlined in California Labor Code section 2699.3.

25 94. Plaintiff and Class Members are aggrieved employees as defined under Labor Code
26 section 2699(c)(1) in that they suffered the violations alleged in this Complaint and were employed
27 by the alleged violators, Defendants.

28 95. Plaintiff seeks penalties under Labor Code sections 2698 and 2699 for Defendants'

1 violation of all Labor Code provisions included under Labor Code section 2699.5 and includes the
2 penalty provisions, without limitation, based on the following Labor Code sections: 200, 201, 202,
3 203, 204, 210, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197, 2802, *et*
4 *al.*, 2810.5, and applicable Wage Order(s).

5 96. The penalties shall be allocated as follows: 65% to the Labor and Workforce
6 Development Agency (LWDA) and 35% to the affected employees.

7 97. Plaintiff and Class Members or Aggrieved Employees also seek any and all penalties
8 and remedies set forth in Labor Code section 558, which states:

9 a. Any employer or other person acting on behalf of an employer who violates, or
10 causes to be violated, a section of this chapter or any provision regulating hours and
11 days of work in any order of the Industrial Welfare Commission shall be subject to
12 a civil penalty as follows: (1) [f]or any initial violation, fifty dollars (\$50) for each
13 underpaid employee to an amount sufficient to recover underpaid wages. (2) [f]or
14 each subsequent violation, one hundred dollars (\$100) for each underpaid employee
for each pay period for which the employee was underpaid in addition to an amount
sufficient to recover underpaid wages. (3) [w]ages recovered pursuant to this section
shall be paid to the affected employee[s].

15 b. If upon inspection or investigation the Labor Commissioner determines that a person
16 had paid or caused to be paid a wage for overtime work in violation of any provision
17 of this chapter, any provision regulating hours and days of work in any order of the
18 Industrial Welfare Commission, or any applicable local overtime law, the Labor
19 Commissioner may issue a citation. The procedures for issuing, contesting, and
enforcing judgments for citations or civil penalties issued by the Labor
Commissioner for a violation of this chapter shall be the same as those set out
in Section 1197.1

20 c. The civil penalties provided for in this section are in addition to any other civil or
21 criminal penalty provided by law.

22 98. Labor Code section 226.3 provides that, “[a]ny employer who violates subdivision
23 (a) of section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
24 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
25 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
26 deduction statement or fails to keep the required in subdivision (a) of Section 226.” To the extent
27 that Labor Code section 226.3 applies, Plaintiff and Class Members or Aggrieved Employees also
28 seek such penalties on.

99. Plaintiff has exhausted his administrative remedy by sending a certified letter to the LWDA and Defendants postmarked on April 14, 2025. The LWDA has not provided notice of its intent to investigate the alleged violations within sixty-five (65) calendar days of the postmark date of the letters.

TENTH CAUSE OF ACTION

(Unfair Competition – Against All Defendants)

100. Plaintiff re-alleges and incorporates by reference the allegations contained in the preceding paragraphs as though fully set forth herein.

101. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Due to their participation at times in unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to compensate employees in accordance with the Labor Code.

102. As a result of Defendants' occasional unfair competition as alleged herein, Plaintiff and Class Members have suffered injury in fact and lost money or property.

103. Pursuant to Business and Professions Code section 17203, Plaintiff and Class Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the establishment of appropriate and effective means to prevent further violations, as well as restitution of all wages and other monies owed to them under the Labor Code, including interest thereon, in which they had a property interest and which Defendants nevertheless failed to pay them and instead withheld and retained for themselves. Restitution of the money owed to Plaintiff and Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code.

104. Plaintiff and Class Members are entitled to costs of suit under Code of Civil Procedure section 1032 and interest under Civil Code section 3287.

DEMAND FOR JURY TRIAL

105. Plaintiff demands a trial by jury on all causes of action contained herein

PRAYER

WHEREFORE, on behalf of Plaintiff and Class Members, Plaintiff prays for judgment against Defendants as follows:

- A. An order certifying this case as a Class Action;
- B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's counsel as class counsel;
- C. Damages for all wages earned and owed, including minimum, and/or overtime wages under Labor Code sections 218.6, 510, 1194, 1197, and 1199;
- D. Liquidated damages pursuant to Labor Code section 1194.2;
- E. Damages for unpaid premium wages from missed meal and rest periods under, among other Labor Code sections, 512 and 226.7;
- F. Penalties for inaccurate wage statements under Labor Code section 226, subdivision (e);
- G. Waiting time penalties under Labor Code section 203;
- H. Damages for failing to timely pay wages under Labor Code section 204 and penalties pursuant to section 210;
- I. Damages under Labor Code section 2802;
- J. For penalties pursuant to Labor Code section 2698, 2699, *et seq.*, as may be proven;
- K. Preliminary and permanent injunctions prohibiting Defendants from further violating the California Labor Code and requiring the establishment of appropriate and effective means to prevent future violations;
- L. Restitution of wages and benefits due which were acquired by means of any unfair business practice, according to proof;
- M. Prejudgment and post-judgment interest at the maximum rate allowed by law;
- N. For attorneys' fees in prosecuting this action;
- O. For costs of suit incurred herein; and

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P. For such other and further relief as the Court deems just and proper.

Dated: July 31, 2025

MIRACLE MILE LAW GROUP, LLP

BY: 

STEVEN I. AZIZI
SEVADA HAKOPIAN

Attorneys for Plaintiff EMMANUEL RODRIGUEZ,
on behalf of himself and all others similarly situated