

1 JAMIE K. SERB, ESQ. (SBN 289601)
jamie@crosnerlegal.com
2 BRANDON BROUILLETTE, ESQ. (SBN 273156)
bbrouillette@crosnerlegal.com
3 ZACHARY M. CROSNER, ESQ. (SBN 272295)
zach@crosnerlegal.com
4 **CROSNER LEGAL, PC**
5 9440 Santa Monica Blvd. Suite 301
Beverly Hills, CA 90210
6 Tel: (866) 276-7637
Fax: (310) 510-6429
7

8 Attorneys for Plaintiff AMBER COLLIN
on behalf of the State of California and all Aggrieved Employees
9

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

12 AMBER COLLIN, on behalf of the State of
California and all Aggrieved Employees,

13 Plaintiff,

14 v.

15 PINSTripES, INC., a Delaware
Corporation; and DOES 1-100, inclusive,

16 Defendants.
17
18
19
20
21
22
23
24
25
26
27
28

Electronically FILED by
Superior Court of California,
County of Los Angeles
6/16/2025 4:09 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By A. Munoz, Deputy Clerk

Case No.: **25STCV17438**

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

1 Plaintiff, AMBER COLLIN, (“PLAINTIFF”), on behalf of the State of California and all
2 Aggrieved Employees (as defined below), hereby files this Complaint against Defendants
3 PINSTRIPES, INC., a Delaware Corporation; and DOES 1-100, inclusive. PLAINTIFF is informed
4 and believes and thereon alleges as follows:

5 **INTRODUCTION**

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

10 **JURISDICTION AND VENUE**

11 2. This Court has jurisdiction over PLAINTIFF’s claims for penalties pursuant to
12 California statutes, including but not limited to the PAGA, and decisional law and regulations.

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

21 **THE PARTIES**

22 4. PLAINTIFF is, and at all relevant times, was an individual domiciled in the State of
23 California and a citizen of the State of California.

24 5. PLAINTIFF worked for DEFENDANTS as a non-exempt, hourly-paid, employee
25 with job titles of server and bartender or similar job titles/positions, beginning in or around
26 November 2024.

27 6. Defendant, PINSTRIPES, INC., is a Delaware Corporation that at all relevant times
28 was authorized to do business in California and is doing business in California.

7. DEFENDANTS own, operate, manage and/or staff its employees to work at the restaurants, venues, facilities and/or other location(s) in California, including but not limited to, in Walnut Creek, Woodland Hills and San Mateo, California. DEFENDANTS operate business under including but not limited to, the following name(s): “Pinstripes,” and/or “Pinstripes Bistro Bowling and Bocce.” DEFENDANTS, through its various locations, serve the including but not limited to, restaurant industry.¹

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

9. PLAINTIFF is further informed and believes that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, joint employer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged in this complaint. PLAINTIFF is further informed and believes and thereon alleges that each Defendant acted pursuant to and within the scope of the relationships alleged above, and that at all relevant times, each Defendant knew or should have known about, authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

JOINT LIABILITY

10. Under California law, the definition of the terms “to employ” are broadly construed under the applicable IWC Wage Order(s) to have three alternative definitions, including: (1) to exercise control over the wages, hours or working conditions; (2) to suffer or permit to work; or (3) to engage, thereby creating a common law employment relationship. See, *Martinez v. Combs*, 49

¹ See <https://www.pinstripes.com/>. Last visited on June 16, 2025.

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

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

21 12. PLAINTIFF is informed and believes, and thereon alleges that at all relevant times
22 DEFENDANTS operated as a single integrated enterprise with common ownership and centralized
23 human resources. As a result, DEFENDANTS utilized the same unlawful policies and practices
24 across all of their locations/facilities and subjected all of the Aggrieved Employees to these same
25 policies and practices regardless of the location(s) where they worked. Among other things,
26 PLAINTIFF is informed and believes that: (1) there is common ownership in, and financial control,
27 in DEFENDANTS’ companies, (2) DEFENDANTS utilize common management, who have control
28 over the day-to-day operations and employment matters, including the power to hire and fire, set

1 schedules, issue employee policies, and determine rates of compensation across its locations in
2 California; (3) DEFENDANTS utilize the same policies and procedures for all California
3 employees, including issuing the same employee handbooks and other form agreements; (4)
4 DEFENDANTS use at least some of the same Human Resources personnel and attorneys to oversee
5 employment matters; and, (6) DEFENDANTS share employees.

6 13. PLAINTIFF is informed and believes, and thereon alleges that at all times relevant
7 to this Complaint, DEFENDANTS were the joint employers of PLAINTIFF and the Aggrieved
8 Employees upon whose behalf PLAINTIFF brings these allegations and causes of action, in that
9 DEFENDANTS, exercised sufficient control over PLAINTIFF and the Aggrieved Employees'
10 wages, hours and working conditions, and/or suffered or permitted PLAINTIFF and the Aggrieved
11 Employees to work so as to be considered the joint employers of PLAINTIFF and the Aggrieved
12 Employees.

13 14. Upon information and belief, PLAINTIFF alleges that DEFENDANTS created a
14 uniform set of policies, practices and/or procedures concerning, inter alia, hourly and overtime pay,
15 time-keeping practices, meal and rest periods, reimbursement of business expenses and other
16 working conditions that were distributed to, and/or applied to PLAINTIFF and the Aggrieved
17 Employees, and further that DEFENDANTS uniformly compensated and controlled the wages of
18 PLAINTIFF and the Aggrieved Employees in a uniform manner. DEFENDANTS collectively
19 represented to PLAINTIFF and the Aggrieved Employees that each was an "at-will" employee of
20 DEFENDANTS, and that DEFENDANTS collectively retained the right to terminate PLAINTIFF's
21 and Aggrieved Employees' employment with or without cause. Upon information and belief,
22 DEFENDANTS further collectively represented to PLAINTIFF and Aggrieved Employees in
23 writing the details of their compensation, and the manner in which they were to take meal and rest
24 periods, the procedures required by DEFENDANTS collectively for recordation of hours worked
25 and the policies applicable to PLAINTIFF and Aggrieved Employees by which DEFENDANTS
26 collectively would evaluate the wage rates of PLAINTIFF and Aggrieved Employees.

27 15. For example, DEFENDANTS, and each of them, share the same principal place of
28 business/ mailing address as provided to the California Secretary of State, share similar names and

1 type of business as provided to the California Secretary of State and based on information and belief,
2 utilize some of the same attorneys and/or human resources personnel to oversee employment-related
3 matters.

4 16. Based on information and belief, documents contained in DEFENDANTS' personnel
5 file for PLAINTIFF identify "Pinstripes" as the name of PLAINTIFF's employer on employment
6 agreements, employment policy documents and/or other employment-related documents.

7 17. Thus, DEFENDANTS collectively exercised the right to control the wages, hours
8 and working conditions of PLAINTIFF and Aggrieved Employees. As such, DEFENDANTS
9 collectively held the right to control virtually every aspect of PLAINTIFF's and the Aggrieved
10 Employees' employment, including the instrumentality that resulted in the illegal conduct for which
11 PLAINTIFF seeks relief in this Complaint.

12 18. By reason of their status as joint employers of PLAINTIFF and Aggrieved
13 Employees, DEFENDANTS are each liable for civil penalties for violations of the California Labor
14 Code and applicable Wage Orders as to all Aggrieved Employees.

15 **PAGA ALLEGATIONS**

16 19. PLAINTIFF brings this action under the PAGA, as a representative action on behalf
17 of the State of California and all Aggrieved Employees, regarding violations of the California Labor
18 Code as set forth herein as to all Aggrieved Employees. Said "Aggrieved Employees" include the
19 following:

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

24 20. PLAINTIFF is an "aggrieved employee," as that term is defined under Labor Code
25 section 2699(c), as PLAINTIFF was employed by DEFENDANTS during the applicable statutory
26 limitations period and suffered all of the Labor Code violations set forth herein. Accordingly,
27 PLAINTIFF seeks to recover on behalf of the State of California, and all Aggrieved Employees, the
28 civil penalties provided by PAGA, plus reasonable attorney's fees and costs. PLAINTIFF has

1 standing to bring a PAGA cause of action on behalf of the State and all Aggrieved Employees, as
2 PLAINTIFF was jointly employed by DEFENDANTS and is affected by all of the alleged
3 violations.

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

5 21. PLAINTIFF, on April 7, 2025, through counsel, gave written notice by online filing
6 with the California Labor and Workforce Development Agency (“LWDA”) informing it that
7 DEFENDANTS failed to comply with California’s labor laws with regard to the allegations alleged
8 in this Complaint (“PAGA Notice”). The PAGA Notice was also sent to DEFENDANTS via
9 certified mail.

10 22. The PAGA Notice outlined PLAINTIFF’s claims for violations of the California
11 Labor Code and the applicable wage orders on behalf of the State of California and all Aggrieved
12 Employees.

13 23. The LWDA did not provide notice of its intention to investigate DEFENDANTS’
14 violations after expiration of the 65-day waiting time period, or at any time. To the extent any of the
15 alleged violations were curable, DEFENDANTS failed to cure within the time allotted by PAGA.
16 PLAINTIFF has exhausted the administrative remedies as required by Labor Code section 2699.3.
17 Consequently, PLAINTIFF’s right to file the instant lawsuit has duly accrued.

18 24. PLAINTIFF seeks to recover the PAGA civil penalties through a representative
19 action permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
20 Cal.4th 969. Therefore, class certification of the PAGA claims is not required.

21 **FACTUAL ALLEGATIONS**

22 25. During the relevant period, PLAINTIFF, and each of the Aggrieved Employees,
23 worked for DEFENDANTS in the State of California. At all times referenced herein,
24 DEFENDANTS exercised control over PLAINTIFF and Aggrieved Employees and suffered and/or
25 permitted them to work.

26 26. PLAINTIFF worked for DEFENDANTS as a non-exempt, hourly-paid employee
27 with job titles of server and bartender or similar job titles/positions, beginning in or around
28 November 2024.

1 27. PLAINTIFF regularly worked at least approximately five (5) plus to eight (8) hours
2 per shift, at times working more than eight (8) hours in a workday and/or more than forty (40) hours
3 in a workweek.

4 28. DEFENDANTS assigned PLAINTIFF to work at one of its locations in Walnut
5 Creek, California, which operates under the name “Pinstripes” and/or “Pinstripes Walnut Creek.”

6 29. DEFENDANTS paid PLAINTIFF an hourly rate for time counted by
7 DEFENDANTS as hours worked.

8 30. At times, DEFENDANTS’ compensated PLAINTIFF with a base rate of
9 approximately \$28.00/hour.

10 31. Based on information and belief, PLAINTIFF and other Aggrieved Employees also
11 earned multiple base rates of pay depending on type of work performed, shift differential pay,
12 bonus/incentive pay and/or other non-discretionary compensation.

13 32. PLAINTIFF and other Aggrieved Employees also earned tips.

14 33. **Tip Theft: Violations of Labor Codes Sections 351 and 353.** Labor Code Section
15 351 prohibits employers and their agents from sharing in or keeping any portion of a gratuity left
16 for or given to one or more employees by a patron. Furthermore, it is illegal for employers to make
17 wage deductions from gratuities, or from using gratuities as direct or indirect credits against an
18 employee's wages. Labor Code Section 353 mandates employers to keep accurate records of all
19 gratuities received.

20 34. DEFENDANTS failed to ensure that Aggrieved Employees fully received the
21 gratuities left for them by patrons, in that DEFENDANTS and their agents would collect and/or take
22 a portion of the gratuities for themselves, in violation of Labor Code Section 351.

23 35. For example, DEFENDANTS had a policy and practice of taking gratuities/portions
24 of gratuities left by patrons for Aggrieved Employees. By way of example, DEFENDANTS had a
25 policy and practice of covering cash shortages with PLAINTIFF’s and other Aggrieved Employees
26 earned tips, in violation of California law, including without limitation, Labor Code Section 351.

27 36. Based on information and belief, DEFENDANTS also failed/fails to keep accurate
28 records of all tips received, in violation of Labor Code Section 353. Based on further information

1 and belief, DEFENDANTS failed to pay gratuities paid by customers using credit cards to
2 Aggrieved Employees by the next regular payday following the credit card payment, in violation of
3 Labor Code section 351.

4 37. Also, based on information and belief, at times, DEFENDANTS charged an
5 additional service charge to their customers/patrons. Customers were led to believe that the service
6 charge would be paid to DEFENDANTS' Aggrieved Employees. Instead, DEFENDANTS kept a
7 majority (if not the entirety) of the service charge, thereby depriving Aggrieved Employees of the
8 service charge/gratuity that was left by the patron/customer for the Aggrieved Employees. *See*
9 *O'Grady v Merchant Exchanges Production, Inc.*, 41 Cal.App.5th 771, 790 (a mandatory service
10 charge can constitute a gratuity that is intended to the employees providing the service).

11 38. As such, DEFENDANTS are in violation of Labor Codes sections 351 and 353 as to
12 PLAINTIFF and other Aggrieved Employees.

13 39. **Unlawful Deductions.** Labor Code section 221 prohibits an employer from
14 "collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer
15 to said employee."

16 40. DEFENDANTS made unlawful deductions from Aggrieved Employees' paychecks
17 during the relevant period including but not limited to, unlawfully deducting wages to cover
18 operational business expenses and/or to remedy cash shortages.

19 41. For example, DEFENDANTS made unlawful deductions from Aggrieved
20 Employees' earned wages for cash shortages. For example, when the cash drawer was short at the
21 end of PLAINTIFF's shifts, DEFENDANTS required that PLAINTIFF use PLAINTIFF's earned
22 tips to cover the difference.

23 42. Such a practice is in violation of including but not limited to, Labor Code Sections
24 221-222 which subjects DEFENDANTS to civil penalties under Labor Code Section 2699.

25 43. Each violation results in a separate civil penalty, for each Aggrieved Employee, for
26 each pay period during which the statute provisions were violated. See Lab. Code §225.5
27 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty
28 provided in this article, every person who unlawfully withholds wages due any employee in

1 violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure
2 to pay each employee”).

3 44. **Meal Period Violations.** PLAINTIFF and other Aggrieved Employees consistently
4 worked shifts of more than five (5) hours, entitling them to at least one meal period.

5 45. At times, PLAINTIFF and other Aggrieved Employees would not receive legally
6 compliant thirty (30) minute first meal breaks.

7 46. For example, Aggrieved Employees were forced to work through their meal periods,
8 take interrupted, late, shortened meal periods and/or were restricted to their worksite and/or
9 otherwise required to remain on-duty during unpaid meal periods due to including but not limited
10 to, the need to complete assigned job duties.

11 47. For example, PLAINTIFF was typically required to complete work tasks during meal
12 periods due to the need to complete assigned job duties and/or lack of relief workers, resulting in
13 consistently denied meal periods.

14 48. Based on information and belief, DEFENDANTS would unlawfully edit the clock in
15 and out times for PLAINTIFF’s and other Aggrieved Employees’ meal periods in order to display
16 at least a thirty minute off-duty meal period during many if not all shifts worked, notwithstanding
17 the fact that DEFENDANTS had actual and/or constructive knowledge that DEFENDANTS had
18 required PLAINTIFF and other Aggrieved Employees to perform work-related tasks during their
19 meal periods.

20 49. Also, based on information and belief, at times, DEFENDANTS required Aggrieved
21 Employees to complete off-the-clock work prior to their scheduled shift time which DEFENDANTS
22 failed to take into account when scheduling meal periods for Aggrieved Employees. Based on
23 information and belief, meal periods were late, in part due to unaccounted pre-shift off-the-clock
24 work.

25 50. DEFENDANTS implemented policies and/or practices that failed to relieve
26 Aggrieved Employees of all duties and DEFENDANTS’ control during unpaid meal periods.

27 51. Based on information and belief, DEFENDANTS had actual and/or constructive
28 knowledge that their policies and practices resulted in the denial of uninterrupted meal periods

1 which were free of DEFENDANTS' control owed to PLAINTIFF and other Aggrieved Employees,
2 in violation of California's meal period laws.

3 52. Based on information and belief, despite DEFENDANTS' failure to provide lawful
4 meal periods, DEFENDANTS implemented a policy and/or practice of requiring Aggrieved
5 Employees to clock out for thirty-minute meal periods, rounding the start and end times of
6 PLAINTIFF's and other Aggrieved Employees' meal periods and/or automatically deducting at
7 least thirty minutes per shift for missed and/or otherwise unlawful meal periods (including meal
8 periods restricted to DEFENDANTS' premises), despite having actual and/or constructive
9 knowledge that PLAINTIFF and other Aggrieved Employees did not receive lawful meal periods.

10 53. DEFENDANTS failed to pay PLAINTIFF and other Aggrieved Employees, an
11 additional hour of wages at their respective regular rates of compensation for each workday a lawful
12 meal period was not provided.

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

17 55. Aggrieved Employees' rest periods were interrupted, cut short, on duty, restricted to
18 premises and/or late due to understaffing, the nature and constraints of their job duties, and/or due
19 to commentary from supervisors/ managers pressuring Aggrieved Employees to skip rest breaks
20 completely or otherwise take non-compliant rest periods.

21 56. For example, PLAINTIFF was typically required to complete work tasks during
22 owed rest periods due to the need to complete assigned job duties and/or lack of relief workers.

23 57. DEFENDANTS implemented policies and/or practices that failed to relieve
24 PLAINTIFF and other Aggrieved Employees of all duties and DEFENDANTS' control during rest
25 periods.

26 58. Furthermore, DEFENDANTS failed to pay a rest period premium at PLAINTIFF's
27 and other Aggrieved Employees' respective regular rates of pay for each day in which they
28 experienced a missed/unlawful rest period in violation of California law.

1 59. **Unpaid Minimum and Overtime Wages.** DEFENDANTS failed to compensate
2 PLAINTIFF and other Aggrieved Employees for all hours worked, resulting in the underpayment
3 of minimum and overtime wages.

4 60. Aggrieved Employees were not paid for all hours worked due to DEFENDANTS'
5 policy and/or practice of paying according to scheduled hours worked instead of actual time worked,
6 and/or mandated off-the clock work policies and/or practices.

7 61. For example, at times, DEFENDANTS required PLAINTIFF to complete work tasks
8 prior to clocking in for the start of PLAINTIFF's shift, after clocking out for the end of
9 PLAINTIFF's shift and/or during unpaid meal periods, resulting in DEFENDANTS' failure to
10 compensate PLAINTIFF for all hours worked and the underpayment of minimum wages and
11 overtime wages owed.

12 62. Based on information and belief, at times, PLAINTIFF and other Aggrieved
13 Employees were required to complete off-the-clock work outside of scheduled shifts due to work-
14 related phone calls and/or messages they received to their phones/mobile devices and were required
15 to respond to, including but not limited to, communications from supervisors regarding scheduling
16 and/or other work tasks, resulting in the underpayment of minimum wages and overtime wages
17 owed.

18 63. DEFENDANTS also failed to pay all owed minimum wages due to DEFENDANTS'
19 policy and practice of claiming tip credits on Aggrieved Employees' earned wages but then taking
20 portions or all of gratuities/tips left by patrons for Aggrieved Employees, thereby failing to pay all
21 owed minimum wages in violation of including but not limited to, Labor Code Section 1197.1.

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

26 65. DEFENDANTS failed and continue to fail to pay the lawful premium wage rate for
27 all hours worked beyond eight (8) hours in a day or beyond forty (40) hours in a week.

28 66. Based on information and belief, DEFENDANTS had actual and/or constructive

1 knowledge that its off-the-clock work policies and practices and other unlawful policies and
2 practices described herein resulted in the underpayment of minimum wages and overtime wages
3 owed to Aggrieved Employees, in violation of California's minimum and overtime wage laws.

4 67. Based on information and belief, DEFENDANTS failed to incorporate all non-
5 discretionary remuneration, including but not limited to, shift differential pay, bonus pay/incentive
6 pay, multiple base rates of pay and/or other non-discretionary pay into the regular rate of pay used
7 to calculate the owed overtime rate(s), resulting in the miscalculation and underpayment of overtime
8 wages owed to PLAINTIFF and other Aggrieved Employees.

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

17 69. DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved Employees
18 that also failed to indicate the earned gross and net wages earned during the pay period, the correct
19 applicable rates of pay for all hours worked, and the total hours worked by PLAINTIFF and
20 Aggrieved Employees (by virtue of off-the-clock work policies and practices and failure to provide
21 duty-free meal periods) which results in a violation of Labor Code section 226(a).

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

26 71. As a result, DEFENDANTS issued wage statements to PLAINTIFF and Aggrieved
27 Employees that were not accurate and did not include all of the statutorily required information. As
28 such, DEFENDANTS violated Labor Code section 226.

1 72. **Unreimbursed Business Expenses.** DEFENDANTS required PLAINTIFF and
2 Aggrieved Employees to incur business expenses as a direct consequence of the performance of
3 their job duties without providing reimbursement, in violation of Labor Code section 2802.

4 73. DEFENDANTS shifted the costs of doing business onto Aggrieved Employees by
5 requiring them to pay for their business expenses, such as but not limited to, uniforms/work
6 clothing/work shoes/personal protective/safety gear/hand tools/equipment and/or use of Aggrieved
7 Employees' personal cellphones.

8 74. For example, DEFENDANTS required PLAINTIFF to use PLAINTIFF's personal
9 cellphone to carry out PLAINTIFF's assigned job duties including without limitation, for receiving
10 and responding to work-related calls and/or messages from supervisors and/or other employees
11 regarding scheduling and/or other work tasks, however, DEFENDANTS did not reimburse
12 PLAINTIFF at all for these business expenses.

13 75. DEFENDANTS also shifted its business costs onto PLAINTIFF and other Aggrieved
14 Employees by requiring PLAINTIFF and other Aggrieved Employees to pay for DEFENDANTS'
15 business expenses, including without limitation insufficient funds to cover operating business
16 expenses, as described herein, in violation of California law, including without limitation Labor
17 Code section 2802.

18 76. Specifically, DEFENDANTS required PLAINTIFF and other Aggrieved Employees
19 to pay for operational business expenses and/or to remedy cash shortages, without reimbursing
20 PLAINTIFF and other Aggrieved Employees for these business expenses, in violation of including
21 but not limited to Labor Code section 2802.

22 77. For example, DEFENDANTS made unlawful deductions from Aggrieved
23 Employees' earned wages for cash shortages. For example, when the cash drawer was short at the
24 end of PLAINTIFF's shifts, DEFENDANTS required that PLAINTIFF use PLAINTIFF's earned
25 tips to cover the difference.

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

1 2802.

2 79. PLAINTIFF is informed and believes and alleges thereon that DEFENDANTS
3 engaged in these same herein described unlawful practices, which led to violations of the California
4 Labor Code as further alleged below, and that DEFENDANTS applied these same herein described
5 unlawful practices to all of its employees that it applied to PLAINTIFF.

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

11 80. PLAINTIFF incorporates all preceding paragraphs as if fully alleged herein.

12 **Meal Period Violations**

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

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

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

84. Employers must pay employees an additional hour of wages at the employees’
regular rate of pay for each missed or unlawful meal period (e.g., less than 30 minutes, interrupted

1 meal period, first meal period provided after five (5) hours, second meal period provided after 10
2 hours). Lab. Code § 226.7; all applicable IWC Wage Orders, §11(B) (“If an employer fails to
3 provide an employee a meal period in accordance with the applicable provision of this Order, the
4 employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation
5 for each workday that the meal period is not provided”); *Brinker, supra*, 53 Cal.4th 1004.

6 85. As explained above, PLAINTIFF and other Aggrieved Employees were unable to
7 take timely, off duty, thirty-minute, uninterrupted meal periods, often being forced to work during
8 their meal periods due to the nature and constraints of their job duties, and/or commentary from
9 supervisors pressuring them to take non-compliant meal periods or skip meal periods completely.

10 86. Also, DEFENDANTS implemented policies and practices that failed to relieve
11 Aggrieved Employees of all duties and DEFENDANTS’ control during meal periods, in violation
12 of California meal period law.

13 87. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS had
14 actual and/or constructive knowledge that their unlawful policies and practices resulted in the denial
15 of compliant meal periods in violation of California's meal period laws.

16 88. DEFENDANTS also failed to pay all owed premiums at Aggrieved Employees’
17 respective regular rates of pay for missed/otherwise unlawful meal periods in violation of California
18 law.

19 89. These unlawful meal period policies and practices result in violations of Labor Code
20 sections 226.7, 512, and 1198-1199, and all applicable wage orders, § 11. These violations subject
21 DEFENDANTS to civil penalties under Labor Code §§ 558, 558.1 and 2699, and all applicable
22 Wage Orders, § 20. These practices result in further violations such as violations of Labor Code §
23 1174 as discussed above, 1198-1199, 226.6 and other violations discussed below.

24 **Rest Period Violations**

25 90. Labor Code section 226.7 and all applicable IWC Wage Orders require an employer
26 to authorize or permit an employee to take a rest period of ten (10) net minutes for every four hours
27 worked or major fraction thereof. Such rest periods must be in the middle of the four-hour period
28 “insofar as practicable.” In *Brinker v Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012),

1 the California Supreme Court held that employees are entitled to a 10-minute paid rest period for
2 shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shifts more than 6 hours up to
3 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at
4 1029). The rest period requirement obligates employers to permit and authorize employees to take
5 off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control
6 over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th
7 257. If the employer fails to provide any required rest period, the employer must pay the employee
8 one hour of pay at the employee’s regular rate of compensation for each workday the employer did
9 not provide at least one legally required rest period, pursuant to Labor Code section 226.7, and
10 applicable IWC Wage Order, §12(B).

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

21 92. PLAINTIFF and the Aggrieved Employees were not allowed to take legally
22 compliant, timely 10-minute rest periods for every four (4) hours worked or major fraction thereof.
23 As explained above, rest periods were interrupted, cut short, on duty, and/or otherwise subject to
24 DEFENDANTS’ control due to the nature and constraints of Aggrieved Employees’ job duties,
25 understaffing, and/or commentary from supervisors pressuring PLAINTIFF and Aggrieved
26 Employees to skip rest periods completely or otherwise take non-compliant rest periods.

27 93. DEFENDANTS implemented policies and/or practices that failed to relieve
28 PLAINTIFF and other Aggrieved Employees of all duties and employer control during rest periods.

1 Aggrieved Employees were pressured to complete their work duties according to a designated
2 schedule such that rest periods were only taken once tasks were completed, and/or as time permitted.

3 94. As a result, PLAINTIFF and Aggrieved Employees did not receive legally compliant
4 first meal periods as required by California law.

5 95. Moreover, DEFENDANTS failed to pay a rest period premium to PLAINTIFF and
6 other Aggrieved Employees at their respective regular rates of pay for each workday in which there
7 was a missed or otherwise unlawful rest period.

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

11 **Minimum and Overtime Wage Violations**

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

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

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

1 100. DEFENDANTS had and continue to have a policy of failing to pay PLAINTIFF and
2 Aggrieved Employees for all hours worked.

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

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

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

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

20 **Tip Theft: Violations of Labor Codes Sections 351 and 353**

21 105. Labor Code Section 351 prohibits employers and their agents from sharing in or
22 keeping any portion of a gratuity left for or given to one or more employees by a patron.
23 Furthermore, it is illegal for employers to make wage deductions from gratuities, or from using
24 gratuities as direct or indirect credits against an employee's wages. Labor Code Section 353
25 mandates employers to keep accurate records of all gratuities received.

26 106. DEFENDANTS failed to ensure that Aggrieved Employees fully received the
27 gratuities left for them by patrons, in that DEFENDANTS and their agents would collect and/or take
28 a portion of the gratuities for themselves, in violation of Labor Code Section 351.

1 107. For example, DEFENDANTS had a policy and practice of taking gratuities/portions
2 of gratuities left by patrons for Aggrieved Employees. By way of example, DEFENDANTS had a
3 policy and practice of covering cash shortages with PLAINTIFF's and other Aggrieved Employees
4 earned tips, in violation of California law, including without limitation, Labor Code Section 351.

5 108. Based on information and belief, DEFENDANTS also failed/fails to keep accurate
6 records of all tips received, in violation of Labor Code Section 353. Based on further information
7 and belief, DEFENDANTS failed to pay gratuities paid by customers using credit cards to
8 Aggrieved Employees by the next regular payday following the credit card payment, in violation of
9 Labor Code section 351.

10 109. Also, based on information and belief, at times, DEFENDANTS charged an
11 additional service charge to their customers/patrons. Customers were led to believe that the service
12 charge would be paid to DEFENDANTS' Aggrieved Employees. Instead, DEFENDANTS kept a
13 majority (if not the entirety) of the service charge, thereby depriving Aggrieved Employees of the
14 service charge/gratuity that was left by the patron/customer for the Aggrieved Employees. *See*
15 *O'Grady v Merchant Exchanges Production, Inc.*, 41 Cal.App.5th 771, 790 (a mandatory service
16 charge can constitute a gratuity that is intended to the employees providing the service).

17 110. As such, DEFENDANTS are in violation of Labor Codes sections 351 and 353 as to
18 PLAINTIFF and other Aggrieved Employees.

19 **Unlawful Deductions**

20 111. Labor Code section 221 prohibits an employer from "collect[ing] or receiv[ing] from
21 an employee any part of wages theretofore paid by said employer to said employee."
22 DEFENDANTS made unlawful deductions from Aggrieved Employees' paychecks during the
23 relevant period including but not limited to, unlawfully deducting wages to cover operational
24 business expenses and/or to remedy cash shortages.

25 112. For example, DEFENDANTS made unlawful deductions from Aggrieved
26 Employees' earned wages for cash shortages. For example, when the cash drawer was short at the
27 end of PLAINTIFF's shifts, DEFENDANTS required that PLAINTIFF use PLAINTIFF's earned
28 tips to cover the difference.

113. Such a practice is in violation of including but not limited to, Labor Code Sections 221-222 which subjects DEFENDANTS to civil penalties under Labor Code Section 2699.

114. Each violation results in a separate civil penalty, for each Aggrieved Employee, for each pay period during which the statute provisions were violated. See Lab. Code §225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”).

Business Expense Violations

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

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

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

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

119. DEFENDANTS’ failure to provide PLAINTIFF and the Aggrieved Employees with

21
PLAINTIFF’S REPRESENTATIVE COMPLAINT FOR VIOLATION OF THE PRIVATE ATTORNEYS
GENERAL ACT

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

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

7 121. DEFENDANTS' failure to provide PLAINTIFF and the Aggrieved Employees with
8 full reimbursement for all reasonable expenses associated with carrying out their duties required
9 that PLAINTIFF and the Aggrieved Employees subsidize and/or carry the burden of business
10 expenses in violation of Labor Code section 2802.

11 122. As a result of DEFENDANTS' unlawful conduct, PLAINTIFF and the Aggrieved
12 Employees have suffered injury in that they were not completely reimbursed as mandated by
13 California law.

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

18 **Wage Statement Violations**

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

28 125. As DEFENDANTS failed to provide PLAINTIFF and other Aggrieved Employees
22
PLAINTIFF'S REPRESENTATIVE COMPLAINT FOR VIOLATION OF THE PRIVATE ATTORNEYS
GENERAL ACT

1 with meal and rest periods that complied with Labor Code section 226.7, the wage statements
2 DEFENDANTS issued to PLAINTIFF and other Aggrieved Employees failed and continue to fail
3 to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b)
4 the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net
5 wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in
6 effect during the pay period and the corresponding number of hours worked at each hourly rate by
7 the employee, in violation of Labor Code section 226(a)(9).

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

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

22 128. Also, wage statements issued by DEFENDANTS failed to list all applicable hourly
23 rates in effect during the pay period and the corresponding number of hours worked at each hourly
24 rate by the employee, in violation of, including but not limited to, Labor Code section 226(a)(9).

25 129. DEFENDANTS' failure to accurately list all hours worked on all wage statements
26 caused confusion to PLAINTIFF and caused and continues to cause confusion to other Aggrieved
27 Employees over whether they received all wages owed to them.

28 130. As a result, PLAINTIFF and other Aggrieved Employees have suffered injury as

1 they could not easily determine whether they received all wages owed to them and whether they
2 were paid for all hours worked.

3 131. DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and
4 Aggrieved Employees with accurate, itemized wage statements.

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

14 133. These violations subject DEFENDANTS to civil penalties under Labor Code § 226.
15 Each violation results in a *separate* civil penalty, for each Aggrieved Employee, for each pay period
16 during which the statute provisions were violated. ²

17 134. Under the provisions of PAGA and the above mentioned Labor Code sections,
18 including but not limited to Labor Code sections 221-222, 226, 226.7, 256, 351, 353, 510, 512, 558,
19 558.1, 1194, 1197, 1197.1, 2699, 2699.3, 2802, and all applicable Wage Orders as well as all
20 interpretations of these laws by California Courts and administrative bodies, as well as any other
21 law that is enforceable through PAGA, DEFENDANTS are liable for the following penalties:

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

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

28 ² Labor Code § 226.3 (establishing that the civil penalty is ~~24~~ "per employee per violation").

135. Pursuant to Labor Code section 2699(g), and/or any and all other applicable laws, PLAINTIFF is entitled to recover civil penalties, costs, and attorney's fees.

PRAYER FOR RELIEF

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

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

Dated: June 16, 2025

CROSNER LEGAL, PC

By: 
 Jamie K. Serb, Esq.
 Brandon Brouillette, Esq.
 Zachary M. Crosner, Esq.
 Attorneys for Plaintiff
 AMBER COLLIN