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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SANTA CLARA

MARIO CANIZALEZ, an individual, and in a
representative capacity on behalf of the State of
California and other Aggrieved Employees,

Plaintiff,

vs.

ORCHARD CITY KITCHEN, LLC, a California
Limited Liability Company, JEFFREY LEIGH
STOUT, an individual, and DOES 1-15

Defendants.

Case No. 25CV467899
COMPLAINT FOR DAMAGES

DEMAND FOR JURY TRIAL

PLAINTIFF MARIO CANIZALEZ (“PLAINTIFF”), an individual, on behalf of himself
and in a representative capacity on behalf of the State of California and other AGGRIEVED
EMPLOYEES, defined below, against DEFENDANT ORCHARD CITY KITCHEN, LLC, a
California Limited Liability Company, DEFENDANT JEFFREY LEIGH STOUT, an individual
and DEFENDANT DOES 1-15 (“Defendant DOES”) (collectively “DEFENDANTS”), alleges on
information and belief, except for his own acts and knowledge which are based on personal
knowledge, the following:

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I. INTRODUCTION

1. PLAINTIFF brings this action individually and as a representative action on behalf of the State of California and pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”) on behalf of himself and other current and former AGGRIEVED EMPLOYEES of DEFENDANTS for engaging in a pattern and practice of wage and hour violations under the California Labor Code.

2. PLAINTIFF seeks recovery of all individual damages in addition to all civil penalties permitted pursuant to California Labor Code § 2699, *et seq.*

3. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS decreased their employment-related costs by systematically violating California wage and hour laws including, *inter alia*:

- a. Failure to provide rest periods;
- b. Failure to pay wages when due during employment;
- c. Failure to reimburse for required business expenses;
- d. Failure to provide accurate itemized wage statements;
- e. Failure to maintain true and accurate records; and
- f. Failure to timely pay wages upon termination of employment.

4. PLAINTIFF reserves the right to name additional representatives throughout the State of California.

II. PARTIES

5. PLAINTIFF MARIO CANIZALEZ (“PLAINTIFF”), an individual, has resided, and at all times mentioned in this Complaint, continues to reside in SANTA CLARA County.

6. DEFENDANT ORCHARD CITY KITCHEN, LLC, a California Limited Liability Company, registered with the California Secretary of State as entity No. 201330410286, that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

7. DEFENDANT JEFFREY LEIGH STOUT, is, on information and belief, a California resident and does business in California. Defendant STOUT is the Managing Member of Defendant

1 Orchard City Kitchen, LLC. On information and belief, at all relevant times, Defendant STOUT has
2 been an owner, director, officer, or managing agent of Defendant Orchard City Kitchen, LLC.

3 8. Defendant DOES 1-15 (“Defendant DOES”) are persons and/or entities that at all
4 relevant times mentioned herein conducted and continue to conduct substantial and regular business
5 throughout California.

6 9. Each of the fictitiously named DEFENDANTS participated in the acts alleged in this
7 Complaint. The true names and capacities, whether individual, corporate, subsidiary, partnership,
8 associate, or otherwise of DEFENDANT DOES 1 through 15, inclusive, are presently unknown to
9 PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names pursuant to Cal.
10 Civ. Proc. Code. § 474. PLAINTIFF will seek leave to amend this Complaint to allege the true
11 names and capacities of DOES 1 through 15, inclusive, when they are ascertained. PLAINTIFF is
12 informed and believes, and based upon that information and belief alleges, that the DEFENDANTS
13 named in this Complaint, including DOES 1 through 15, inclusive (hereinafter collectively
14 “DEFENDANTS”), are responsible in some manner for one or more of the events and happenings
15 that proximately caused the injuries and damages hereinafter alleged.

16 10. DEFENDANTS own, operate, and/or manage a restaurant performing work in and
17 around Campbell, Santa Clara.

18 11. DEFENDANTS employed PLAINTIFF between approximately March 2024 and
19 February 2025 as a server paid on an hourly basis and entitled to tips. At all times, DEFENDANTS
20 paid PLAINTIFF as an hourly, non-exempt employee.

21 **III. PRIVATE ATTORNEYS GENERAL ACT AND DEFENDANTS’ LIABILITY**

22 12. PLAINTIFF brings the representative action on behalf of the State of California and
23 on behalf of all hourly non-exempt individuals who are or previously were employed by
24 DEFENDANTS, in California who suffered one or more Labor Code violations enumerated in
25 Labor Code §§ 2698 *et seq.* (hereinafter “AGGRIEVED EMPLOYEES”) between April 7, 2024,
26 and the present (“PAGA PERIOD”).

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1 13. PLAINTIFF is an “AGGRIEVED EMPLOYEE” within the meaning of Labor Code
2 § 2699(c) because he was employed by DEFENDANTS and suffered each of alleged Labor Code
3 violations committed by DEFENDANT.

4 14. PLAINTIFF and all other AGGRIEVED EMPLOYEES are, and at all relevant times
5 were, employees of DEFENDANTS, within the meanings set forth in the California Labor Code
6 and the applicable Industrial Welfare Commission Wage Order.

7 15. The Private Attorney General Act (“PAGA”) permits an aggrieved employee to
8 enforce any provision of the California Labor Code that provides for a civil penalty. (*Lab. Code* §
9 2699(a).)

10 16. Section 558 of the California Labor Code provides that “any employer *or other*
11 *person* acting on behalf of an employer who violates, or causes to be violated, a section of this
12 chapter or any provision regulating hours and days of work in any order of the Industrial Welfare
13 Commissions shall be subject to a civil penalty...” (*Lab. Code* § 558(a).)

14 17. Section 1197.1 of the Labor Code provides that “[a]ny employer *or other person*
15 acting either individually or as an officer, agent, or employee of another person, who pays or causes
16 to be paid to any employee a wage less than the minimum fixed by an applicable state or local law,
17 or by an order of the commission shall be subject to a civil penalty...” (*Lab. Code* § 1197.1(a).)

18 18. Interpreting Sections 558 and 1197.1 of the Labor Code, California courts have held
19 that a corporate employer’s owners, officers and directors, are subject to civil penalties for the
20 employer’s failure to pay appropriate wages to its employees, and, since liability under either 558
21 or 1197.1 does not depend on a finding of an alter ego, no alter ego allegations or findings are
22 necessary. *Atempa v. Pedrazzani*, (2018) 27 Cal.App.5th 809; see generally *Ochoa-Hernandez v.*
23 *Cjaders Food, Inc.* (2009 WL 1404694); *Thurman v. Bayshore Management, Inc.* (2017) 203
24 Cal.App.4th 1112, 1145-1146.

25 19. Section 558.1 of the California Labor Code provides that “any employer *or other*
26 *person acting* on behalf of an employer, who violates, *or causes to be violated*, any provision
27 regulating minimum wages or hours and days of work in any order of the Industrial Welfare
28 Commission, or violates, or causes to be violated, Sections 203, 226, 226.7, 1193.6, 1194, or 2802,

1 may be held liable as the employer for such violation.” (*Lab. Code* § 558.1(a).) Section 558.1(b)
2 identifies the “other person acting on behalf of an employer” includes “owner, director, officer, or
3 managing agent” of the employer. (*Lab. Code* § 558.1(b).)

4 20. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS and
5 each of them, are subject to civil penalties for their failure to pay PLAINTIFF and other
6 AGGRIEVED EMPLOYEES the appropriate wages as complained of herein and proximately
7 caused the complaints, injuries, and damages alleged herein.

8 21. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANTS and
9 each of them, are subject to liability for their failure to pay PLAINTIFF and other AGGRIEVED
10 EMPLOYEES the appropriate wages as complained of herein and proximately caused the
11 complaints, injuries, and damages alleged herein.

12 22. DEFENDANTS have been personally involved in the purported violations and/or
13 had sufficient participation in the employer, such that DEFENDANTS may be deemed to have
14 contributed to, and “caused” the labor code violations alleged.

15 23. At all relevant times, each DEFENDANT, whether named or fictitious, was the
16 agent, employee or other person acting on behalf of each other DEFENDANT, and, in participating
17 in the acts alleged in this Complaint, acted within the scope of such agency or employment and
18 ratified the acts of the other.

19 24. Each DEFENDANT, whether named or fictitious, exercised control over
20 PLAINTIFF’s and other AGGRIEVED EMPLOYEES’ wages, working hours, and/or working
21 conditions.

22 25. Each DEFENDANT, whether named or fictitious, acted in all respects pertinent to
23 this action as the agent of the other DEFENDANT, carried out a joint scheme, business plan or
24 policy, and the acts of each DEFENDANT are legally attributable to the other DEFENDANTS.

25 **IV. JURISDICTION AND VENUE**

26 26. This Court has jurisdiction over this Action pursuant to the California Code of Civil
27 Procedure, Section 410.10.

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27. Venue is proper in this Court pursuant to California Code of Civil Procedure, Sections 395 and 395.5, because PLAINTIFF worked in this County for DEFENDANTS and DEFENDANTS (i) currently maintain and at all relevant times-maintained offices and facilities in this County, and (ii) committed the wrongful conduct herein alleged in this County against PLAINTIFF.

V. FACTUAL ALLEGATIONS

A. Rest Period Violations

28. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of DEFENDANTS' policies and practices.

29. Further, for the same reasons PLAINTIFF and other AGGRIEVED EMPLOYEES were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, DEFENDANTS denied these employees a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours.

30. Specifically, DEFENDANTS failed to provide proper rest periods to PLAINTIFF and other AGGRIEVED EMPLOYEES, as it was a universally known that employees did not take their rest breaks. DEFENDANTS' managers regularly prohibited PLAINTIFF from taking his rest period because there were "open tables." DEFENDANTS only permitted PLAINTIFF and other AGGRIEVED EMPLOYEES to take their rest period when all their tables were closed.

31. PLAINTIFF and other AGGRIEVED EMPLOYEES were also not provided with one-hour wages *in lieu* thereof, and as a result, PLAINTIFF and other AGGRIEVED EMPLOYEES were denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers.

32. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were required to provide rest periods to PLAINTIFF and other AGGRIEVED EMPLOYEES per every four (4) hours worked or major fraction thereof or provide the employee one (1) hour of pay at the employee's regular rate of compensation for each workday the rest period is not provided. During the entirety of PLAINTIFF'S employment and the PAGA Period, DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to work through rest periods without paying

1 them in accordance with Industrial Wage Orders. As a result, PLAINTIFF and other AGGRIEVED
2 EMPLOYEES forfeited their regular wages by working without compensation at the applicable
3 wage and rates. DEFENDANTS had, and may continue to practice, a uniform policy to not pay
4 PLAINTIFF and other AGGRIEVED EMPLOYEES all rest premiums owed.

5 B. Failure to Reimburse

6 33. DEFENDANTS failed to indemnify PLAINTIFF and other AGGRIEVED
7 EMPLOYEES for use of their personal cell phone as a direct consequence of discharging work
8 duties.

9 34. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
10 download an app to use for scheduling their shifts and reading announcements. DEFENDANTS
11 additionally required PLAINTIFF and the other AGGRIEVED EMPLOYEES to use an app named
12 Pumble where DEFENDANTS posted new dishes. DEFENDANTS required PLAINTIFF and other
13 AGGRIEVED EMPLOYEES to know ingredients for the new dishes. DEFENDANTS managers
14 tested PLAINTIFF'S and other AGGRIEVED EMPLOYEES' knowledge of menu or dish items
15 during lineups.

16 35. DEFENDANTS failed to provide employees with a designated work phone and
17 failed to provide employees reimbursement for the cost of their phone.

18 36. DEFENDANTS shifted the costs associated with running a business onto
19 PLAINTIFF and other AGGRIEVED EMPLOYEES.

20 C. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations

21 37. During PLAINTIFF'S employment and the PAGA Period, DEFENDANTS failed to
22 accurately pay PLAINTIFF and other AGGRIEVED EMPLOYEES for all hours worked.

23 38. DEFENDANTS required PLAINTIFF and other AGGRIEVED EMPLOYEES to
24 intensely memorize DEFENDANTS' menu including each ingredient included in the dish, the way
25 in which the dish is prepared, and reprimanded employees when they did not pass DEFENDANTS'
26 tests. DEFENDANTS performed pop quizzes during line up meetings at the beginning of shifts.
27 DEFENDANTS' managers directed PLAINTIFF and other AGGRIEVED EMPLOYEES to study,
28 even suggestion employees should meet up and make study groups, during their off time.

1 DEFENDANTS directed PLAINTIFF and other AGGRIEVED EMPLOYEES to perform work on
2 their designated days and times off without compensation.

3 39. DEFENDANTS directed and directly benefited from the uncompensated off-the-
4 clock work performed by PLAINTIFF and other AGGRIEVED EMPLOYEES.

5 40. DEFENDANTS controlled the work schedules, duties, protocols, applications,
6 assignments, and employment conditions of PLAINTIFF and other AGGRIEVED EMPLOYEES.

7 41. DEFENDANTS were able to track the amount of time PLAINTIFF and other
8 AGGRIEVED EMPLOYEES spent working however, DEFENDANTS failed to document, track,
9 and pay PLAINTIFF and other AGGRIEVED EMPLOYEES all wages earned and owed for all the
10 work they performed, including during off-the-clock work. From time-to-time this may have
11 included overtime wages.

12 42. PLAINTIFF and other AGGRIEVED EMPLOYEES were non-exempt employees,
13 subject to the requirements of the California Labor Code.

14 43. DEFENDANTS' policies and practices deprived PLAINTIFF and other
15 AGGRIEVED EMPLOYEES of all regular wages and from time to time, overtime wages owed for
16 the off-the-clock work activities.

17 44. DEFENDANTS knew or should have known that PLAINTIFF and other
18 AGGRIEVED EMPLOYEES' off-the-clock work was compensable under the law.

19 45. As a result, PLAINTIFF and other AGGRIEVED EMPLOYEES forfeited wages due
20 them for all hours worked at DEFENDANTS' direction, control and benefit for the time spent while
21 off-the-clock. DEFENDANTS have a uniform policy and practice to not pay PLAINTIFF and other
22 AGGRIEVED EMPLOYEES wages for all hours worked in accordance with applicable law.

23 46. Moreover, as a result, DEFENDANTS provided PLAINTIFF and other
24 AGGRIEVED EMPLOYEES with a paystub that failed to comply with Cal. Lab. Code § 226 and
25 did not maintain accurate payroll and timekeeping records.

26 D. Failure to Pay All Wages when Due and Upon Termination

27 47. Pursuant to California Labor Code section 204, PLAINTIFF and other
28 AGGRIEVED EMPLOYEES are entitled to timely payment of wages during their employment.

1 48. During PLAINTIFF’S employment and the PAGA Period, DEFENDANTS failed to
2 pay PLAINTIFF and other AGGRIEVED EMPLOYEES all minimum and overtime wages, and
3 meal and rest premiums within the permissible time period and on days designated in advance by
4 the employer as regular payday.

5 49. As a result, DEFENDANTS failed to pay PLAINTIFF and other AGGRIEVED
6 EMPLOYEES all earned wages in violation of Labor Code § 204.

7 50. To the extent wages are deemed to be owed to PLAINTIFF and other AGGRIEVED
8 EMPLOYEES, whose employment has terminated, DEFENDANTS conduct violations Labor Code
9 sections 201, and therefore PLAINTIFF and other AGGRIEVED EMPLOYEES are entitled to
10 waiting time penalties under Labor Code section 203, which penalties are sought herein.
11 DEFENDANTS’ conduct as alleged herein was willful, intentional, and not in good faith. Further,
12 PLAINTIFF is entitled to seek and recover statutory costs.

13 E. Inaccurate Itemized Wage Statements

14 51. California Labor Code Section 226 requires an employer to furnish its employees an
15 accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked, (3)
16 the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages
17 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
18 employee and only the last four digits of the employee’s social security number or an employee
19 identification number other than a social security number, (8) the name and address of the legal
20 entity that is the employer and, (9) all applicable hourly rates in effect during the pay period and the
21 corresponding number of hours worked at each hourly rate by the employee.

22 52. During PLAINTIFF’s employment and the PAGA Period, when PLAINTIFF and
23 other AGGRIEVED EMPLOYEES were not paid all rest period premiums or all minimum and
24 overtime wages, DEFENDANTS failed to provide PLAINTIFF and other AGGRIEVED
25 EMPLOYEES with complete and accurate wage statements. DEFENDANTS’ paystubs failed to
26 show penalty payments for missed rest periods.

27 53. DEFENDANTS routinely failed to keep, maintain, and store accurate payroll records
28 and provide wage statements that comply with Cal. Lab. Code § 226.

1 54. As a result, DEFENDANTS issued PLAINTIFF and other AGGRIEVED
2 EMPLOYEES with wage statements that violate Cal. Lab. Code § 226. Further, DEFENDANTS'
3 violations are knowing and intentional and were not isolated or due to an unintentional payroll error
4 due to clerical or inadvertent mistake.

5 **VI. CAUSES OF ACTION**

6 **FIRST CAUSE OF ACTION**

7 For Failure to Provide Rest Periods
8 (Cal. Lab. Code §§ 226.7 & 512)
9 (Plaintiff Against All DEFENDANTS)

10 55. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
every allegation set forth above.

11 56. Labor Code Sections 226.7 and 512 and the Industrial Wage Orders require
12 DEFENDANTS to provide employees with all rest periods specified in the applicable Wage Order.
13 These laws and regulations further entitle employees to be paid one additional hour of pay at his
14 regular rate of compensation for each day of denied rest period.

15 57. As a result of the work schedules and staffing practices by DEFENDANTS,
16 PLAINTIFF was denied his proper rest periods by DEFENDANTS and DEFENDANTS' managers

17 58. PLAINTIFF was required to work in excess of four (4) hours without being provided
18 ten (10) minute rest periods. Further and for the same reasons PLAINTIFF was denied his first rest
19 periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours,
20 PLAINTIFF was denied a first and second rest period of at least ten (10) minutes for shifts worked
21 of between six (6) and eight (8) hours. PLAINTIFF was also not provided with one-hour wages in
22 lieu thereof.

23 59. DEFENDANTS violated California Labor Code §§ 226.7 and the applicable IWC
24 Wage Order by failing to compensate PLAINTIFF who was not provided a rest period, in
25 accordance with the applicable Wage Order, one additional hour of compensation at each
26 employee's regular rate of pay for each workday that rest period was not provided.

27 60. As a proximate result of the aforementioned violations, PLAINTIFF has been
28 damaged in an amount according to proof at trial, and seek all wages earned and due, interest,

1 penalties, expenses and costs of suit.

2 **SECOND CAUSE OF ACTION**

3 For Failure to Pay Minimum Wages

4 (Cal. Lab. Code § 1194, 1194.2, 1197& 1197.1, 218.5, 218.6)

(Plaintiff Against All DEFENDANTS)

5 61. PLAINTIFF incorporates by reference and realleges as if fully stated herein each and
6 every allegation set forth above.

7 62. PLAINTIFF brings a claim for DEFENDANTS' willful and intentional violations of
8 California Labor Code and the Industrial Welfare Commission requirements for DEFENDANTS'
9 failure to accurately calculate and pay minimum wages to PLAINTIFF.

10 63. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,
11 including minimum wage compensation and interest thereon, together with the costs of suit. Cal.
12 Lab. § 1194.2 further establishes an employee's right to liquidated damages in an amount equal to
13 the unpaid minimum wages according to proof at trial.

14 64. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF without
15 regard to the correct amount of time worked. As set forth herein, DEFENDANTS' uniform policy
16 and practice was to unlawfully and intentionally deny payment of wages due to PLAINTIFF for all
17 hours worked and therefore did not receive minimum wage for all hours worked as required by Cal.
18 Lab. Code § 1197.

19 65. In committing these violations of the California Labor Code, DEFENDANTS failed
20 to calculate the amount of time worked and consequently underpaid the actual time worked by
21 PLAINTIFF. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
22 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
23 requirements and other applicable laws and regulations.

24 66. PLAINTIFF was paid less for time worked than PLAINTIFF was entitled to,
25 constituting a failure to pay all earned wages.

26 67. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
27 PLAINTIFF has suffered and will continue to suffer an economic injury including the use and
28 enjoyment of wages and lost interest on such wages all to his damage in amounts in amounts which

1 are presently unknown, and which will be ascertained according to proof at trial.

2 68. DEFENDANTS knew or should have known that PLAINTIFF was under-
3 compensated for PLAINTIFF'S time worked. DEFENDANTS systematically elected, either
4 through intentional malfeasance or gross nonfeasance, to not pay employees for their labor as a
5 matter of uniform corporate policy, practice and procedure, and DEFENDANTS perpetrated this
6 systematic scheme by refusing to pay PLAINTIFF the correct wages for all time worked.

7 69. In performing the acts and practices herein alleged in violation of California labor
8 laws, and refusing to compensate PLAINTIFF for all time worked and provide the requisite
9 compensation, DEFENDANTS acted and continue to act intentionally, oppressively, and
10 maliciously toward PLAINTIFF with a conscious disregard for PLAINTIFF'S legal rights, or the
11 consequences to PLAINTIFF, and with the intent of depriving PLAINTIFF of PLAINTIFF'S
12 property and legal rights, and otherwise causing injury in order to increase company profits at the
13 expense of this employee.

14 70. PLAINTIFF, therefore, request recovery of all unpaid wages, according to proof,
15 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,
16 in a sum as provided by the California Labor Code and/or other applicable statutes.

17 **THIRD CAUSE OF ACTION**

18 For Failure to Pay Overtime Wages
19 (Cal. Lab. Code §§ 558, 510, 1194, 1198)
(Plaintiff Against All DEFENDANTS)

20 71. PLAINTIFF incorporate by reference and reallege as if fully stated herein each and
21 every allegation set forth above.

22 72. Labor Code section 558 provides for a civil penalty to be assessed against any
23 employer or other person acting on behalf of an employer who fails to compensate employees at the
24 statutory overtime rate for any work in excess of eight hours in one day or any work in excess of 40
25 hours in any workweek or who fails to compensate employees at the statutory double time rates for
26 any work in excess of twelve hours in one day or any work in excess of 8 hours on the seventh day
27 of a workweek.

28 73. Cal. Lab. Code § 1194 establishes an employee's right to recover unpaid wages,

1 including overtime compensation and interest thereon, together with the costs of suit. Cal. Lab. Code
2 § 1198 further states that the employment of an employee for longer hours than those fixed by the
3 Industrial Welfare Commission is unlawful.

4 74. Pursuant to Labor Code section 558, PLAINTIFF is entitled to recover a penalty of
5 \$50.00 for the initial failure to compensate employees at the statutory overtime rate for any work in
6 excess of eight hours in one day or any work in excess of 40 hours in any workweek and/or failure
7 to compensate employees at the statutory double time rates for any work in excess of twelve hours
8 in one day in addition to any underpaid wages; and \$100.00 for each subsequent failure to
9 compensate employees at the statutory overtime rate for any work in excess of eight hours in one
10 day or any work in excess of 40 hours in any workweek in addition to any underpaid wages.

11 75. DEFENDANTS routinely and systematically failed to properly record accurate time
12 records for each employee showing as a result of DEFENDANTS' practice directing employees to
13 perform off-the-clock work, which may have included overtime. By failing to properly record hours,
14 DEFENDANTS routinely and systematically failed to compensate employees at the statutory
15 overtime rate for any work in excess of eight (8) hours in one day or any work in excess of forty
16 (40) hours in any workweek as required by Labor Code section 510 and Section 3 of the applicable
17 Wage Order.

18 76. During PLAINTIFF'S employment, DEFENDANTS required PLAINTIFF to
19 perform work, including overtime, for DEFENDANTS and was not paid for all the time worked.

20 77. As a proximate result of DEFENDANTS' failure to pay overtime wages as alleged
21 above, PLAINTIFF is entitled to recover from DEFENDANTS penalties pursuant to section 558 as
22 may be established according to proof at trial. As a direct result of DEFENDANTS' unlawful wage
23 practices as alleged herein, PLAINTIFF did not receive the correct overtime compensation for his
24 time worked for DEFENDANTS.

25 78. DEFENDANTS acted in an illegal attempt to avoid the payment of all earned wages,
26 and other benefits in violation of the California Labor Code, the Industrial Welfare Commission
27 requirements and other applicable laws and regulations.

28 79. Cal. Lab. Code § 515 sets out various categories of employees who are exempt from

1 the overtime requirements of the law. For portions of PLAINTIFF'S employment, these exemptions
2 did not apply to PLAINTIFF. Further, PLAINTIFF is not subject to a valid collective bargaining
3 agreement that would preclude the causes of action contained herein this Complaint.

4 80. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
5 compensation to PLAINTIFF for the true amount of overtime worked, PLAINTIFF has suffered
6 and will continue to suffer an economic injury in amounts which are presently unknown to him, and
7 which will be ascertained according to proof at trial.

8 81. DEFENDANTS knew or should have known that PLAINTIFF was under
9 compensated for his time worked. DEFENDANTS systematically elected, either through intentional
10 malfeasance or gross nonfeasance, to not pay him for labor as a matter of uniform company policy,
11 practice and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
12 PLAINTIFF the correct overtime wages for their overtime worked.

13 82. In performing the acts and practices herein alleged in violation of California labor
14 laws, and refusing to compensate PLAINTIFF for all time worked and provide him with the requisite
15 compensation, DEFENDANTS acted and continues to act intentionally, oppressively, and
16 maliciously toward PLAINTIFF with a conscious of and utter disregard for his legal rights, or the
17 consequences to him, and with the despicable intent of depriving him of his property and legal rights,
18 and otherwise causing him injury in order to increase company profits at the expense of these
19 employees.

20 83. Therefore, PLAINTIFF request recovery of overtime wages, according to proof,
21 interest, statutory costs, as well as the assessment of any statutory penalties against DEFENDANTS,
22 in a sum as provided by the California Labor Code and/or other applicable statutes.

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1 **FOURTH CAUSE OF ACTION**

2 Failure to pay all Wages

3 (Gov't Code § 204 & § 210)

4 (PLAINTIFF Against All DEFENDANTS)

5 84. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
6 every allegation set forth above.

7 85. Labor Code Section 204 provides in part provides in part that "all wages, ..., earned
8 by any person in any employment are due and payable twice during each calendar month, on days
9 designated in advance by the employer as the regular paydays."

10 86. PLAINTIFF is informed and believes, and thereon alleges that DEFENDANTS did
11 not pay PLAINTIFF all earned wages, including rest premiums, on regularly established paydays.

12 87. In violation of Labor Code section 204, DEFENDANTS knowingly and willfully
13 refused to perform their obligations to compensate their employees for all wages earned.

14 88. Pursuant to Labor Code section 210, PLAINTIFF is entitled to recover a penalty of
15 \$100.00 for the initial failure to timely pay each employee all of the wages earned, and \$200.00 for
16 each subsequent failure to pay each employee all of the wages earned; in addition, pursuant to
17 section 210, for each subsequent failure to pay in compliance with Labor Code section 204,
18 PLAINTIFF is entitled to recover an additional amount equal to 25% of the unlawfully withheld
19 wages.

20 89. As a direct and proximate result of DEFENDANTS' conduct in violation of Labor
21 Code section 204 as alleged above, DEFENDANTS' employees have suffered, and continue to
22 suffer, losses related to the use and enjoyment of wages and lost interest on such wages all to their
23 damage in amounts according to proof at trial.

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1 **FIFTH CAUSE OF ACTION**

2 Failure to pay all Wages upon Termination

3 (Gov't Code § 201 & § 203)

4 (PLAINTIFF Against All DEFENDANTS)

5 90. PLAINTIFF incorporates by reference and reallege as if fully stated herein each and
6 every allegation set forth above.

7 91. If an employer willfully fails to pay, without abatement or reduction, in accordance
8 with Sections 201, . . . any wages of an employee who is discharged or who quits, the wages of the
9 employee shall continue as a penalty from the due date thereof at the same rate until paid or until an
10 action therefor is commenced; but the wages shall not continue for more than 30 days. (Cal. Lab.
11 Code § 203).

12 92. To date, DEFENDANTS have yet to pay PLAINTIFF all of the wages and all
13 premiums due for missed rest breaks and DEFENDANTS have failed to pay any penalty wages
14 owed under California Labor Code section 203.

15 93. Additionally, the employment of PLAINTIFF was terminated, and DEFENDANTS
16 have not tendered payment of wages to this employee who was underpaid rest breaks, as required
17 by law.

18 94. DEFENDANTS knowingly and willfully violated the laws, regulations and orders
19 governing the wages of PLAINTIFF as described in the causes of action above.

20 95. Therefore, as provided by Cal Lab. Code § 203, on behalf of himself whose
21 employment has terminated, PLAINTIFF demands up to thirty (30) days of pay as penalty for not
22 paying all wages due at time of termination and demand an accounting and payment of all wages
23 due, plus interest and statutory costs as allowed by law.

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1 **EIGHTH CAUSE OF ACTION**

2 For Recovery of Civil Penalties Under the Labor Code Private Attorney General Act
(Cal. Lab. Code §§ 2698 et seq.)

3 (Plaintiff and Aggrieved Employees Against All DEFENDANTS)

4 109. PLAINTIFF and other AGGRIEVED EMPLOYEES incorporate by reference and
5 reallege as if fully stated herein each and every allegation set forth above.

6 110. As a result of the acts alleged herein, PLAINTIFF, as an AGGRIEVED EMPLOYEE
7 within the meaning of Labor Code section 2699, subdivision (c), on behalf of himself and all other
8 AGGRIEVED EMPLOYEES of DEFENDANTS, seeks the recovery of civil penalties against
9 DEFENDANTS pursuant to California Labor Code sections 2698 et seq., for the following knowing
10 and intentional violations of the California Labor Code:

- 11 a. For failing to compensate employees who were not provided a rest period in violation
12 of Labor Code Section 226.7 and 512;
- 13 b. For failing to pay all minimum wages, in violation of Labor Code sections 1194,
14 1194.2, 1197.1, 218.5, and 218.6;
- 15 c. For failing to provide employees who worked more than eight (8) hours per workday
16 and more than forty (40) hours per workweek additional compensation beyond their
17 regular wages in violation of Labor Code Section 510, 558, 1194, and 1198;
- 18 d. For failing to pay all earned wages, in violation of Labor Code sections 204 and 210;
- 19 e. For failing to pay wages upon termination, in violation of Labor Code sections 201,
20 and 203;
- 21 f. For failing to reimburse employees for business-related expenses in violation of
22 Labor Code section 2802;
- 23 g. For failing to maintain for and provide accurate, itemized wage statements required
24 by Labor Code Section 226, 226.3;
- 25 h. For failing to maintain accurate records in violation of Labor Code Section 1174.5.

26 111. The above-referenced civil penalties shall include the recovery of amounts specified
27 in the applicable sections of the Labor Code, and if not specifically provided, those under section
28 2699(f), and shall include those amounts sufficient to recover underpaid wages pursuant to C.C.R.

1 section 11040 and Labor Code sections §§ 201, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510,
2 512, 558, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2802, and 2699, subdivisions (a) and (f).

3 112. PLAINTIFF filed this complaint after the LWDA was afforded the opportunity to
4 consider PLAINTIFF's notice of DEFENDANTS' Labor Code violations and of PLAINTIFF's
5 intent to prosecute a private enforcement action for civil penalties under PAGA. After the LWDA
6 declined to investigate, PLAINTIFF brought this PAGA cause of action against DEFENDANTS,
7 pursuant to California Labor Code section 2699.3, subdivision (a)(2)(A).

8 **DEMAND FOR RELIEF**

9 WHEREFORE, PLAINTIFF prays for a judgment against each DEFENDANT, jointly and
10 severally, as follows:

11 1. On behalf of the PLAINTIFF:

12 A. Compensatory damages, according to proof at trial, including unpaid wages, due to
13 PLAINTIFF, during the applicable employment period plus interest thereon at the statutory rate;

14 B. Rest period compensation pursuant to Cal. Lab. Code §§ 226.7, 512 and the
15 applicable IWC Wage Order;

16 C. The wages of Plaintiff as a penalty from the due date thereof at the same rate until
17 paid or until an action therefore is commenced, in accordance with Cal. Lab. Code § 203;

18 D. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
19 which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
20 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
21 an award of costs for violation of Cal. Lab. Code § 226.

22 E. One hundred dollars (\$100) for the initial pay period in which Defendants
23 intentionally failed to pay minimum wages per employee per pay period and two hundred fifty
24 dollars (\$250) per employee per pay period for each violation in a subsequent pay period for
25 violation of Cal. Lab. Code § 1197 and 1197.1

26 F. The amount of the expenses PLAINTIFFS incurred in the course of his job duties,
27 plus interest, and costs of suit.

28 G. Punitive damages in an amount to punish DEFENDANTS to be proven at trial.

- 1 2. On Behalf of the State of California and with respect to all AGGRIEVED EMPLOYEES
2 A. Recovery of civil penalties as prescribed by the Labor Code Private Attorneys
3 General Act of 2004;
4 3. On all claims:
5 A. An award of interest, including prejudgment interest at the legal rate;
6 B. Such other and further relief as the Court deems just and equitable; and
7 C. An award of penalties, attorneys' fees and cost of suit, as allowable under the law.

8 DATED: June 12, 2025

Respectfully submitted,

9 **EMRAN LAW**

10
11 By: Harris Emran
12 Harris Emran
13 Attorney for PLAINTIFF and OTHER
14 AGGRIEVED EMPLOYEES
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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: June 12, 2025

EMRAN LAW

By: Harris Emran
Harris Emran
Attorney for PLAINTIFF and OTHER
AGGRIEVED EMPLOYEES