

MIRACLE MILE LAW GROUP
Steven I. Azizi (Cal. Bar No. 322719)
steven@miraclemilelaw.com
Sevada Hakopian (Cal. Bar No. 330602)
sevada@miraclemilelaw.com
750 N. San Vicente Blvd., Suite RW1000
West Hollywood, California 90069
Tel: (213) 433-3588; Fax: (888) 224-4132

Electronically FILED by
Superior Court of California,
County of Los Angeles
8/19/2025 4:01 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

Attorneys for Plaintiff RALPH PALIK,
on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

RALPH PALIK, an individual and on behalf of
all others similarly situated,

Plaintiff,

v.

NORTHWEST BAKERSFIELD WING
COMPANY, INC., a California Corporation;
EAST BAKERSFIELD WING COMPANY,
INC., a California Corporation;
BAKERSFIELD WING COMPANY, INC., a
California Corporation; SOUTHEAST
BAKERSFIELD WING COMPANY, INC., a
California Corporation; NORTHEAST
BAKERSFIELD WING COMPANY, INC., a
California Corporation; DOWNTOWN
BAKERSFIELD WING COMPANY, INC., a
California Corporation; HOT WINGS
HOLDINGS GROUP, INC., a California
Corporation; SOUTHWEST BAKERSFIELD
WING COMPANY, INC.; a California
Corporation; CLINTON LEWIS, an individual;
and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: **25STCV24429**
**CLASS ACTION COMPLAINT &
ENFORCEMENT ACTION UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ. FOR:**

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

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

COMES NOW, Plaintiff RALPH PALIK ("Plaintiff"), on behalf of himself and all others
similarly situated, and alleges as follows:

///

INTRODUCTION

1. This is a Class and Representative Action, pursuant to Code of Civil Procedure section 382, against HOT WINGS HOLDINGS GROUP, INC. (“HOT WINGS HOLDINGS”), NORTHWEST BAKERSFIELD WING COMPANY, INC., (“NWBWC”), EAST BAKERSFIELD WING COMPANY, INC. (“EBWC”), BAKERSFIELD WING COMPANY, INC., (“BWC”), SOUTHEAST BAKERSFIELD WING COMPANY, INC., (“SEBWC”), SOUTHWEST BAKERSFIELD WING COMPANY, INC., (“SWBWC”), NORTHEAST BAKERSFIELD WING COMPANY, INC., (“NEBWC”), and DOWNTOWN BAKERSFIELD WING COMPANY, INC., (“DBWC”) (collectively, the “WING COMPANY DEFENDANTS”), CLINTON LEWIS (“CLINTON”) and any of their respective subsidiaries or affiliated companies within the State of California (the WING COMPANY DEFENDANTS, CLINTON, and DOES 1 through 100, as further defined below, collectively, “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California employees employed by or formerly employed by Defendants (“Class Members” and/or “Aggrieved Employees”).

PARTIES

A. Plaintiff

2. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff is informed and believes, and based thereon alleges that Defendants employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to, serving as a line cook and preparing the ingredients necessary to initiate proper service to patrons at the restaurant, maintaining a clean kitchen throughout the workday, completing all closing requirements to ensure the restaurant was prepared for service for the following workday, providing customer service, and assisting with working the point of sale(s) machine to process patron’s orders. within the state of California. Plaintiff is informed and believes and based thereon alleges that Plaintiff worked for Defendants from approximately September 2023 to February 2025.

B. Defendants

3. Plaintiff is informed and believes and based thereon alleges that the WING COMPANY DEFENDANTS, and at all time relevant hereto, are/were corporations organized and

1 existing under and by virtue of the laws of the State of California and doing business in the County
2 of Los Angeles, California.

3 4. Plaintiff is informed and believes and based thereon alleges that defendant
4 CLINTON is, and at all times relevant hereto was, an individual residing in California, as well as
5 an Owner for the WING COMPANY DEFENDANTS, and DOES 1 through 100, as further defined
6 below. Plaintiff is further informed and believes and based thereon alleges that CLINTON violated,
7 or caused to be violated, the above-referenced and below-referenced Labor Code provisions in
8 violation of Labor Code section 558.1.

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

23 **JOINT LIABILITY ALLEGATIONS**

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

1 7. All of the acts and conduct described herein of each and every corporate defendant
2 was duly authorized, ordered, and directed by the respective and collective defendant corporate
3 employers, and the officers and management-level employees of said corporate employers. In
4 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
5 their said employees, agents, and representatives, and each of them; and upon completion of the
6 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
7 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
8 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
9 aforementioned corporate employees, agents and representatives.

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

13 9. Plaintiff is informed and believes, and based thereon alleges that despite the
14 formation of the purported corporate existence of the WING COMPANY DEFENDANTS, and
15 DOES 1 through 50, inclusive (the “Alter Ego Defendants”), they, and each of them, are one and
16 the same with CLINTON, and DOES 51 through 100 (“Individual Defendants”), and each of them,
17 due to, but not limited to, the following reasons:

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

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

26 c. Plaintiff is informed and believes and thereon alleges that the Individual
27 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear
28 as though separate and distinct for purposes of perpetrating fraud, circumventing a statute, or

1 accomplishing some other wrongful or inequitable purpose;

2 d. Plaintiff is informed and believes and thereon alleges that the business
3 affairs of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times
4 mentioned herein were, so mixed and intermingled that the same cannot reasonably be segregated,
5 and the same are inextricable confusion. The Alter Ego Defendants are, and at all relevant times
6 mentioned herein were, used by the Individual Defendants as mere shells and conduits for the
7 conduct of certain of their, and each of their affairs. The Alter Ego Defendants are, and at all relevant
8 times mentioned herein were, the alter egos of the Individual Defendants;

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

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

18 g. Under California law, Defendants are jointly and severally liable as
19 employers for the violations alleged herein because they have each exercised sufficient control over
20 the wages, hours, working conditions, and employment status of Plaintiff, Class Members, and/or
21 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff, Class Members,
22 and/or Aggrieved Employees, supervised and controlled their work schedule and/or conditions of
23 employment, determined their rate of pay, and maintained their employment records. Defendants
24 suffered or permitted Plaintiff, Class Members, and/or Aggrieved Employees to work and/or
25 “engaged” Plaintiff, Class Members, and/or Aggrieved Employees so as to create a common-law
26 employment relationship. As joint employers of Plaintiff, Class Members, and/or Aggrieved
27 Employees, Defendants are jointly and severally liable for the civil penalties and all other relief
28 available to Plaintiff, Class Members, and/or Aggrieved Employees under the law.

1 h. Plaintiff is informed and believes, and thereon alleges, that at all relevant
2 times, Defendants, and each of them acted as joint employers with respect to Plaintiff, Class
3 Members, and/or Aggrieved Employees because Defendants have:

- 4 1. jointly exercised meaningful control over the work performed by
5 Plaintiff, Class Members, and/or Aggrieved Employees;
- 6 2. jointly exercised meaningful control over Plaintiff's, Class Members',
7 and/or Aggrieved Employees' wages, hours, and working conditions,
8 including the quantity, quality standards, speed, scheduling, and
9 operative details of the tasks performed by Plaintiff, Class Members,
10 and/or Aggrieved Employees;
- 11 3. jointly required that Plaintiff, Class Members, and/or Aggrieved
12 Employees perform work which is an integral part of Defendants'
13 businesses; and
- 14 4. jointly exercised control over Plaintiff, Class Members, and/or
15 Aggrieved Employees as a matter of economic reality in that Plaintiff,
16 Class Members, and/or Aggrieved Employees were dependent on
17 Defendants, who shared the power to set the wages of Plaintiff, Class
18 Members, and/or Aggrieved Employees and determined their working
19 conditions, and who jointly reaped the benefits from the underpayment
20 of their wages and noncompliance with other statutory provisions
21 governing their employment.

22 i. Plaintiff is informed and believes, and thereon alleges, that at all relevant
23 times there has existed a unity of interest and ownership between Defendants such that any
24 individuality and separateness between the entities has ceased.

25 j. Adherence to the fiction of the separate existence of Defendants would
26 permit an abuse of the corporate privilege, and would promote injustice by protected Defendants
27 from liability for the wrongful acts committed by them under the name of the WING COMPANY
28 DEFENDANTS.

1 k. Plaintiff further alleges, upon information and belief, that the WING
2 COMPANY DEFENDANTS are alter egos of each other for the following
3 reasons:

- 4 1. On the California Secretary of State's website
5 (<https://bizfileonline.sos.ca.gov>), the WING COMPANY
6 DEFENDANTS share the same principle/mailling address: 18000
7 Studebaker Road, Suite 700, Cerritos, California 90703";
- 8 2. According to their most recent "Statement of Information" forms filed
9 with the California Secretary of State, the WING COMPANY
10 DEFENDANTS share the same Chief Executive Officer and Chief
11 Financial Officer, Clinton Lewis, and the same secretary, DeAnna
12 Lewis, and the same address: 3711 Long Beach Boulevard, Suite 1018,
13 Long Beach, California 90807;
- 14 3. The WING COMPANY DEFENDANTS share the same agent for
15 process service, Spiegel & Utrera, P.C.; and
- 16 4. On information and belief, the WING COMPANY DEFENDANTS
17 utilize(d) the same standardized employment forms and issue the same
18 employment policies.

19 l. As a result of the aforementioned facts, among others, Plaintiff is informed
20 and believes, and based thereon alleges that the Individual Defendants, the Alter Ego Defendants,
21 and each of them, are joint employers by virtue of a joint enterprise, and that Plaintiff was an
22 employee of the Alter Ego Defendants and the Individual Defendants. Plaintiff performed services
23 for each and every defendant, and to the mutual benefit of all defendants, and all defendants shared
24 control of Plaintiff and all other similarly situated employees, either directly or indirectly, and in the
25 manner in which defendants' business was and is conducted.

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

28 ///

1 **JURISDICTION**

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

4 12. Venue is proper in Los Angeles County, California pursuant to Code of Civil
5 Procedure sections 392, et seq. because, among other things, Los Angeles County is where the
6 causes of action complained of herein arose; the county in which the employment contract, or part
7 of it, between Plaintiff, Class Members, and/or Aggrieved Employees, or some of them, and
8 Defendants was due to be performed; the county in which the employment contract, or part of it,
9 between Plaintiff, Class Members, and/or Aggrieved Employees, or some of them, and Defendants
10 was actually performed. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff,
11 Class Members, and/or Aggrieved Employees in Los Angeles County, and because Defendants
12 employ numerous Class Members and/or Aggrieved Employees in Los Angeles County.

13 **FACTUAL BACKGROUND**

14 13. Defendants operate numerous licensed wing company restaurants throughout
15 California. Upon information and belief, Defendants maintain a single, centralized Human
16 Resources (“HR”) department at their company headquarters in Cerritos, California, which is
17 responsible for the recruiting and hiring of new employees, and communicating and implementing
18 Defendants’ company-wide policies, including timekeeping policies and meal and rest period
19 policies, to employees throughout California.

20 14. Upon information and belief, Plaintiff, Class Members, and/or Aggrieved
21 Employees, received the same standardized documents and/or written policies. Upon information
22 and belief, the usage of standardized documents and/or written policies, including new-hire
23 documents, indicate that Defendants dictated policies at the corporate level and implemented them
24 company-wide, regardless of their employees’ assigned locations or positions.

25 15. Upon information and belief, Defendants maintain a centralized payroll department
26 at their company headquarters in Cerritos, California, which processes payroll for all non-exempt,
27 hourly paid employees working for Defendants at their various locations and jobsites in California,
28 including Plaintiff, Class Members, and/or Aggrieved Employees. Based upon information and

1 belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid
2 employees in California, irrespective of their work locations. Upon information and belief,
3 Defendants process payroll for departing employees in the same manner throughout the State of
4 California, regardless of the manner in which each employees' employment ends.

5 16. Defendants continue to employ non-exempt or hourly paid employees in California.

6 17. Plaintiff is informed and believes, and thereon alleges, that at all times herein
7 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
8 advisors knowledgeable about California labor and wage law, employment and personnel practices,
9 and about the requirements of California law.

10 18. Plaintiff is informed and believes, and thereon alleges, that Plaintiff, Class Members,
11 and/or Aggrieved Employees were not paid for all hours worked because all hours worked were not
12 recorded.

13 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff, Class Members, and/or Aggrieved Employees were entitled to
15 receive certain wages for overtime compensation and that they were not receiving certain wages for
16 overtime compensation.

17 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and class members were entitled to be paid at a regular rate of pay,
19 and corresponding overtime rate of pay, that included as eligible income all remuneration required
20 by law, including but not limited to, all income derived from split-shift pay, incentive pay,
21 nondiscretionary bonuses, and/or other forms of compensation.

22 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff, Class Members, and/or Aggrieved Employees were entitled to
24 receive at least minimum wages for compensation and that they were not receiving at least minimum
25 wages for work that was required to be done off-the-clock. In violation of the California Labor Code,
26 Plaintiff, Class Members, and/or Aggrieved Employees were not paid at least minimum wages for
27 work done off-the-clock.

28 22. For at least four (4) years prior to the filing of this action and continuing to the

1 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or
2 some of them, in violation of California state wage and hour laws as a result of, without limitation,
3 Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and
4 seven consecutive work days in a work week without being properly compensated for hours worked
5 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
6 worked on the seventh consecutive work day in a work week by, among other things, Defendants
7 had, and continue to have, a company-wide policy and practice discouraging and impeding
8 employees from recording hours worked that were outside of their scheduled shifts in order to limit
9 the amount of overtime employees could accrue. On information and belief, this policy of limiting
10 overtime, coupled with Defendants practices of understaffing and assigning heavy workloads, led
11 Plaintiff and Class Members to work off the clock outside of their scheduled shift times in order to
12 complete their assigned tasks. Further, Defendants utilized a group chat to communicate with
13 employees throughout the week to discuss work schedules, assignments, and other matters without
14 proper remuneration, and conducted meetings early in the morning while Plaintiff and Class
15 Members were off-the-clock. Additionally, Defendants' General Manager(s) and/or Assistant
16 General Manager(s) instructed Plaintiff and Class Members to complete certain certification
17 requirements while at home, without being compensated for their hours. Defendants' failure to
18 accurately track and/or pay for all hours actually worked at the proper overtime rate of pay was to
19 the detriment of Plaintiff and Class Members. As such, Defendants did not account for all the time
20 worked by Plaintiff and Class Members, when calculating the number of hours worked to determine
21 how many hours of overtime wages were and are owed.

22 23. For at least four (4) years prior to the filing of this Action and continuing to the
23 present, Defendants have failed to pay minimum wages to Plaintiff and Class Members, or some of
24 them, in violation of California state wage and hour laws as a result of, among other things, failing
25 to accurately track and/or pay for all hours actually worked at their regular rate of pay for work that
26 was required to be done off-the-clock to the detriment of Plaintiff and Class Members, as discussed
27 above.

28 24. For at least four (4) years prior to the filing of this Action and continuing to the

1 present, Defendants have failed to provide Plaintiff and Class Members, or some of them, full,
2 timely thirty (30) minute uninterrupted meal period for days on which they worked more than five
3 (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which
4 they worked in excess of ten (10) hours in a work day, and failed to provide compensation for such
5 unprovided meal periods as required by California wage and hour laws due to, without limitation,
6 Defendants had, and continue to have, companywide policies and/or practices of understaffing its
7 retail restaurant locations, such that there were too few employees on duty to handle the workload
8 and attend to patrons, which resulted in a failure to provide Plaintiff and Class Members with
9 adequate meal period coverage, failing to authorize a complaint meal period, pressuring Plaintiff
10 and Class Members to clock-out for meal periods and continue working without receiving a
11 complaint meal period, and by interrupting meal periods to discuss work related activities, or
12 requesting to return from meal periods early, and upon information and belief, managers and
13 supervisors edited and/or manipulated employees' time entries to show less hours than actually
14 worked by editing time to demonstrate that compliant meal periods were provided.

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

22 26. For at least four (4) years prior to the filing of this action and continuing to the
23 present, Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have
24 known that Plaintiff and Class Members were entitled to be paid a split-shift premium when they
25 returned to work for an additional shift in the same day, after having been clocked out for more than
26 an hour. Upon information and belief, Defendants failed to pay Plaintiff and Class Members the
27 split-shift premium. Further, Defendants' General Manager(s) and/or Assistant General Manager(s)
28 instructed employees to not clock-in using the point of sale(s) machine at the restaurant(s) for their

1 second shift, and instead manually clocked the employee(s) in at a different terminal and for another
2 restaurant owned by Defendants, to avoid paying overtime, double-overtime, and/or a split shift
3 wages.

4 27. For at least three (3) years prior to the filing of this action and continuing to the
5 present, Defendants have failed to pay Plaintiff and Class Members, or some of them, the full
6 amount of their wages owed to them upon termination and/or resignation as required by Labor Code
7 sections 201, 202, and 203 including for, without limitation, Defendants' failing to pay overtime
8 wages, minimum wages, tip allocation wages, and premium wages. As it relates to the payment of
9 one (1) additional hour of premium pay for non-compliant meal, rest, and split-shift wages,
10 Defendants did not pay the correct rate of pay for premium wages because Defendants failed to
11 include all forms of compensation in the regular rate of pay, as discussed above.

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

26 29. For at least three (3) years prior to the filing of this action and continuing to the
27 present, Defendants have failed to indemnify Plaintiff and Class Members, or some of them, for the
28 costs incurred in the use of cellular phones for work-related purposes, for the use of their personal

1 vehicles to complete assignments on behalf of the restaurant, and for uniforms (hats and shirts) that
2 cost \$15 and \$20, respectively.

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

11 31. Plaintiffs, on their own behalf and on behalf of Class Members, brings this action
12 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 210, 226,
13 226.3, 226.7, 450, 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197, *et al.*, 1182.12, 1198, 2810.5,
14 California Code of Regulations, Title 8, section 11050(4)(C), and applicable Wage Order(s) Wage
15 Order 5-2001 (“Wage Order 5”), seeking overtime wages, minimum wages, payment of premium
16 wages for missed meal periods, rest periods, and split-shifts, waiting time penalties, wage statement
17 penalties, failure to indemnify, other such provisions of California law, and reasonable attorneys’
18 fees and costs.

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

25 **CLASS ACTION ALLEGATIONS**

26 33. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
27 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current
28 and former non-exempt employees of Defendants within the State of California at any time and at

1 any location commencing four (4) years preceding the filing of Plaintiff's complaint up until the
2 time that notice of the class action is provided to Class Members.

3 34. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
4 to amend or modify the class description with greater specificity, further divide the defined class
5 into subclasses, and to further specify or limit the issues for which certification is sought.

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

9 **A. Numerosity**

10 36. The potential Class Members as defined are so numerous that joinder of all the
11 members of the Class is impracticable. While the precise number of Class Members has not been
12 determined yet, Plaintiff is informed and believes that there are over one hundred (100) Class
13 Members employed or formerly employed by Defendants within the State of California.

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

18 **B. Commonality**

19 38. There are questions of law and fact common to Class Members. These common
20 questions include, but are not limited to:

- 21 A. Did Defendants violate California Labor Code and IWC Wage Order(s) by failing to
22 pay wages to Plaintiff and Class Members for all hours worked?
- 23 B. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
24 worked at a proper overtime rate of pay?
- 25 C. Whether Defendants failed to properly calculate the regular rate of pay on which
26 Plaintiff's and Class Members' overtime rate of pay was based?
- 27 D. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
28 for all other time worked at the employee's regular rate of pay and a rate of pay that

1 is greater than the applicable minimum wage?

2 E. Did Defendants violate Labor Code section 512 by not authorizing or permitting
3 Plaintiff and Class Members to take compliant meal periods?

4 F. Did Defendants violate Labor Code section 226.7 by not providing Plaintiff and
5 Class Members with additional wages for missed or interrupted meal periods?

6 G. Did Defendants violate applicable Wage Orders by not authorizing or permitting
7 Plaintiff and Class Members to take compliant rest periods?

8 H. Did Defendants violate Labor Code section 226.7 by not providing Plaintiff and
9 Class Members with additional wages for missed or interrupted rest periods?

10 I. Whether Defendants required Plaintiff and Class Members to return to work for an
11 additional shift in the same day, after having been clocked out for more than an hour,
12 without paying Plaintiff and Class Members an additional hour of pay at the
13 minimum wage as required by California Code of Regulations, Title 8, section
14 11050(4)(C)?

15 J. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Plaintiff
16 and Class Members upon termination or resignation all wages earned?

17 K. Are Defendants liable to Plaintiff and Class Members for waiting time penalties
18 under Labor Code section 203?

19 L. Did Defendants violate Labor Code section 204 by failing to pay Plaintiff and Class
20 Members timely wages during their employment?

21 M. Are Defendants liable to Plaintiff and Class Members for penalties under Labor Code
22 section 210?

23 N. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
24 Plaintiff and Class Members with accurate wage statements?

25 O. Did Defendants fail to indemnify Class Members for all necessary expenditures or
26 losses incurred in direct consequence of the discharge of their duties or by obedience
27 to the directions of Defendants as required under Labor Code section 2802?

28 P. Whether Defendants compelled and/or coerced Plaintiff and Class Members to

1 patronize their business?

2 Q. Whether Defendants failed to provide written notice of information material to
3 Plaintiff's and Class Members' employment with Defendants?

4 R. Did Defendants violate the Unfair Competition Law, Business and Professions Code
5 section 17200, *et seq.*, by their unlawful practices as alleged herein?

6 S. Are Class Members entitled to restitution of wages under Business and Professions
7 Code section 17203?

8 T. Are Class Members entitled to costs and attorneys' fees?

9 U. Are Class Members entitled to interest?

10 **C. Typicality**

11 39. The claims of Plaintiff herein alleged are typical of those claims which could be
12 alleged by any Class Members, and the relief sought is typical of the relief which would be sought
13 by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and
14 damages arising out of and caused by Defendants' common course of conduct in violation of laws
15 and regulations that have the force and effect of law and statutes as alleged herein.

16 **D. Adequacy of Representation**

17 40. Plaintiff will fairly and adequately represent and protect the interest of Class
18 Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and
19 hour class actions.

20 **E. Superiority of Class Action**

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

27 42. Class action treatment will allow Class Members to litigate their claims in a manner
28 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of

1 any difficulties that are likely to be encountered in the management of this action that would
2 preclude its maintenance as a class action.

3 **FIRST CAUSE OF ACTION**

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

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

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

10 45. At all times relevant to this Complaint, Labor Code section 510 was in effect and
11 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
12 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated
13 at the rate of no less than one and one-half times the regular rate of pay for an employee.”

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

19 47. Four (4) years prior to the filing of the Complaint in this Action through the present,
20 Plaintiff and Class Members, worked for Defendants during shifts that consisted of more than eight
21 (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7) consecutive
22 workdays in a workweek, without being paid overtime wages for all hours worked as a result of,
23 including but not limited to, Defendants failing to accurately track and/or pay for all hours actually
24 worked at the proper overtime rate of pay to the detriment of Plaintiff and Class Members, as
25 discussed above. Additionally, Defendants did not pay Plaintiff and Class Members the correct
26 overtime rate for the recorded overtime hours that they generated. In violation of the California
27 Labor Code, Defendants failed to incorporate all compensation, including but not limited to, all split
28 shift pay, incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the

1 calculation of the regular rate of pay for purposes of calculating overtime wage rate. Therefore,
2 during times when Plaintiff and Class Members worked overtime and received these other forms of
3 pay, Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

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

9 49. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have
10 been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery,
11 plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194
12 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

13 **SECOND CAUSE OF ACTION**

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

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

17 51. At all relevant times, Plaintiff and Class Members were employees or former
18 employees of Defendants covered by Labor Code sections 1197, 1198, 1199 and applicable Wage
19 Order(s).

20 52. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and
21 Class Members were entitled to receive minimum wages for all hours worked or otherwise under
22 Defendants' control.

23 53. For four (4) years prior to the filing of the Complaint in this Action through the
24 present, Defendants failed to accurately track and/or pay for all hours actually worked at their
25 regular rate of pay that is above the minimum wage to the detriment of Plaintiff and Class Members
26 as discussed above. Plaintiff is informed and believes, and thereon alleges, that Defendants knew
27 or should have known that Plaintiff and Class Members were entitled to be paid a split-shift premium
28 when they returned to work for an additional shift in the same day, after having been clocked out

1 for more than an hour. (*See* California Code of Regulations, Title 8, section 11050(4)(C))

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

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

9 **THIRD CAUSE OF ACTION**

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

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

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

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

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

25 60. For four (4) years prior to the filing of the Complaint in this Action through the
26 present, Plaintiff and Class Members were not provided complete, timely 30-minute, duty-free
27 uninterrupted meal periods every five hours of work without waiving the right to take them, as
28 permitted (and as discussed above). Moreover, Defendants failed to provide one (1) additional hour

1 of pay at the Class Member's regular rate of compensation when Class Members were not provided
2 compliant meal periods.

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

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

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

14 **FOURTH CAUSE OF ACTION**

15 **(Failure to Provide Rest Periods – Against All Defendants)**

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

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

20 66. California law and applicable Wage Order(s) require that employers "authorize and
21 permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour
22 work period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-
23 half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who
24 work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes
25 of paid rest period, and employees who work shifts of more than ten (10) hours must be provided
26 thirty (30) minutes of paid rest period.

27 67. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
28 with a meal period or rest period as provided in the applicable Wage Order(s) of the Industrial

1 Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the
2 employee's regular rate of compensation for each workday that the rest period is not provided.

3 68. For four (4) years prior to the filing of the Complaint in this Action through the
4 present, Plaintiff and Class Members were not authorized or permitted to take complete, timely,
5 duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof (as
6 discussed above). Moreover, Defendants failed to provide one (1) additional hour of pay at the
7 Class Member's regular rate of compensation on the occasions that Class Members were not
8 authorized or permitted to take compliant rest periods.

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

13 70. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
14 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay
15 owed for rest periods that they were not authorized or permitted to take.

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

20 **FIFTH CAUSE OF ACTION**

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

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

24 73. At all relevant times, Plaintiff and Class Members were employees or former
25 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
26 Wage Orders.

27 74. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
28 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.

1 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
2 discharge immediately upon termination. Class Members who resigned were entitled to payment
3 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
4 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
5 unpaid at the time of resignation.

6 75. Plaintiff is informed and believes, and based thereon alleges, that in the three (3)
7 years before the filing of the Complaint in this Action through the present, Defendants, due to the
8 failure to provide overtime, minimum, tip allocation wages, sick leave or vacation wages, mentioned
9 above, failed to pay Plaintiff and Class Members all wages earned including without limitation,
10 premium wages prior to resignation or termination in accordance with Labor Code sections 201 or
11 202.

12 76. Plaintiff is informed and believes Defendants' failure to pay Plaintiff and Class
13 Members all wages earned prior to termination or resignation in accordance with Labor Code
14 sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff
15 and Class Members at the time of termination in accordance with Labor Code sections 201 and 202,
16 but intentionally adopted policies or practices incompatible with the requirements of Labor Code
17 sections 201 and 202 resulting in the failure, on occasion, to pay all wages earned prior to
18 termination or resignation.

19 77. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
20 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
21 resignation, until paid, up to a maximum of thirty (30) days.

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

25 79. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
26 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
27 waiting time penalties, interest, and their costs of suit, as well.

28 **SIXTH CAUSE OF ACTION**

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

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

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

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

10 83. At all relevant times, Plaintiff and Class Members were employees or former
11 employees of Defendants covered by Labor Code sections 204 and 210, as well as applicable Wage
12 Orders.

13 84. At all relevant times, Labor Code section 204 expressly required employers who pay
14 employees on a weekly, biweekly, or semi-monthly basis to pay all wages “not more than seven
15 calendar days following the close of the payroll period.” Due to Defendants’ failure to pay Plaintiff
16 and Class Members all minimum, or overtime wage compensation, and meal and rest period
17 premiums as described above, Defendants failed to timely pay its employees within seven calendar
18 days following the close of payroll in accordance with Labor Code section 204 on a regular and
19 consistent basis.

20 85. As discussed in detail above, by failing to pay for all minimum and/or overtime
21 wages owed, and failing to pay meal and/or rest premiums, split-shift differentials, among others
22 discussed above, Defendants failed to pay Plaintiff and Clas Members at least twice per month in
23 violation of Labor Code section 204.

24 86. As a result, Plaintiff and Class Members are entitled to penalties pursuant to Labor
25 Code section 210.

26 **SEVENTH CAUSE OF ACTION**

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

28 87. Plaintiff re-alleges and incorporates by reference the allegations contained in the

1 preceding paragraphs as though fully set forth herein.

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

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

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

18 91. Defendants' failure to, on occasion, provide Plaintiff and Class Members with
19 accurate wage statements was knowing, intentional, and willful. Defendants had the ability to
20 provide Plaintiff and the other Class Members with accurate wage statements, but, willfully
21 provided wage statements that Defendants knew were not accurate.

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

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

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

EIGHTH CAUSE OF ACTION

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

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

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

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

98. For three (3) years prior to the filing of the Complaint in this Action through the present, Defendants required Plaintiff and Class Members, or some of them, to incur, at times, necessary expenditures or losses in direct consequence of the discharge of their duties or at the obedience to the directions of Defendants that included, without limitation: using cellular phones for work-related purposes, for the use of their personal vehicles to complete assignments on behalf of the restaurant, and for uniforms (hats and shirts) that cost \$15 and \$20, respectively. Although Defendants required Plaintiff and Class Members to purchase these items for work from Defendants, they failed to reimburse them for these costs.

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

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

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

NINTH CAUSE OF ACTION

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

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

103. Plaintiff and Aggrieved Employees are aggrieved employees as defined under Labor Code section 2699(c)(1) in that they suffered the violations alleged in this Complaint and were employed by the alleged violators, Defendants.

104. Plaintiff seeks penalties under Labor Code sections 2698 and 2699 for Defendants' violation of all Labor Code provisions included under Labor Code section 2699.5 and includes the penalty provisions, without limitation, based on the following Labor Code sections: Plaintiff, on his own behalf and on behalf of Aggrieved Employees, brings this action pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 450, 510, 512, 558, 558.1, 1174, 1194, 1194.2, 1197, *et al.*, 1182.12, 1198, 2810.5, California Code of Regulations, Title 8, section 11050(4)(C), and Wage Order 5.

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

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

a. Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) [f]or any initial violation, fifty dollars (\$50) for each

1 underpaid employee to an amount sufficient to recover underpaid wages. (2) [f]or
2 each subsequent violation, one hundred dollars (\$100) for each underpaid employee
3 for each pay period for which the employee was underpaid in addition to an amount
4 sufficient to recover underpaid wages. (3) [w]ages recovered pursuant to this section
5 shall be paid to the affected employee[s].

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

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

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

23 108. Plaintiff has exhausted his administrative remedy by sending a certified letter to the
24 LWDA and Defendants postmarked on May 15, 2025. The LWDA has not provided notice of its
25 intent to investigate the alleged violations within sixty-five (65) calendar days of the postmark date
26 of the letters.

27 **TENTH CAUSE OF ACTION**

28 **(Unfair Competition – Against All Defendants)**

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

110. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
of Defendants alleged herein constitutes unfair competition within the meaning of Business and

1 Professions Code section 17200. Due to their participation at times in unlawful business practices
2 in violation of the Labor Code, Defendants have gained a competitive advantage over other
3 comparable companies doing business in the State of California that comply with their obligations
4 to compensate employees in accordance with the Labor Code.

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

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

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

17 **DEMAND FOR JURY TRIAL**

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

19 **PRAYER**

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

- 22 A. An order certifying this case as a Class Action;
- 23 B. An Order appointing Plaintiff as Class representative and appointing Plaintiff's
24 counsel as class counsel;
- 25 C. Damages for all wages earned and owed, including minimum, and/or overtime
26 wages under Labor Code sections 218.6, 510, 1194, 1197, and 1199;
- 27 D. Liquidated damages pursuant to Labor Code section 1194.2;
- 28 E. Damages for unpaid premium wages from missed meal and rest periods under,

1 among other Labor Code sections, 512 and 226.7;

2 F. Damages for failing to pay split-shift wages under, among other Labor Code
3 sections, including but not limited to, California Code of Regulations, Title 8,
4 section 11050(4)(C);

5 G. Penalties for inaccurate wage statements under Labor Code section 226,
6 subdivision (e);

7 H. Waiting time penalties under Labor Code section 203;

8 I. Damages for failing to timely pay wages under Labor Code section 204 and
9 penalties pursuant to section 210;

10 J. Damages under Labor Code section 2802;

11 K. For penalties pursuant to Labor Code section 2698, 2699, *et seq.*, as may be
12 proven;

13 L. Preliminary and permanent injunctions prohibiting Defendants from further
14 violating the California Labor Code and requiring the establishment of appropriate
15 and effective means to prevent future violations;

16 M. Restitution of wages and benefits due which were acquired by means of any unfair
17 business practice, according to proof;

18 N. Prejudgment and post-judgment interest at the maximum rate allowed by law;

19 O. For attorneys' fees in prosecuting this action;

20 P. For costs of suit incurred herein; and

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

22 Dated: August 19, 2025

MIRACLE MILE LAW GROUP, LLP

23
24 BY: 

25 STEVEN I. AZIZI
SEVADA HAKOPIAN

26 Attorneys for Plaintiff RALPH PALIK, on behalf of
27 himself and all others similarly situated
28