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Per local Rule, This case is assigned to
Judge Weil, Edward G, for all purposes.

Attorneys for Plaintiff, JANINE NICOLE JOHNSON and
on behalf of herself and all others similarly situated
and aggrieved

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF CONTRA COSTA**

JANINE NICOLE JOHNSON, an individual
and on behalf of all others similarly situated
and aggrieved,

Plaintiff,

v.

JDK & COMPANY, INC., a California
corporation; KINDER'S CUSTOM MEATS,
INC., a California corporation;
KINDUSTRIES, LLC, a California limited
liability company; KINDUSTRIES II, LLC, a
California limited liability company;
KINDUSTRIES III, INC., a California
corporation; KINDUSTRIES ENTERPRISES
IV, INC., a California corporation;
KINDUSTRIES ENTERPRISES V, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: C25-02425

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT 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. VIOLATION OF LABOR CODE § 351;
7. UNFAIR COMPETITION; and
8. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (2004) FOR VIOLATIONS OF LABOR CODE SECTIONS 210, 226.3, 558, 1174.5, 1197.1, AND 2699, *et seq.*

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

SUMMONS ISSUED

1 Plaintiff Janine Nicole Johnson, on behalf of Plaintiff and all others similarly situated and
2 aggrieved, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against JDK
6 & Company, Inc., and any of its respective subsidiaries or affiliated companies within the State of
7 California (“JDK”); Kinder’s Custom Meats, Inc., and any of its respective subsidiaries or affiliated
8 companies within the State of California (“Kinder’s”); Kindustries, LLC, and any of its respective
9 subsidiaries or affiliated companies within the State of California (“Kindustries”); Kindustries II,
10 LLC, and any of its respective subsidiaries or affiliated companies within the State of California
11 (“Kindustries II”); Kindustries II, Inc., and any of its respective subsidiaries or affiliated companies
12 within the State of California (“Kindustries III”); Kindustries Enterprises IV, Inc. , and any of its
13 respective subsidiaries or affiliated companies within the State of California (“Kindustries IV”); and
14 Kindustries Enterprises V, Inc., and any of its respective subsidiaries or affiliated companies within
15 the State of California (“Kindustries V” and collectively, with JDK, Kinder’s, Kindustries,
16 Kindustries II, Kindustries III, Kindustries IV, and DOES 1 through 100, as further defined below,
17 “Defendants”) on behalf of Plaintiff and all other current and former non-exempt California
18 employees employed by or formerly employed by Defendants (“Class Members”).

19 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
20 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants,
21 and any of their respective subsidiaries or affiliated companies within the State of California, as a
22 proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on
23 behalf of Plaintiff and all other current and former non-exempt employees of Defendants working
24 within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims
25 for violations of the Labor Code, including but not limited to, failure to comply with Labor Code
26 section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 245, *et seq.*,
27 on behalf of all employees of Defendants working within the Civil Penalty Period (collectively,
28 “Aggrieved Employees”).

1 **PARTIES**

2 **A. Plaintiff**

3 3. Plaintiff Janine Nicole Johnson is a resident of the State of California. At all relevant
4 times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 employed Plaintiff as a non-exempt employee, with duties that included, but were not limited to,
6 assisting customers, cooking, and preparing salads. Plaintiff is informed and believes, and based
7 thereon alleges, that Plaintiff Janine Nicole Johnson worked for Defendants from approximately
8 August of 2022 through approximately February of 2025.

9 **B. Defendants**

10 4. Plaintiff is informed and believes and based thereon alleges that defendant JDK is,
11 and at all times relevant hereto was, a corporation organized and existing under and by virtue of the
12 laws of the State of California and doing business in the County of Contra Costa, State of California.

13 5. Plaintiff is informed and believes and based thereon alleges that defendant Kinder's
14 is, and at all times relevant hereto was, a stock corporation organized and existing under and by
15 virtue of the laws of the State of California and doing business in the County of Contra Costa, State
16 of California.

17 6. Plaintiff is informed and believes and based thereon alleges that defendant
18 Kindustries is, and at all times relevant hereto was, a limited liability company organized and
19 existing under and by virtue of the laws of the State of California and doing business in the County
20 of Contra Costa, State of California.

21 7. Plaintiff is informed and believes and based thereon alleges that defendant
22 Kindustries II is, and at all times relevant hereto was, a limited liability company organized and
23 existing under and by virtue of the laws of the State of California and doing business in the County
24 of Contra Costa, State of California.

25 8. Plaintiff is informed and believes and based thereon alleges that defendant
26 Kindustries III is, and at all times relevant hereto was, a corporation organized and existing under
27 and by virtue of the laws of the State of California and doing business in the County of Contra Costa,
28 State of California.

1 9. Plaintiff is informed and believes and based thereon alleges that defendant
2 Kindustries IV is, and at all times relevant hereto was, a stock corporation organized and existing
3 under and by virtue of the laws of the State of California and doing business in the County of Contra
4 Costa, State of California.

5 10. Plaintiff is informed and believes and based thereon alleges that defendant
6 Kindustries V is, and at all times relevant hereto was, a stock corporation organized and existing
7 under and by virtue of the laws of the State of California and doing business in the County of Contra
8 Costa, State of California, and DOES 1 through 100, as further defined below.

9 11. 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 JDK, Kinder’s, Kindustries, Kindustries II, Kindustries III, Kindustries IV, Kindustries V,
21 and any of their parent, subsidiary, or affiliated companies within the State of California, as well as
22 DOES 1 through 100 identified herein.

23 **JOINT LIABILITY ALLEGATIONS**

24 12. Plaintiff is informed and believes and based thereon alleges that all the times
25 mentioned herein, each of the Defendants was 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 13. 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 14. Plaintiff is informed and believes, and based thereon allege, 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 15. Plaintiff is informed and believes, and based thereon alleges that despite the
14 formation of the purported corporate existence of JDK, Kinder's, Kindustries, Kindustries II,
15 Kindustries III, Kindustries IV, Kindustries V, and DOES 1 through 50, inclusive (the "Alter Ego
16 Defendants"), they, and each of them, are one and the same with DOES 51 through 100 ("Individual
17 Defendants"), and each of them, due to, but not limited to, the following reasons:

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

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

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1 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
2 and the Alter Ego Defendants, while really one and the same, were segregated to
3 appear as though separate and distinct for purposes of perpetrating a fraud,
4 circumventing a statute, or accomplishing some other wrongful or inequitable
5 purpose;

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

14 E. The recognition of the separate existence of the Individual Defendants and the Alter
15 Ego Defendants would promote injustice insofar that it would permit defendants to
16 insulate themselves from liability to Plaintiff for violations of the Civil Code, Labor
17 Code, and other statutory violations. The corporate existence of these defendants
18 should thus be disregarded in equity and for the ends of justice because such
19 disregard is necessary to avoid fraud and injustice to Plaintiff herein;

20 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
21 Defendants (and vice versa), and the fiction of their separate corporate existence
22 must be disregarded;

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

25 **JURISDICTION**

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

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

10 19. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
11 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
12 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks
13 to recover civil penalties under the Labor Code Private Attorneys General Act of 2004, codified at
14 Labor Code section 2698, et seq. (“PAGA”), as amended, plus reasonable attorneys’ fees and costs,
15 for Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil
16 Penalty Period.

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

21 21. During the period beginning one (1) year preceding the provision of notice to the
22 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
23 Defendants violated, *inter alia*, Labor Code sections 201, 203, 204, 210, 226, 226.3, 351, 353, 432,
24 510, 512, 558, 1174, 1194, 1197, 1198, 1198.5, and 2810.3, and 2810.5, among others.

25 22. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
26 such as Plaintiff, on behalf of himself and all other aggrieved current and former employees within
27 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
28 specified in Labor Code section 2699.3.

1 23. On or around June 20, 2025, Plaintiff provided written notice under Labor Code
2 section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation
3 of various, including the herein-described, provisions of the Labor Code, to the Labor and
4 Workforce Development Agency ("LWDA"), as well as by certified mail, with return receipt
5 requested to Defendants, and each of them.

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

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

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

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

24 28. Plaintiff is further informed and believes that within five (5) years of any of
25 violations described above, the LWDA or a court has issued a finding or determination to the
26 Defendants, or either of them, that its/their policy or practice giving rise to such violations was
27 unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties pursuant to
28 Labor Code section 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them,

1 was/were found to have unlawfully committed some or all of the above-related Labor Code
2 violations, and thus is/are subject to increased penalties, as applicable, under Labor Code sections
3 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are **not** eligible for reduced penalties under
4 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
5 serving of this notice. Regardless, as the Defendants' conduct giving rise to the violations detailed
6 herein was and is malicious, fraudulent, and/or oppressive, the Employer thus is subject to increased
7 penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and
8 2699(h)(3), are **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying
9 violations either prior to or after the Employer's receipt of this notice

10 29. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
11 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
12 calendar days of the June 20, 2025 postmarked date of the herein-described notice sent by Plaintiff
13 to the LWDA and Defendants.

14 **FACTUAL BACKGROUND**

15 30. For at least four (4) years prior to the filing of this action and continuing to the
16 present, Defendants have, at times, failed to pay overtime wages to Plaintiff and Class Members, or
17 some of them, in violation of California state wage and hour laws as a result of, without limitation,
18 Plaintiff and Class Members working over eight (8) hours per day, forty (40) hours per week, and
19 seven consecutive work days in a work week without being properly compensated for hours worked
20 in excess of (8) hours per day in a work day, forty (40) hours per week in a work week, and/or hours
21 worked on the seventh consecutive work day in a work week by, among other things, failing to
22 accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting
23 employees to work off the clock, including, without limitation, by requiring employees: to come
24 early to work and leave late work without being able to clock in for all that time, to complete pre-
25 shift tasks before clocking in and post-shift tasks after clocking out, and to clock out for meal periods
26 and continue working; failing to include all forms of remuneration, including non-discretionary
27 bonuses, tips, incentive pay, meal allowances, mask allowances, gift cards and other forms of
28 remuneration into the regular rate of pay for the pay periods where overtime was worked and the

1 additional compensation was earned for the purpose of calculating the overtime rate of pay, all to
2 the detriment of Employee and other Class Members. Consequently, Employee is informed and
3 believes, and based thereon alleges, that Employer violated Labor Code sections 221, 222, 223,
4 226.2, 510, 511, 551, 552, 1194, 1811, 1815 and applicable Wage Orders based on its practice of
5 providing total compensation that is less than the required legal overtime compensation for the
6 overtime worked, entitling Plaintiff and other Aggrieved Employees to damages. Plaintiff further
7 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
8 violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
9 penalties pursuant to Labor Code sections, 558, 1198 and 2699, or injunctive relief under sections
10 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to Labor
11 Code section 2699(f)(2)(B)(ii).

12 31. For at least four (4) years prior to the filing of this Action and continuing to the
13 present, Defendants have, at times, failed to pay minimum wages to Plaintiff and Class Members,
14 or some of them, in violation of California state wage and hour laws as a result of, among other
15 things, at times, failing to accurately track and/or pay for all minutes actually worked; engaging,
16 suffering, or permitting employees to work off the clock, including, without limitation, by requiring
17 employees: to come early to work and leave late work without being able to clock in for all that
18 time, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, and to
19 clock out for meal periods and continue working. As such, Plaintiff is informed and believes, and
20 based thereon alleges, that Defendants violated, without limitation, Labor Code sections 221, 223,
21 226.2, 1197, 1182.12, Cal. and applicable Wage Orders based on its continued failure to pay
22 minimum wages for all hours worked, that Plaintiff and Aggrieved personally suffered these
23 violations, and that Plaintiff and Class Members are entitled to actual and liquidated damages under,
24 without limitation, Labor Code sections 1475, 1194, 1194.2, and 1198. Employee further informed
25 and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations
26 was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties
27 pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and
28 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable

1 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

2 32. For at least four (4) years prior to the filing of this Action and continuing to the
3 present, Defendants have, at times, failed to provide Plaintiff and Class Members, or some of them,
4 full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than
5 five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on
6 which they worked in excess of ten (10) hours in a work day, and failing to provide compensation
7 for such unprovided meal periods as required by California wage and hour laws. Plaintiff is informed
8 and believes that those premium payments under Labor Code section 226.7 were not made, either,
9 for these non-compliant meal periods, either at all or at the proper regular rate of pay. Plaintiff would
10 thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these
11 wages), 221, 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant meal
12 periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief
13 under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon
14 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
15 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
16 2699(f)(2)(B)(ii).

17 33. For at least four (4) years prior to the filing of this action and continuing to the
18 present, Defendants have, at times, failed to authorize and permit Plaintiff and Class Members, or
19 some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major
20 fraction thereof and failed to provide compensation for such unprovided rest periods as required by
21 California wage and hour laws. Plaintiff is informed and believes that those premium payments
22 under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either
23 at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7 and 1198.
24 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure
25 to timely pay these wages), 221, 223, 558, 1198 and 2699 for both failing to authorize the taking of
26 compliant rest periods and for failing to provide premium pay under Labor Code section 226.7, or
27 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
28 and based thereon alleges, that Defendants' conduct above gave rise to such violations was

malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

34. For at least three (3) years prior to the filing of this action and continuing to the present, Defendants have, at times, failed to pay Plaintiff and Class Members, or some of them, the full amount of their wages owed to them upon termination and/or resignation as required by Labor Code sections 201 and 202, including for, without limitation, failing to pay overtime wages, minimum wages, and premium wages. Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Defendants would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

35. For at least three (3) years prior to the filing of this action and continuing to the present, Defendants have or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for Plaintiff and/or Class Members by a patron, or deducted amounts from wages due to Plaintiff and/or Class Members on account of a gratuity, or required Plaintiff and/or Class Members to credit the amount (or a part thereof) of a gratuity against and as part of the wages due to the Plaintiff and/or Class Members from the Defendants. In addition, Plaintiff is informed and believes, and based thereon alleges, that Defendants permit and/or permitted patrons to pay gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit card payment processing fees that may be charged to the employer by the credit card company by not later than the regular payday following the date the patron authorized the credit card. In addition, Defendants failed to keep accurate records of all gratuities received by Defendants and made those open to inspection at all reasonable hours. Additionally, Defendants violated Labor Code sections 350 and 351 by collecting, taking or receiving gratuities, or part therefor, that which was paid, given to, or left for Plaintiff and all others similarly situated. Plaintiff is informed and believes that this has resulted in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections 351 and 353, Plaintiff and other Class Members have personally suffered violations

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

6 36. Plaintiff, on their own behalf and on behalf of Class Members, brings this action
7 pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226.7, 245,
8 *et seq.*, 351, 353, 510, 512, 1194, 1194.2, 1197, and California Code of Regulations, Title 8, section
9 11040, seeking overtime wages, minimum wages, payment of premium wages for missed meal and
10 rest periods, failure to pay timely wages, waiting time penalties, being paid all gratuities left to them
11 without sharing them with Defendants or their agents, and other such provisions of California law,
12 and reasonable attorneys' fees and costs.

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

19 38. At all relevant times mentioned herein, Defendants failed to provide Plaintiff and
20 other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to
21 California law (including, without limitation Labor Code section 245, *et seq.*), and also did not
22 permit its use upon request as contemplated under California laws, to the detriment of Plaintiff and
23 all other Aggrieved Employees.

24 39. Plaintiff, in Plaintiff's representative capacity, seek civil penalties under Labor Code
25 sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the
26 California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
27 Employees pursuant to PAGA.

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CLASS ACTION ALLEGATIONS

40. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and former non-exempt employees of Defendants within the State of California at any time commencing August 25, 2021 up until the time that notice of the class action is provided to the class (collectively referred to as “Class Members”).

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

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

A. Numerosity

43. The potential Class Members as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined yet, Plaintiff is informed and believes that there are over fifty (50) Class Members employed by Defendants within the State of California.

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

B. Commonality

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

- A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours worked at a proper overtime rate of pay?

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- 1 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay
2 for all other time worked at the employee's regular rate of pay and a rate of pay that
3 is greater than the applicable minimum wage?
- 4 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting
5 Class Members to take compliant meal periods?
- 6 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
7 with additional wages for missed or interrupted meal periods?
- 8 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting
9 Class Members to take compliant rest periods?
- 10 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
11 with additional wages for missed rest periods?
- 12 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
13 Members upon termination or resignation all wages earned?
- 14 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
15 section 203?
- 16 I. Did Defendants violate Labor Code sections 350 and 351 by misappropriating
17 gratuities left for Class Members?
- 18 J. Did Defendants violate the Unfair Competition Law, Business and Professions Code
19 section 17200, *et seq.*, by their unlawful practices as alleged herein?
- 20 K. Are Class Members entitled to restitution of wages under Business and Professions
21 Code section 17203?
- 22 L. Are Class Members entitled to costs and attorneys' fees?
- 23 M. Are Class Members entitled to interest?

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

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

10 54. Four (4) years prior to the filing of the Complaint in this Action through the present,
11 Plaintiff and Class Members, at times, worked for Defendants during shifts that consisted of more
12 than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7)
13 consecutive workdays in a workweek, without being paid overtime wages for all hours worked as a
14 result of, including but not limited to, Defendants failing to accurately track and/or pay for all
15 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
16 including, without limitation, by requiring employees: to come early to work and leave late work
17 without being able to clock in for all that time, to complete pre-shift tasks before clocking in and
18 post-shift tasks after clocking out, and to clock out for meal periods and continue working; failing
19 to include all forms of remuneration, including non-discretionary bonuses, tips, incentive pay, meal
20 allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay
21 for the pay periods where overtime was worked and the additional compensation was earned for the
22 purpose of calculating the overtime rate of pay to the detriment of Plaintiff and Class Members.

23 55. Accordingly, by requiring Plaintiff and Class Members to, at times, work greater
24 than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays
25 without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on
26 occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and
27 applicable IWC Wage Orders, and California law.

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

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

57. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

58. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

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

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

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

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

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1 **THIRD CAUSE OF ACTION**

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

3 63. Plaintiff realleges and incorporates by reference all of the allegations contained in
4 the preceding paragraphs as though fully set forth hereat.

5 64. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

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

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

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

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

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

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

FOURTH CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

71. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

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

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

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

75. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiff and Class Members were, at times, not authorized or permitted to take complete, timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof. Moreover, at times, Defendants failed to provide one (1) additional hour of pay at the Class

1 Member's regular rate of compensation on the occasions that Class Members were not authorized
2 or permitted to take compliant rest periods.

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

7 77. 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 rest periods that they were not authorized or permitted to take.

10 78. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
11 additional pay for unprovided compliant rest 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 **FIFTH CAUSE OF ACTION**

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

16 79. Plaintiff realleges and incorporates by reference all of the allegations contained in
17 the preceding paragraphs as though fully set forth hereat.

18 80. At all relevant times, Plaintiff and Class Members were employees or former
19 employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable
20 Wage Orders.

21 81. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
22 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
23 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to
24 discharge immediately upon termination. Class Members who resigned were entitled to payment
25 of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation
26 or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and
27 unpaid at the time of resignation.

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82. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years before the filing of the Complaint in this Action through the present, Defendants, due to the failure, at times, to provide overtime wages mentioned above, failed to pay Plaintiff and Class Members all wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

83. Plaintiff is informed and believes Defendants' failure, at times, to pay Plaintiff and Class Members all wages earned prior to termination or resignation in accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and Class Members at the time of termination in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code sections 201 and 202 resulting in the failure, at times, to pay all wages earned prior to termination or resignation.

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

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

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

SIXTH CAUSE OF ACTION

(Violation of Labor Code § 351 – Against All Defendants)

87. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs of this Complaint as though fully set forth hereat.

88. At all relevant times herein, Plaintiff and Class Members were non-exempt employees of Defendants covered by Labor Code section 351 and protected from conversion of their wages by Defendants, among others.

1 89. Labor Code section 351 provides, in pertinent part, that “[n]o employer or agent shall
2 collect, take, or receive any gratuity or a part thereof that is paid, given to, or left for an employee
3 by a patron, or deduct any amount from wages due an employee on account of a gratuity...”

4 90. A cause of action for conversion consists of: (1) the ownership or right to possession
5 of the property by Plaintiff and Class Members; (2) wrongful exercise of dominion over that
6 property by Defendants; and (3) damages. (*See, e.g., Lee v. Hanley* (2015) 61 Cal.4th 1225, 1240.)

7 91. Plaintiff is informed and believes, and based thereon alleges that Defendants and/or
8 their agents (including managerial and supervisory employees) collected, took, or received gratuities
9 left for Plaintiff and Class Members in violation of Labor Code section 351, and that this wrongful
10 exercise of dominion over the gratuities earned by Plaintiff and Class Members constituted
11 conversion.

12 92. Defendants’ deliberate acts denying Plaintiff and Class Members tips earned in
13 violation of Labor Code section 351 constitutes conversion.

14 93. As a result of Defendants’ unlawful conduct, Plaintiff and Class Members have
15 suffered damages in an amount subject to proof, to the extent they were not paid said gratuities in
16 violation of Labor Code section 351.

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

22 **SEVENTH CAUSE OF ACTION**

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

24 95. Plaintiff realleges and incorporates by reference all of the allegations contained in
25 the preceding paragraphs as though fully set forth hereat.

26 96. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
27 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
28 Professions Code section 17200. Plaintiff is further informed and believes and based thereon alleges

1 that in addition to the unlawful conduct of Defendants alleged in the preceding paragraphs, for at
2 least four (4) years prior to the filing of this action and continuing to the present, Defendants have
3 had a consistent policy of failing to provide Plaintiff and similarly situated employees or former
4 employees within the State of California with the rights provided to them under the Healthy
5 Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.* Due to their
6 unlawful business practices in violation of the Labor Code, Defendants have gained a competitive
7 advantage over other comparable companies doing business in the State of California that comply
8 with their obligations to compensate employees in accordance with the Labor Code.

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

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

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

21 **SEVENTH CAUSE OF ACTION**

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

23 100. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
24 preceding paragraphs as though fully set forth hereat.

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

26 101. At all relevant times herein, Labor Code section 204, requires and required that:
27 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
28 between the 16th and 26th day of the month during which the labor was performed, and labor

1 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
2 between the 1st and 10th day of the following month.”

3 102. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
4 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
5 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
6 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
7 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
8 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
9 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

10 103. At all relevant times herein, Defendants have had a consistent policy or practice of
11 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
12 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
13 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
14 Aggrieved Employees are entitled to recover civil penalties injunctive relief and monetary civil
15 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
16 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
17 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
18 violation in connection with each payment that was made in violation of Labor Code section 204.

19 Civil Penalties Under Labor Code § 226.3

20 104. Defendants had and have a policy or practice of failing to comply with Labor Code
21 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
22 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
23 wages earned; the name and address of each employer with whom they have been placed to work;
24 all applicable hourly rates in effect during the pay period and the corresponding number of hours
25 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
26 entity securing the employer’s services if the employer is a farm labor contractor; and other such
27 information as required by Labor Code section 226, subdivision (a) and/or Labor Code section 226.2
28 to the extent it does not include for piece-rate work the information required therein including,

1 without limitation, the quantity, rate and units worked per piece, as well as separately itemized non-
2 productive time and rest and recovery periods.

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

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

10 107. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
11 and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage
12 statements as set forth in the preceding paragraphs.

13 108. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
14 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
15 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
16 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
17 period for each subsequent violation.

18 Violation of Labor Code § 558

19 109. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
20 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
21 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
22 penalty as follows:

23 A. For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
24 pay period for which the employee was underpaid in addition to an amount sufficient
25 to recover underpaid wages;

26 B. For each subsequent violation, one hundred dollars (\$100) for each underpaid
27 employee for each pay period for which the employee was underpaid in addition to
28 an amount sufficient to recover underpaid wages;

1 C. Wages recovered pursuant to this section shall be paid to the affected employee.”

2 Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each of
3 them, violated, or caused to be violated, the Labor Code sections described herein, including
4 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
5 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
6 regular payday designated by employer, the name of the employer, including any “doing business
7 as” names used, the name, address, and telephone number of the workers’ compensation insurance
8 carrier, information regarding paid sick leave, and other pertinent information.

9 110. As a direct and proximate result of the herein-described Labor Code violations,
10 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
11 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars
12 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
13 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

14 Violation of Labor Code § 1174.5

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

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

25 113. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
26 every person employing labor in California to “[k]eep, at a central location in the state or at the
27 plants or establishments at which employees are employed, payroll records showing the hours
28 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable

1 piece rate paid to, employees employed at the respective plants or establishments. These records
2 shall be kept in accordance with rules established for this purpose by the commission, but in any
3 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
4 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
5 earned.”

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

11 115. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
12 willfully failed to keep adequate or accurate time records including wage statements and similar
13 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
14 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
15 under Labor Code section 1174.

16 116. As a direct and proximate result of the herein-described Labor Code violations,
17 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
18 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five
19 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

20 Violation of Labor Code § 1197.1

21 117. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other
22 person acting either individually or as an officer, agent, or employee of another person, who pays
23 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
24 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
25 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
26 Section 203 as follows:

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- 1 A. For any initial violation that is intentionally committed, one hundred dollars (\$100)
2 for each underpaid employee for each pay period for which the employee is
3 underpaid. This amount shall be in addition to an amount sufficient to recover
4 underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable
5 penalties imposed pursuant to Section 203.
- 6 B. For each subsequent violation for the same specific offense, two hundred fifty dollars
7 (\$250) for each underpaid employee for each pay period for which the employee is
8 underpaid regardless of whether the initial violation is intentionally committed. This
9 amount shall be in addition to an amount sufficient to recover underpaid wages,
10 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
11 pursuant to Section 203.
- 12 C. Wages, liquidated damages, and any applicable penalties imposed pursuant to
13 Section 203, recovered pursuant to this section shall be paid to the affected
14 employee.”

15 118. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
16 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without
17 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees’ minimum wages for all
18 hours worked or otherwise under Defendants’ control due to, without limitation, routinely failing to
19 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
20 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
21 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
22 entitling Plaintiff and other aggrieved Employees to actual and liquidated damages.

23 119. As a direct and proximate result of the herein-described Labor Code violations,
24 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
25 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount one
26 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
27 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
28 subsequent violation.

1 Civil Penalties Under Labor Code § 2699

2 120. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
3 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
4 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
5 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
6 action brought by an aggrieved employee on behalf of himself or herself and other current or former
7 employees pursuant to the procedures specified in Labor Code section 2699.3.

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

10 122. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one
11 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
12 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
13 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

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

17 **DEMAND FOR JURY TRIAL**

18 124. 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 wages, and overtime
26 wages, under Labor Code sections 510, 1194, 1197 and 1199;
27 D. Liquidated damages pursuant to Labor Code section 1194.2;

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- 1 E. Damages for unpaid premium wages from missed meal and rest periods under,
2 among other Labor Code sections, 512 and 226.7;
3 F. Waiting time penalties under Labor Code sections 203;
4 G. Preliminary and permanent injunctions prohibiting Defendants from further
5 violating the California Labor Code and requiring the establishment of appropriate
6 and effective means to prevent future violations;
7 H. Restitution of wages and benefits due which were acquired by means of any unfair
8 business practice, according to proof;
9 I. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
10 1174.5, 1197.1, and 2699;
11 J. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
12 210, 226.3, 558, 1174.5, 1197.1, and 2699;
13 K. Prejudgment and post-judgment interest at the maximum rate allowed by law;
14 L. For attorneys' fees in prosecuting this action;
15 M. For costs of suit incurred herein; and
16 N. For such other and further relief as the Court deems just and proper.

17
18 Dated: August 25, 2025

SHIRIAN LAW, P.C.

19
20 BY: 

JOSHUA SHIRIAN

AARON YOUSEFZADEH

Attorneys for Plaintiff JANINE NICOLE JOHNSON
on behalf of herself and all others similarly situated and
aggrieved