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MATTHEW ALBRIGHT

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MATTHEW ALBRIGHT, an individual, and on
behalf of all aggrieved employees

Plaintiff,

vs.

AVIGNONE'S 7117, LLC, a California
corporation; JORDAN A. NEDEFF, an
individual; TAMMI JEAN CHASE, an
individual; MICHAEL DAVID WRIGHT, an
individual; JASON CASE FILARDI, an
individual; PETER ANDREW FILARDI, an
individual; and DOES 1 through 50 inclusive

Defendants.

Case No. 23STCV04940

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF;
ENFORCEMENT ACTION UNDER
THE PRIVATE ATTORNEYS
GENERAL ACT, CALIFORNIA
LABOR CODE § 2698, ET SEQ:**

1. **FAILURE TO PAY MINIMUM
WAGES AND LIQUIDATED
DAMAGES (Lab. Code, §§ 1182.12,
1194; 1194.2; 1197; 1197.1; & 1198
and Cal. Code Regs., tit 8, § 11050);**
2. **FAILURE TO PROVIDE MEAL
PERIODS (Lab. Code, § 226.7
& 512, and Cal. Code Regs., tit. 8, §
11050);**
3. **FAILURE TO PROVIDE REST
PERIODS (Lab. Code, §§ 226.7 &
512, and Cal. Code Regs. tit. 8, §
11050);**
4. **FAILURE TO PROVIDE
ACCURATE WAGE
STATEMENTS AND MAINTAIN
ACCURATE PAYROLL
RECORDS (Lab. Code, §§ 226,
subd. (a), 1174, subd. (d), & 1198);**
5. **FAILURE TO REIMBURSE
BUSINESS EXPENSES (Lab.
Code, §§ 2800 & 2802);**
6. **CONVERSION - IMPROPER
RECEIPT AND DISTRIBUTION
OF GRATUITIES [CAL. LAB.**

7. **CODE § 351];
FAILURE TO PROVIDE
ADEQUATE SEATING [CAL. LAB.
CODE § 1198; CAL. CODE REGS.,
TIT. 8, § 11050(14)];**
8. **FAILURE TO PAY WAGES
UPON TERMINATION OF
EMPLOYMENT (Lab. Code, §
203);**
9. **VIOLATION OF LABOR CODE
SECTION 558;**
10. **UNFAIR COMPETITION (Bus. &
Prof. Code, § 17200 et seq.);**
11. **CIVIL PENALTIES FOR
VIOLATIONS OF THE
CALIFORNIA LABOR CODE,
PURSUANT TO THE PRIVATE
ATTORNEYS GENERAL ACT
[CAL. LAB. CODE § 2698, et seq.]**

DEMAND FOR A JURY TRIAL

All allegations in this Complaint are based upon information and belief except for those allegations which pertain to the named Plaintiff and his counsel. Each allegation has evidentiary support, or is likely to have evidentiary support, after a reasonable opportunity for further investigation and discovery.

I.

JURISDICTION AND VENUE

1. The Court has jurisdiction over this Complaint under Code of Civil Procedure section 410.10. Plaintiff brings this complaint on his own behalf.

2. Venue is proper in the court under Code of Civil Procedure sections 395 and 395.5 because the claims made, and the Labor Code violations as against the persons identified herein, occurred in the County of Los Angeles. Further, each of the Defendants operated their businesses in the County of Los Angeles

3. The Private Attorney Generals Act ("PAGA") authorizes aggrieved employees to sue directly as the proxy of the State of California for civil penalties for violations of various provisions in the California Labor Code.

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II.

THE PARTIES

PLAINTIFF

4. MATTHEW ALBRIGHT (referred to as PLAINTIFF) is, and at all material times mentioned was:

- (a) An male individual who resides in the County of Los Angeles, California;
- (b) Jointly employed as an employee by AVIGNONE’S 7117, LLC, a California corporation; JORDAN A. NEDEFF, an individual; TAMMI JEAN CHASE, an individual; MICHAEL DAVID WRIGHT, an individual; JASON CASE FILARDI, an individual; PETER ANDREW FILARDI, an individual; and DOES 1 through 50 inclusive (“DEFENDANTS”), from on or about August 2018, to on or about September 12, 2022, first as a security guard then as a bartender;
- (c) Was not properly paid minimum wages for hours worked;
- (d) Did not receive compliant meal periods or meal-period premiums;
- (e) Did not receive compliant rest periods or rest-period premiums;
- (f) Did not receive accurate itemized wage statements;
- (g) Was not reimbursed for business expenses that he paid;
- (h) Was not properly provided all gratuities received by DEFENDANTS;
- (i) Did not receive adequate seating while on and off duty;
- (j) When terminated from his employment, was not paid for minimum wages owed, meal period wages owed, and rest period wages owed within the time limits prescribed by Labor Code section 201; and,

DEFENDANTS

5. PLAINTIFF is informed and believes, and based upon that information and belief alleges, that AVIGNONE’S 7117, LLC, is, and at all times mentioned was:

- (a) A California corporation authorized to conduct business, and actually

1 conducting business, in Los Angeles County, California; and,
2 (b) The owner and operator of a bar known as Avignone's in Montrose,
3 CA.

4 6. PLAINTIFF is informed and believes, and based upon that information and
5 belief alleges, that JORDAN A. NEDEFF, is, and at all times mentioned was:

6 (a) A male individual who resides in the County of Los Angeles,
7 California; and,

8 (b) The owner and operator of a bar known as Avignone's in Montrose,
9 CA.

10 7. PLAINTIFF is informed and believes, and based upon that information and
11 belief alleges, that TAMMI JEAN CHASE, is, and at all times mentioned was:

12 (a) A female individual who resides in the County of Los Angeles,
13 California; and,

14 (b) The owner and operator of a bar known as Avignone's in Montrose,
15 CA.

16 8. PLAINTIFF is informed and believes, and based upon that information and
17 belief alleges, that MICHAEL DAVID WRIGHT, is, and at all times mentioned was:

18 (a) A male individual who resides in the County of Los Angeles,
19 California; and,

20 (b) The owner and operator of a bar known as Avignone's in Montrose,
21 CA.

22 9. PLAINTIFF is informed and believes, and based upon that information and
23 belief alleges, that JASON CASE FILARDI, is, and at all times mentioned was:

24 (a) A male individual who resides in the County of Los Angeles,
25 California; and,

26 (b) The owner and operator of a bar known as Avignone's in Montrose,
27 CA.

28 10. PLAINTIFF is informed and believes, and based upon that information and

1 belief alleges, that PETER ANDREW FILARDI, is, and at all times mentioned was:

2 (a) A male individual who resides in the County of Los Angeles,
3 California; and,

4 (b) The owner and operator of a bar known as Avignone's in Montrose,
5 CA.

6 11. AVIGNONE'S 7117, LLC, JORDAN A. NEDEFF, TAMMI JEAN CHASE,
7 MICHAEL DAVID WRIGHT, JASON CASE FILARDI, PETER ANDREW FILARDI, and
8 DOES 1 through 50 are collectively referred to as "DEFENDANTS" throughout this
9 Complaint.

10 12. The true names and capacities, whether individual, corporate, subsidiary,
11 partnership, associate or otherwise of Defendant DOES 1 through 50, inclusive, are
12 unknown to the PLAINTIFF, who therefore sues these Defendants by those fictitious names
13 under Code of Civil Procedure section 474. PLAINTIFF will seek leave to amend the
14 Complaint to allege the true names and capacities of DOES 1 through 50, inclusive, when
15 they are ascertained.

16 13. PLAINTIFF is informed and believes, and based upon that information and
17 belief alleges, that Defendant DOES 1 through 50 are persons, corporations or other entities
18 which reside in, or are otherwise doing business in the State of California. Each of the
19 Defendants DOES 1 through 50 was the managerial agent, employee, predecessor,
20 successor, joint-venturer, co-conspirator, alter ego and/or representative of one or more of
21 the other Defendants named herein, and acted with permission, authorization and/or
22 ratification and consent of other Defendants.

23 14. PLAINTIFF is informed and believes, and based upon that information and
24 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
25 inclusive, are responsible in some manner for one or more of the events and happenings
26 that proximately caused the injuries and damages hereinafter alleged.

27 15. PLAINTIFF is informed and believes, and based upon that information and
28 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,

1 inclusive, are, and at all times mentioned herein were, the agents, servants, and/or
2 employees of each of the other Defendants, and that each Defendant was acting within the
3 course of scope of his, hers, or its authority as the agent, servant and/or employee of each
4 of the other Defendants. Consequently, all the Defendants are jointly and severally liable to
5 PLAINTIFF and all aggrieved employees for their damages sustained as a proximate result
6 of Defendants' conduct.

7 16. PLAINTIFF is informed and believes, and based upon that information and
8 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,
9 inclusive, knowingly and willfully acted in concert, conspired and agreed together among
10 themselves and entered into a combination and systemized campaign of activity to inter alia
11 damage PLAINTIFF, and all aggrieved employees, and to otherwise consciously and/or
12 recklessly act in derogation of PLAINTIFF, and all aggrieved employees, and the trust
13 reposed by PLAINTIFF and all aggrieved employees in each of the Defendants, the acts
14 being negligently and/or intentionally inflicted. Their conspiracy, and Defendants'
15 concerted actions, were such that, to PLAINTIFF's information and belief, and to all
16 appearances, Defendants represented a unified body so that the actions of one Defendant
17 were accomplished in concert with, and with the knowledge, ratification, authorization and
18 approval of each of the other Defendants.

19 III.

20 **PAGA REPRESENTATIVE ALLEGATIONS**

21 17. At all times herein set forth, PAGA provides that any provision of law under
22 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
23 assessed and collected by the LWDA for violations of the Labor Code and applicable IWC
24 Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action
25 brought on behalf of themselves and other current or former employees pursuant to
26 procedures outlined in Labor Code section 2699.3.

27 18. PAGA defines an "aggrieved employee" in Labor Code section 2699,
28 subdivision (c) as "any person who was employed by the alleged violator and against whom

1 one or more of the alleged violations was committed.”

2 19. PLAINTIFF and other current and former employees of DEFENDANTS are
3 “aggrieved employees” as defined by Labor Code section 2699, subdivision (c) in that they
4 are all Defendants’ current or former employees and one or more of the alleged violations
5 were committed against them.

6 20. On December 28, 2022, PLAINTIFF provided written notice by online filing
7 to the LWDA, by Certified Mail to AVIGNONE’S 7117, LLC’s agent for service of
8 process, and by Certified Mail to JORDAN A. NEDEFF, TAMMI JEAN CHASE,
9 MICHAEL DAVID WRIGHT, JASON CASE FILARDI, and PETER ANDREW FILARDI
10 of the specific provisions of the California Labor Code alleged to have been violated,
11 including facts and theories to support the alleged violations, in accordance with Labor
12 Code section 2699.3. PLAINTIFF’s notice was accompanied with the applicable filing fee
13 of seventy-five dollars (\$75). The LWDA PAGA Administrator confirmed receipt of
14 Plaintiff’s notice and assigned Plaintiff PAGA Case Number LWDA-CM-926415-22.

15 21. PLAINTIFF has satisfied the administrative prerequisites under Labor Code
16 sections 2699.3, subdivision (a) and 2699.3, subdivision (c) to recover civil penalties
17 against DEFENDANTS for violations of Labor Code sections 201, 202, 203, 226, 226.7,
18 351, 512, 516, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

19 22. Labor Code section 558, subdivision (a) provides, “Any employer or other
20 person acting on behalf of an employer who violates, or causes to be violated, a section of
21 this chapter or any provision regulating hours and days of work in any order of the
22 Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any
23 initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
24 which the employee was underpaid....(2) For each subsequent violation, one hundred
25 dollars (\$100) for each underpaid employee for each pay period for which the employee
26 was underpaid....” Labor Code section 558, subdivision (d) provides, “The civil penalties
27 provided for in this section are in addition to any other civil or criminal penalty provided
28 by law.”

23. DEFENDANTS, at all times relevant to this complaint, were employers or persons acting on behalf of an employer(s) who violated PLAINTIFF'S and other aggrieved employees' rights by violating various sections of the Labor Code as set forth above.

24. As set forth below, DEFENDANTS have violated numerous provisions of both the Labor Code sections regulating hours and days of work as well as the applicable IWC Wage Order.

25. Pursuant to PAGA, and in particular, Labor Code sections 2699, subdivision (a), 2699.3, subdivision (a), 2699.3, subdivision (c), 2699.5, and section 558, PLAINTIFF, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against DEFENDANTS for violations of Labor Code sections 201, 202, 203, 226, 226.7, 351, 512, 516, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.

IV.

THE CONDUCT

26. DEFENDANTS own and operate a bar known as Avignone's in Montrose, CA.

27. DEFENDANTS’ business requires the use of “non-exempt” employees as defined by the California Labor Code and IWC Wage Order No. 5-2001 (as amended), including but not limited to bar tenders and security guards.

28. DEFENDANTS jointly employed PLAINTIFF from on or about August 2018, to on or about September 12, 2022, first as a security guard then as a bartender.

29. PLAINTIFF's job duties included, among other things, tending bar and maintenance work at, at Avignone's in Montrose, California.

30. DEFENDANTS exercised complete and unfettered control over PLAINTIFF's, and all aggrieved employees' work schedules; their hours worked; their rates of pay and methods of payment; dictated how PLAINTIFF and all aggrieved employees would actually perform their jobs; and dictated if and when PLAINTIFF and all aggrieved employees could take lunch or rest breaks. PLAINTIFF and all aggrieved

1 employees could not exercise discretion and independent judgment regarding the tasks they
2 performed. PLAINTIFF and all aggrieved employees had to obtain approval on any action
3 taken in the course of working for DEFENDANTS. Therefore, under California Code of
4 Regulations, title 8, section 11050, subdivision (1)(A), the provisions of the applicable
5 California Wage Order apply to PLAINTIFF and all aggrieved employees. PLAINTIFF and
6 all aggrieved employees were not exempt employees.

7 31. PLAINTIFF typically worked from 8:00 p.m. to 1:00 a.m. or 8:00 p.m. to
8 2:30 or 3:00 a.m. Fridays and Saturdays and later Tuesdays and Sundays. PLAINTIFF also
9 occasionally filled in for one additional shift per week. DEFENDANTS paid PLAINTIFF
10 \$11.00 per hour from on or about August 2018 to on or about January 2020, \$12.00 per
11 hour from on or about January 2020 to on or about October 2021, \$13.00 per hour from on
12 or about October 2021 to on or about June 2022, and \$14.00 per hour from on or about June
13 2022 to on or about September 2022.

14 32. DEFENDANTS would require PLAINTIFF to clock out when he finished his
15 shifts, but would not record or compensate him for his time spent closing up shop after his
16 shifts, which DEFENDANTS required him to do as part of his job duties.

17 33. DEFENDANTS required that PLAINTIFF and all aggrieved employees work
18 hours without paying compensation at the minimum wage.

19 34. DEFENDANTS did not provide PLAINTIFF and all aggrieved employees,
20 with code-compliant 10-minute rest periods or 30-minute meal periods. DEFENDANTS
21 failed to compensate PLAINTIFF and all aggrieved employees for the missed rest periods
22 or meal periods and, therefore, for the total hours worked. As a result, PLAINTIFF and all
23 aggrieved employees did not receive accurate wage statements from DEFENDANTS.

24 35. DEFENDANTS failed to reimburse PLAINTIFF and all aggrieved employees
25 for all necessary expenditures incurred in their course and scope of employment, including
26 bartending supplies such as limes, bar maintenance supplies such as pipes and pipe fittings,
27 and personal vehicle mileage.

28 36. PLAINTIFF is also informed and believes, and based upon that information

1 and belief alleges, that DEFENDANTS failed to properly account for and distribute tips
2 paid to PLAINTIFF and other aggrieved employees. Without PLAINTIFF’S consent,
3 DEFENDANTS’ accountant failed to utilize PLAINTIFF’S and other aggrieved employees’
4 “tip sheets” to calculate tip distributions from the tip-pool implemented by
5 DEFENDANTS. DEFENDANTS’ accountant instead relied on a formula based on tips
6 received by DEFENDANTS and hours worked by PLAINTIFF. Additionally, on
7 information and belief, DEFENDANTS instituted a tip-pooling policy that allowed for
8 managers to take gratuities left by DEFENDANTS’ customers for PLAINTIFF and all
9 aggrieved employees.

10 37. DEFENDANTS did not provide PLAINTIFF and all aggrieved employees
11 with an adequate number of suitable seats in reasonable proximity to the work area that
12 could be used when using the seats would not interfere with the performance of job duties.
13 PLAINTIFF and all aggrieved employees, who were otherwise required to work standing at
14 all times, were forced to continue to stand during times when they were not engaged in the
15 active duties of their employment. DEFENDANTS’ “break room” was an office with a
16 single chair. Additionally, PLAINTIFF and all aggrieved employees spent substantial parts
17 of their workdays behind cash registers or Point of Sale systems, regardless of their actual
18 job titles or descriptions. The nature of the work of an employee performing cashier duties
19 can reasonably be accomplished from a seated position. However, DEFENDANTS did not
20 provide seats or stools at or near each cash register or Point of Sale System forcing
21 PLAINTIFF and all aggrieved employees to stand throughout their work shifts.

22 38. DEFENDANTS failed to pay PLAINTIFF and all aggrieved employees all
23 wages due upon termination of employment.

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FIRST CAUSE OF ACTION
FOR FAILURE TO PAY MINIMUM WAGES AND LIQUIDATED DAMAGES
(Lab. Code, §§ 1182.12, 1194, 1194.2, 1197, 1197.1, & 1198, and Cal. Code Regs., tit. 8,
§ 11050)
(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)

39. PLAINTIFF repeats and re-alleges paragraphs 1 through 38, inclusive, of this Complaint and they are incorporated herein by this reference.

40. Labor Code sections 1182.12, 1197, and 1197.1 require employers to pay employees the minimum wage fixed by the California Industrial Welfare Commission. The payment of a lesser wage than the minimum so fixed is unlawful.

41. Compensable work time is defined in Industrial Wage Order No. 5 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” (Cal. Code Regs., tit. 8, § 11050, subd. (2)(K) [defining “Hours Worked”].)

42. Labor Code section 1194 establishes an employee’s right to recover unpaid wage compensation, interest thereon, together with the costs of suit, and attorneys’ fees.

43. Labor Code section 1194.2 establishes an employee’s right to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon in an action for payment of a wage less than the minimum wage fixed by the Industrial Welfare Commission or by statute.

44. At all times relevant hereto, PLAINTIFF did not reside at the place of employment.

45. DEFENDANTS failed to properly pay PLAINTIFF for all hours worked at the legal minimum wage.

46. DEFENDANTS acted intentionally, oppressively, and maliciously toward PLAINTIFF, with a conscious disregard of his rights, or the consequences to him, with the intent of depriving him of property and legal rights and otherwise causing him injury. By virtue of DEFENDANTS’ unlawful failure to pay wages, PLAINTIFF has suffered, and

1 will continue to suffer damages in an amount that is presently unknown to him, but which
2 exceeds the jurisdictional limits of the court, and which will be ascertained according to
3 proof at trial.

4 47. PLAINTIFF seeks to recover minimum wages according to proof, interest,
5 and the assessment of all applicable statutory penalties against DEFENDANTS, in a sum as
6 provided by the Labor Code and/or other statutes. PLAINTIFF also seeks to recover
7 liquidated damages as provided by Labor Code section 1194.2, and reasonable attorneys'
8 fees and costs.

9 **SECOND CAUSE OF ACTION**

10 **FOR FAILURE TO PROVIDE MEAL PERIODS**

11 **(Lab. Code §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11050)**

12 **(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)**

13 48. PLAINTIFF repeats and re-alleges paragraphs 1 through 47, inclusive, of this
14 Complaint and they are incorporated herein by this reference.

15 49. Labor Code sections 226.7 and 512, and California Code of Regulations, title
16 8, section 11050, subdivision (11)(A) provide that an employee who works more than 5
17 hours in a day is entitled to a meal period of at least 30 minutes, and a second meal period
18 of at least 30 minutes if he or she works more than 10 hours in a workday.

19 50. Labor Code section 226.7 and California Code of Regulations, title 8, section
20 11050, subdivision (11)(B) provide that if an employer fails to provide an employee a meal
21 period in accordance with the section, the employer shall pay the employee one hour of pay
22 at the employee's regular rate of compensation for each workday that the meal period is not
23 provided.

24 51. At all times relevant hereto, PLAINTIFF worked more than five hours in a
25 workday for DEFENDANTS.

26 52. DEFENDANTS routinely failed to provide PLAINTIFF with compliant 30-
27 minute meal periods during shifts in excess of 5 hours. When meal periods were provided,
28 they were shorter in duration than 30 minutes, were interrupted, or were not provided on or

1 before the fifth hour worked. DEFENDANTS effectively maintained control over
2 PLAINTIFF during the meal periods that were provided. PLAINTIFF could not leave
3 DEFENDANTS' premises during the meal periods that were provided. On each day where
4 a compliant 30-minute meal period was not provided to PLAINTIFF, DEFENDANTS
5 failed to pay PLAINTIFF one additional hour of pay at PLAINTIFF'S regular rate of pay.

6 53. DEFENDANTS intentionally and improperly denied meal periods to
7 PLAINTIFF, in violation of Labor Code sections 226.7 and 512 and California Code of
8 Regulations, title 8, section 11050, subdivision (11)(A) and other regulations and statutes.

9 54. By virtue of the DEFENDANTS' unlawful failure to provide meal periods to
10 PLAINTIFF, PLAINTIFF has suffered and will continue to suffer damages in amounts that
11 are presently unknown to PLAINTIFF, but which exceed the jurisdictional limits of the
12 court, and which will be ascertained according to proof at trial.

13 55. PLAINTIFF is informed and believes, and based upon that information and
14 belief alleges, that DEFENDANTS purposely elected not to provide meal periods to their
15 hourly paid employees. DEFENDANTS acted intentionally, oppressively, and maliciously
16 toward PLAINTIFF with a conscious disregard of his rights, or the consequences to
17 PLAINTIFF, with the intent of depriving PLAINTIFF of property and legal rights and
18 otherwise causing PLAINTIFF injury.

19 56. PLAINTIFF seeks to recover meal-period compensation according to proof,
20 interest, and all applicable statutory penalties against DEFENDANTS, in a sum as provided
21 by the Labor Code and/or other statutes, and reasonable attorneys' fees and costs.

22 **THIRD CAUSE OF ACTION**

23 **FOR FAILURE TO PROVIDE REST PERIODS**

24 **(Lab. Code, §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11050)**

25 **(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)**

26 57. PLAINTIFF repeats and re-alleges paragraphs 1 through 56, inclusive, of this
27 Complaint and they are incorporated herein by this reference.

28 58. Labor Code section 226.7 and California Code of Regulations, title 8, section

1 11050, subdivision (12)(A) provide that employers shall authorize and permit all employees
2 to take rest periods at the rate of 10 minutes net rest time per 4 hours or major fraction
3 thereof, of work.

4 59. Labor Code section 226.7 and California Code of Regulations, title 8, section
5 11050, subdivision (12)(B) provide that if an employer fails to provide an employee with
6 rest periods in accordance with those statutes, the employer shall pay the employee one
7 hour of pay at the employee's regular rate of compensation for each workday that the rest
8 period was not provided.

9 60. The Wage Order provides a separate remedy for violations of meal-period
10 requirements and violations of rest-period requirements and section 226.7 allows recovery
11 of up to two premium payments per workday – one for each type of violation. (*United*
12 *Parcel Service, Inc. v. Superior Court* (2011) 196 Cal.App.4th 57, 69.)

13 61. At all times relevant, PLAINTIFF worked more than four hours in a workday
14 for DEFENDANTS.

15 62. At all times relevant, DEFENDANT failed to provide rest periods to
16 PLAINTIFF as required by Labor Code section 226.7 and California Code of Regulations,
17 title 8, section 11050, subdivision (12)(A).

18 63. DEFENDANTS did not provide PLAINTIFF with a 10-minute net rest period
19 for every 4 hours or major fraction thereof worked. Where rest periods were provided, they
20 were shorter in duration than 10 minutes, were interrupted, or were not provided every 4
21 hours or major fraction thereof worked. DEFENDANTS effectively maintained control
22 over PLAINTIFF during rest periods that were provided. PLAINTIFF could not leave
23 DEFENDANTS' premises during the rest periods that were provided. On each day where
24 compliant 10-minute rest periods were not provided to PLAINTIFF, DEFENDANTS failed
25 to pay PLAINTIFF one additional hour of pay at her regular rate of pay.

26 64. DEFENDANTS have intentionally and improperly denied rest periods to
27 PLAINTIFF in violation of Labor Code sections 226.7 and 512 and California Code of
28 Regulations, title 8, section 11050, subdivision (12)(A).

65. By virtue of the DEFENDANTS' unlawful failure to provide rest periods to the PLAINTIFF, PLAINTIFF has suffered and will continue to suffer damages in amounts that are presently unknown to PLAINTIFF, but which exceed the jurisdictional limits of the court, and which will be ascertained according to proof at trial.

66. PLAINTIFF is informed and believes, and based upon that information and belief alleges, that DEFENDANTS knew or should have known that PLAINTIFF was entitled to rest periods and purposely elected not to provide rest periods. DEFENDANTS acted intentionally, oppressively, and maliciously toward PLAINTIFF, with a conscious disregard of his rights or the consequences to PLAINTIFF, with the intent of depriving PLAINTIFF of property and legal rights and otherwise causing PLAINTIFF injury.

67. PLAINTIFF seeks to recover rest-period compensation according to proof, interest, and all applicable statutory penalties against DEFENDANTS, in a sum as provided by the Labor Code and/or other statutes, and reasonable attorneys' fees and costs.

FOURTH CAUSE OF ACTION
FOR FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS AND
MAINTAIN ACCURATE PAYROLL RECORDS

(Lab. Code, 226, subd. (a), 1174, subd. (d), & 1198)

(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)

68. PLAINTIFF repeats and re-alleges paragraphs 1 through 67, inclusive, of this Complaint and they are incorporated herein by this reference.

69. Labor Code section 226, subdivision (a) requires employers to provide non-exempt employees with detailed and accurate wage statements (*i.e.* “pay stubs”).

Specifically, the statute provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,

except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3)) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee and, beginning July 1, 2013, if the employer is a temporary services employer as defined in Section 201.3, the rate of pay and total hours worked for each temporary services assignment.

70. Labor Code section 226, subdivision (e) provides that for each violation of subdivision (a), an employee is entitled to recover the greater of all actual damages or minimum statutory damages of \$50 for the initial pay period in which a violation occurs and \$100 for each subsequent violation, up to a maximum of \$4,000.

71. Labor Code section 1174, subdivision (d) provides, "Every person employing labor in this state shall...[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this

1 purpose by the commission, but in any case shall be kept on file for not less
2 than three years.”

3 72. Labor Code section 1174.5 provides that employers are subject to a \$500
4 civil penalty if they fail to maintain accurate and complete records as required by section
5 1174, subdivision (d).

6 73. DEFENDANTS intentionally failed to furnish to PLAINTIFF, upon the
7 payment of wages, itemized wage statements in conformity with Labor Code section 226.
8 The wage statements failed to accurately reflect PLAINTIFFS’ hours worked, including
9 minimum wages, missed meal periods, missed rest periods, and failed to state the correct
10 rate of pay.

11 74. PLAINTIFF was damaged by these failures because, among other things, the
12 failures led PLAINTIFF to believe that he was not entitled to be paid for all hours worked
13 even though he was so entitled, and because these failures hindered PLAINTIFF from
14 determining the amounts of wages owed to him.

15 75. PLAINTIFF is also informed and believes, and based upon that information
16 and belief alleges, that DEFENDANTS willfully failed to maintain accurate payroll records
17 showing the daily hours PLAINTIFF worked and the wages that should have been paid as a
18 result of failing to record hours that PLAINTIFF worked, as well as PLAINTIFF’s missed
19 meal periods and rest periods.

20 76. PLAINTIFF seeks to recover damages, penalties, and interest under Labor
21 Code sections 226, 1174, and 1198, and reasonable attorneys’ fees and costs.

22 **FIFTH CAUSE OF ACTION**

23 **FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**

24 **(Lab. Code, §§ 2800 & 2802)**

25 **(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)**

26 77. PLAINTIFF repeats and re-alleges paragraphs 1 through 76, inclusive, of this
27 Complaint and they are incorporated herein by this reference.

28 78. Labor Code sections 2800 and 2802 provide that an employer must reimburse

1 employees for all necessary expenditures incurred in an employee's course and scope of
2 employment.

3 79. PLAINTIFF incurred necessary business-related expenses and costs that were
4 not fully reimbursed by DEFENDANTS.

5 80. Necessary unreimbursed business-related expenses included, but were not
6 limited to, bartending supplies such as limes, bar maintenance supplies such as pipes and
7 pipe fittings, and personal vehicle mileage. DEFENDANTS required PLAINTIFF to use his
8 personal vehicle to run errands and pick up supplies for DEFENDANTS' bar.

9 81. DEFENDANTS intentionally and willfully failed to fully reimburse
10 PLAINTIFF for necessary business-related expenses and costs in violation of Labor Code
11 sections 2800 and 2802.

12 82. Under Labor Code sections 2800 and 2802, PLAINTIFF seeks to recover his
13 business-related expenses incurred during the course and scope of his employment with
14 DEFENDANTS, plus interest and penalties. PLAINTIFF also seeks reasonable attorneys'
15 fees and costs.

16 **SIXTH CAUSE OF ACTION**

17 **CONVERSION - IMPROPER RECEIPT AND DISTRIBUTION OF GRATUITIES**

18 **[Lab. Code, § 351]**

19 **(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)**

20 83. PLAINTIFF repeats and re-alleges paragraphs 1 through 82, inclusive, of this
21 Complaint and they are incorporated herein by this reference.

22 84. Labor Code section 351 states, "No employer or agent shall collect, take, or
23 receive any gratuity or a part thereof that is paid, given to, or left for an employee by a patron,
24 or deduct any amount from wages due an employee on account of a gratuity, or require an
25 employee to credit the amount, or any part thereof, of a gratuity against and as a part of the
26 wages due the employee from the employer. Every gratuity is hereby declared to be the sole
27 property of the employee or employees to whom it was paid, given, or left for."

28 85. Upon information and belief, DEFENDANTS failed to properly account for

1 and distribute tips paid to PLAINTIFF and other aggrieved employees. Without
2 PLAINTIFF’S consent, DEFENDANTS’ accountant failed to utilize PLAINTIFF’S and
3 other aggrieved employees’ “tip sheets” to calculate tip distributions from the tip-pool
4 implemented by DEFENDANTS. DEFENDANTS’ accountant instead relied on a formula
5 based on tips received by DEFENDANTS and hours worked by PLAINTIFF.

6 86. Upon information and belief, DEFENDANTS tip-pooling policy also allowed
7 for managers to take gratuities left by DEFENDANTS’ customers for PLAINTIFF, without
8 PLAINTIFF’s consent.

9 87. As such, DEFENDANTS’ tip pooling policy was in direct violation of Labor
10 Code section 351.

11 88. Therefore, PLAINTIFF seeks all remedies available for violations of Labor
12 Code section 351.

13 **SEVENTH CAUSE OF ACTION**

14 **FAILURE TO PROVIDE ADEQUATE SEATING**

15 **[Lab. Code, § 1198; Cal. Code Regs., tit. 8, § 11050, subd. (14)]**

16 **(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)**

17 89. PLAINTIFF repeats and re-alleges paragraphs 1 through 88, inclusive, of this
18 Complaint and they are incorporated herein by this reference.

19 90. Labor Code section 1198 makes it illegal to employ an employee under
20 conditions of labor that are prohibited by the applicable wage order.

21 91. Labor Code section 1198 provides in relevant part, “[T]he standard conditions of
22 labor fixed by the commission shall be the...standard conditions of labor for employees. The
23 employment of any employee...under conditions of labor prohibited by the order is unlawful.”

24 92. California Code of Regulations, title 8, section 11050, subdivision (14)(A)
25 provides, “All working employees shall be provided with suitable seats when the nature of the
26 work reasonably permits the use of seats.”

27 93. California Code of Regulations, title 8, section 11050, subdivision (14)(B)
28 provides, “When employees are not engaged in the active duties of their employment and the

1 nature of the work requires standing, an adequate number of suitable seats shall be placed in
2 reasonable proximity to the work area and employees shall be permitted to use such seats when
3 it does not interfere with the performance of their duties.”

4 94. DEFENDANTS violated Labor Code section 1198 and California Code of
5 Regulations, title 8, section 11050, subdivision (14) because DEFENDANTS did not provide
6 PLAINTIFF with an adequate number of suitable seats in reasonable proximity to the work area
7 that could be used when the seats would not interfere with the performance of his job duties.
8 PLAINTIFF who was otherwise required to work standing at all times, was forced to continue
9 to stand during times when he was not engaged in the active duties of his employment.
10 DEFENDANTS’ “break room” was an office with a single chair. Additionally, PLAINTIFF
11 spent substantial parts of his workdays behind cash registers or Point of Sale systems, regardless
12 of his actual job title or description. The nature of the work of an employee performing cashier
13 duties can reasonably be accomplished from a seated position. However, DEFENDANTS did
14 not provide seats or stools at or near each cash register or Point of Sale System forcing
15 PLAINTIFF to stand throughout his work shifts.

16 95. PLAINTIFF seeks all remedies available for violations of Labor Code section
17 1198 and California Code of Regulations, title 8, section 11050, subdivision (14).

18 **EIGHTH CAUSE OF ACTION**
19 **FOR FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT**

20 **(Lab. Code, § 203)**

21 **(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)**

22 96. PLAINTIFF repeats and re-alleges paragraphs 1 through 95, inclusive, of this
23 Complaint and they are incorporated herein by this reference.

24 97. Labor Code section 201, subdivision (a) provides that a discharged
25 employee’s unpaid wages are due and payable immediately.

26 98. Labor Code section 203, subdivision (a) provides, “If an employer willfully
27 fails to pay, without abatement or reduction, in accordance with Sections [201 and 202],
28 any wages of an employee who is discharged or who quits, the wages of the employee shall

1 continue as a penalty from the due date thereof at the same rate until paid or until an action
2 therefore is commenced; but the wages shall not continue for more than 30 days.”

3 99. DEFENDANTS discharged PLAINTIFF from his employment within the
4 applicable statute of limitations.

5 100. DEFENDANTS willfully failed to pay PLAINTIFF the wages due to him—
6 without abatement or reduction.

7 101. Under Labor Code section 203, PLAINTIFF is entitled to one day’s wages
8 for each day he was not timely paid all wages due, up to a maximum of 30 days’ wages.

9 102. Because DEFENDANTS failed to pay minimum wages owed, meal period
10 wages owed, and rest period wages owed, PLAINTIFF seeks to recover 30 days’ wages and
11 applicable penalties. PLAINTIFF also seeks reasonable attorneys’ fees and costs.

12 **NINTH CAUSE OF ACTION**

13 **FOR VIOLATION OF CALIFORNIA LABOR CODE SECTION 558**

14 **(Lab. Code, § 558)**

15 **(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)**

16 103. PLAINTIFF re-alleges paragraphs 1 through 102, inclusive, of this
17 Complaint and they are incorporated herein by this reference.

18 104. Labor Code section 558, subdivision (a) provides, “Any employer or other
19 person acting on behalf of an employer who violates, or causes to be violated, a section of
20 this chapter or any provision regulating hours and days of work in any order of the
21 Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any
22 initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for
23 which the employee was underpaid in addition to an amount sufficient to recover underpaid
24 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
25 employee for each pay period for which the employee was underpaid in addition to an
26 amount sufficient to recover underpaid wages.” Section 558, subdivision (d) provides, “The
27 civil penalties provided for in this section are in addition to any other civil or criminal
28 penalty provided by law.”

1 105. At all relevant times, DEFENDANTS violated the rights of PLAINTIFF by
2 violating various sections of the Labor Code. PLAINTIFF seeks the remedies set forth in
3 Labor Code section 558, and reasonable attorneys' fees and costs.

4 **TENTH CAUSE OF ACTION**

5 **FOR UNFAIR COMPETITION**

6 **(Bus. & Prof. Code, § 17200 et seq.)**

7 **(By PLAINTIFF, on his own behalf, and against all DEFENDANTS)**

8 106. PLAINTIFF repeats and re-alleges paragraphs 1 through 105, inclusive, of
9 this Complaint and they are incorporated herein by this reference.

10 107. Each of the DEFENDANTS are a "person" as that term is defined under
11 Business and Professions Code section 17021.

12 108. Business and Professions Code section 17200 defines unfair competition as
13 any unlawful, unfair, or fraudulent business act or practice. At all relevant times, by and
14 through the conduct described herein, DEFENDANTS have engaged in unfair and unlawful
15 practices by, among other violations, failing to pay minimum wages to PLAINTIFF, failing
16 to provide compliant meal periods to PLAINTIFF, failing to provide compliant rest periods
17 to PLAINTIFF, failing to provide accurate wage statements to PLAINTIFF, failing to
18 provide reimbursement of necessary business expenses to PLAINTIFF, failing to properly
19 receive and distribute gratuities left to PLAINTIFF by DEFENDANTS' customers, failing
20 to provide adequate seating to PLAINTIFF, and failing to provide wages due upon
21 termination of employment to PLAINTIFF, under the applicable Labor Code and Industrial
22 Welfare Commission requirements in violation of Business and Professions Code section
23 17200 et seq., and have thereby deprived PLAINTIFF of fundamental rights and privileges.

24 109. By and through the unfair and unlawful business practices described herein,
25 DEFENDANTS have obtained valuable property, money, and services from PLAINTIFF
26 and have deprived him of valuable rights and benefits guaranteed by law, all to the
27 detriment of PLAINTIFF.

28 110. All the acts described herein are violations of, among other things, the Labor

1 Code and Industrial Welfare Commission Wage Order 5; are unlawful and in violation of
2 public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and
3 thereby constitute unfair and unlawful business practices in violation of Business and
4 Professions Code section 17200 et seq.

5 111. PLAINTIFF is entitled to and seeks such relief as may be necessary to
6 restore to them the money and property that DEFENDANTS have acquired, or of which
7 PLAINTIFF has been deprived by means of the above-described unfair and unlawful
8 business practices.

9 112. PLAINTIFF is further entitled to seek a declaration that the above-described
10 business practices are unfair and unlawful and that an injunctive relief should be issued
11 restraining DEFENDANTS from engaging in any of the above-described unfair and
12 unlawful business practices in the future.

13 113. PLAINTIFF has no plain, speedy, and/or adequate remedy at law to redress
14 the injuries that he has suffered as a consequence of DEFENDANTS' unfair and unlawful
15 business practices. As a result of the unfair and unlawful business practices described
16 above, PLAINTIFF has suffered and will continue to suffer irreparable harm unless
17 DEFENDANTS are restrained from continuing to engage in these unfair and unlawful
18 business practices. In addition, DEFENDANTS should be required to disgorge the unpaid
19 moneys to PLAINTIFF.

20 **ELEVENTH CAUSE OF ACTION**

21 **FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT**

22 **(Lab. Code, § 2698 et seq.)**

23 **(By PLAINTIFF, On His Own Behalf, and As a Private Attorneys General for All**
24 **Aggrieved Employees, and Against All Defendants)**

25 114. PLAINTIFF repeats and re-alleges paragraphs 1 through 113, inclusive, of this
26 Complaint and they are incorporated herein by this reference.

27 115. Labor Code sections 2698-2699, the Private Attorneys General Act of 2004
28 expressly establishes that any provision of the Labor Code that provides for a civil penalty to be

1 assessed and collected by the Labor and Workforce Development Agency (“LWDA”), or any of
2 its departments, divisions, commissions, boards, agencies or employees for a violation of the
3 Labor Code, may be recovered through a civil action brought by an aggrieved employee on
4 behalf of himself or herself, and other current or former employees.

5 116. Whenever the LWDA, or any of its departments, divisions, commissions, boards,
6 agencies, or employees has discretion to assess a civil penalty, a court in a civil action is
7 authorized to exercise the same discretion, subject to the same limitations and conditions, to
8 assess a civil penalty.

9 117. PLAINTIFF and all persons employed by DEFENDANTS as hourly paid
10 employees, or misclassified employees, are “aggrieved employees” as defined by Labor Code
11 section 2699 in that they are all current or former employees of DEFENDANTS, and one or
12 more of the alleged violations was committed against them.

13 118. PLAINTIFF asserts all of his claims in this Complaint on his own behalf and on
14 behalf of all aggrieved employees in his capacity as a Private Attorney General and seeks all
15 statutory penalties available under Labor Code sections 2698-2699.

16 119. On On December 28, 2022, PLAINTIFF gave written notice by certified mail to
17 AVIGNONE’S 7117, LLC’s agent for service of process, and by Certified Mail to JORDAN A.
18 NEDEFF, TAMMI JEAN CHASE, MICHAEL DAVID WRIGHT, JASON CASE FILARDI,
19 and PETER ANDREW FILARDI of the specific code provisions alleged to have been violated,
20 as required by Labor Code section 2699.3. On the same date, PLAINTIFF submitted a “PAGA
21 Claim Notice” to the LWDA through its online portal. PLAINTIFF’s PAGA Notice Letter and
22 LWDA Claim Submissions indicated that he, “as an aggrieved employee, on his own behalf and
23 on behalf of other aggrieved employees of Avignone’s 7117, LLC, Jordan A. Nedeff, Tammi
24 Jean Chase, Michael David Wright, Jason Case Filardi, Peter Andrew Filardi, and any other
25 affiliated entity (collectively referred to herein as “**Avignone’s**”), intends to avail himself of the
26 protections granted by the California Labor Code Private Attorney General Act of 2004 (“the
27 Act”) (Lab. Code, § 2698 et seq.).” The statutory waiting period for PLAINTIFF to add these
28 allegations to the Complaint has expired. As a result, pursuant to Labor Code section 2699.3,

1 PLAINTIFF, on behalf of himself and all aggrieved employees, may now commence a
2 representative civil action under Labor Code section 2699 as the proxy of the State of
3 California.

4 120. DEFENDANTS' conduct, as alleged herein, violates numerous sections of the
5 Labor Code, including, but not limited to, the following:

- 6 A. Violations of Labor Code sections 1182.12, 1194, 1194.2, 1197, 1197.1, and
7 1198 and California Code of Regulations, title 8, section 11050 for
8 DEFENDANTS' failure to pay minimum wages and liquidated damages to
9 PLAINTIFF, and other aggrieved employees;
- 10 B. Violations of Labor Code sections 226.7, 512, and 516, 1198, and California Code of
11 Regulations, title 8, section 11050 for DEFENDANTS' failure to provide meal
12 periods to PLAINTIFF, and other aggrieved employees;
- 13 C. Violations of Labor Code sections 226.7, 512, 516, and 1198, and California Code
14 of Regulations, title 8, section 11050 for DEFENDANTS' failure to provide rest
15 periods to PLAINTIFF, and other aggrieved employees;
- 16 D. Violations of Labor Code sections 226, subdivision (a), 1174, subdivision (d), and
17 1198 for DEFENDANTS' failure to provide accurate itemized wage statements to
18 PLAINTIFF, and other aggrieved employees and to maintain accurate payroll
19 records for PLAINTIFF and other aggrieved employees;
- 20 E. Violations of Labor Code sections 2800 and 2802 for DEFENDANTS' failure to
21 reimburse business expenses to PLAINTIFF, and other aggrieved employees;
- 22 F. Violations of Labor Code section 351 for DEFENDANTS' failure to properly
23 receive and distribute gratuities to PLAINTIFF, and other aggrieved employees;
- 24 G. Violations of Labor Code section 1198 and California Code of Regulations, title 8,
25 section 11050 for DEFENDANTS' failure to provide adequate seating to
26 PLAINTIFF, and other aggrieved employees; and,
- 27 H. Violations of Labor Code sections 201, 202, and 203 for DEFENDANTS' failure to
28 timely pay wages to PLAINTIFF, and other aggrieved employees;

121. PLAINTIFF therefore, on his own behalf and on behalf of all aggrieved employees, can and hereby does seeks recovery of all civil penalties as prescribed by Labor Code sections the Private Attorneys General Act of 2004, as the representative of the State of California, for the illegal conduct perpetrated on PLAINTIFF and all aggrieved employees by DEFENDANTS.

PRAYER

WHEREFORE, PLAINTIFF, individually, prays for judgment against each Defendant, jointly and severally, as follows:

1. ON THE FIRST CAUSE OF ACTION:

- (a) For minimum wage compensation, split shift premium wage compensation, and liquidated damages;
- (b) For an award of interest, including prejudgment interest at the legal rate; and,
- (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

2. ON THE SECOND, THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, AND EIGHTH, CAUSES OF ACTION:

- (a) For compensatory damages, including lost wages;
- (b) For an award of interest, including prejudgment interest at the legal rate; and,
- (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

3. ON THE NINTH CAUSE OF ACTION:

- (a) For statutory penalties, interest, costs of suit and attorneys' fees.

4. ON THE TENTH CAUSE OF ACTION:

- (a) For restitution and disgorgement;
- (b) For injunctive relief ordering the continuing unfair business acts and practices to cease, or as the Court otherwise deems just and proper; and,
- (c) For other injunctive relief ordering DEFENDANTS to notify Plaintiff that he has not been paid the proper amounts required in accordance with

California law.

5. ON THE ELEVENTH CAUSE OF ACTION:

(a) That the Court declare, adjudge and decree that DEFENDANTS violated the following Labor Code provisions as to PLAINTIFF and/or other aggrieved employees:

1. Labor Code sections 1182.12, 1194; 1194.2; 1197; 1197.1; and 1198 and California Code of Regulations, title 8, section 11050 for DEFENDANTS' failure to pay minimum wages and liquidated damages to PLAINTIFF, and other aggrieved employees;
2. Labor Code sections 226.7 and 512, 516, and California Code of Regulations, title 8, section 11050 for DEFENDANTS' failure to provide meal periods to PLAINTIFF, and other aggrieved employees;
3. Labor Code sections 226.7 and 512, 516, and California Code of Regulations, title 8, section 11050 for DEFENDANTS' failure to provide rest periods to PLAINTIFF, and other aggrieved employees;
4. Labor Code sections 226, subdivision (a), 1174, subdivision (d), and 1198 for DEFENDANTS' failure to provide accurate itemized wage statements to PLAINTIFF, and other aggrieved employees and to maintain accurate payroll records for PLAINTIFF and other aggrieved employees;
5. Labor Code sections 2800 and 2802 for DEFENDANTS' failure to reimburse business expenses to PLAINTIFF and other aggrieved employees;

6. Labor Code section 351 for DEFENDANTS' failure to properly receive and distribute gratuities to PLAINTIFF, and other aggrieved employees;
7. Labor Code section 1198 and California Code of Regulations, title 8, section 11050 for DEFENDANTS' failure to provide adequate seating to PLAINTIFF, and other aggrieved employees; and,
8. Labor Code sections 201, 202, 203 for DEFENDANTS' failure to timely pay wages to PLAINTIFF, and other aggrieved employees,

- (b) For civil penalties pursuant to Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and/or 2699, subdivisions (a), (f) and (g), for violations of Labor Code sections 201, 202, 203, 226, 226.7, 351, 512, 516, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802;
- (c) For attorneys' fees and costs pursuant to California Labor Code section 2699, subdivision (g)(1), and any and all other relevant statutes, for Defendant's violations of Labor Code sections 201, 202, 203, 226, 226.7, 351, 512, 516, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802;
- (d) For pre-judgment and post-judgment interest as provided by law; and For such other and further relief as the Court may deem equitable and appropriate.

6. ON ALL CAUSES OF ACTION:

- (a) For reasonable attorneys' fees;
- (b) For costs of suit;
- (c) For prejudgment interest; and,
- (d) For other and further relief their court deems just and proper.

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Dated: March 6, 2023

LAW OFFICES OF DAVID R. GREIFINGER

By: 
DAVID R. GREIFINGER
CALVIN A. MARSHALL
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: March 6, 2023

LAW OFFICES OF DAVID R. GREIFINGER

By: 
DAVID R. GREIFINGER
CALVIN A. MARSHALL
Attorneys for Plaintiff