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Attorneys for Plaintiff KIARA HASTINGS,
as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

KIARA HASTINGS, as an Aggrieved
Employee, and on behalf of all other Aggrieved
Employees under the Labor Code Private
Attorneys' General Act of 2004,

Plaintiff

v.

ATLANTA RESTAURANT PARTNERS,
LLC., a Georgia limited liability company
doing business as Barney's Beanery;
JACKMONT HOSPITALITY, INC., a Georgia
corporation; SOCAL CONCESSIONS LLC, a
Georgia limited liability company; CHICKEN
AND BEER, LLC, a Georgia limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: **26STCV09999**

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

[Amount in Controversy Greater Than
\$35,000.00]

1
2 Plaintiff KIARA HASTINGS (“Plaintiff”), as an Aggrieved Employee, and on behalf of all
3 other Aggrieved Employees under the Labor Code Private Attorneys’ General Act of 2004, alleges
4 as follows:

5 **INTRODUCTION**

6 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
7 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against ATLANTA
8 RESTAURANT PARTNERS, LLC., a Georgia limited liability company doing business as
9 Barney’s Beanery, and any of its respective subsidiaries or affiliated companies within the State of
10 California (“ATLANTA RESTAURANT PARTNERS”); JACKMONT HOSPITALITY, INC., a
11 Georgia corporation, and any of its respective subsidiaries or affiliated companies within the State
12 of California (“JACKMONT HOSPITALITY”); SOCAL CONCESSIONS LLC, a Georgia limited
13 liability company, and any of its respective subsidiaries or affiliated companies within the State of
14 California (“SOCAL CONCESSIONS”); CHICKEN AND BEER, LLC, a Georgia limited liability
15 company, and any of its respective subsidiaries or affiliated companies within the State of California
16 (“CHICKEN AND BEER”). (ATLANTA RESTAURANT PARTNERS, JACKMONT
17 HOSPITALITY, SOCAL CONCESSIONS, and CHICKEN AND BEER hereinafter, collectively,
18 with DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the Labor and
19 Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and
20 all Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically, in
21 connection with any alleged claims for failure to comply with Labor Code sections 201, 202, 203,
22 204, 210, 221, 223, 226, 226.3, 227.3, 245, 246, 351, 353, 432.5, 1198, 1198.5, 2800, 2802, and
23 applicable Wage Orders, Plaintiff seeks to represent all current and former employees that worked
24 for Defendants during the PAGA Period. On all other claims mentioned herein, Plaintiff seeks to
25 represent only non-exempt current and former employees that worked for Defendants during the
26 PAGA Period. Collectively, these employees are herein referred to as “Aggrieved Employees.” The
27 “PAGA Period” refers to three years preceding the date notice was submitted to the LWDA,
28 continuing past the date of notice to the LWDA into perpetuity.

1
2 **PARTIES**

3 2. Plaintiff KIARA HASTINGS 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 serving tables, processing transactions, cleaning, and restocking supplies as needed. Plaintiff is
7 informed and believes, and based thereon alleges, that Plaintiff KIARA HASTINGS worked for
8 Defendants from approximately May of 2017 through approximately February of 2025.

9 3. Plaintiff is informed and believes and based thereon alleges that defendant
10 ATLANTA RESTAURANT PARTNERS is, and at all times relevant hereto was, a limited liability
11 company organized and existing under and by virtue of the laws of the State of Georgia and doing
12 business in the County of Los Angeles, State of California. At all relevant times herein, ATLANTA
13 RESTAURANT PARTNERS employed Plaintiff and Aggrieved Employees within the State of
14 California.

15 4. Plaintiff is informed and believes and based thereon alleges that defendant
16 JACKMONT HOSPITALITY is, and at all times relevant hereto was, a corporation organized and
17 existing under and by virtue of the laws of the State of Georgia and doing business in the County of
18 Los Angeles, State of California. At all relevant times herein, JACKMONT HOSPITALITY
19 employed Plaintiff and Aggrieved Employees within the State of California.

20 5. Plaintiff is informed and believes and based thereon alleges that defendant SOCAL
21 CONCESSIONS is, and at all times relevant hereto was, a limited liability company organized and
22 existing under and by virtue of the laws of the State of Georgia and doing business in the County of
23 Los Angeles, State of California. At all relevant times herein, SOCAL CONCESSIONS employed
24 Plaintiff and Aggrieved Employees within the State of California.

25 6. Plaintiff is informed and believes and based thereon alleges that defendant
26 CHICKEN AND BEER is, and at all times relevant hereto was, a limited liability company
27 organized and existing under and by virtue of the laws of the State of Georgia and doing business
28 in the County of Los Angeles, State of California. At all relevant times herein, CHICKEN AND

1 BEER employed Plaintiff and Aggrieved Employees within the State of California.

2 7. The true names and capacities, whether individual, corporate, associate, or otherwise,
3 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
4 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
5 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
6 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
7 Plaintiff will seek leave of court to amend this complaint to reflect the true names and capacities of
8 the defendants designated hereinafter as DOES when such identities become known.

9 **JOINT LIABILITY ALLEGATIONS**

10 8. Plaintiff is informed and believes, and based thereon alleges, that each defendant
11 acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint
12 scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are
13 legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made
14 to "Defendants," it shall include ATLANTA RESTAURANT PARTNERS, JACKMONT
15 HOSPITALITY, SOCAL CONCESSIONS, and CHICKEN AND BEER, and any of their parent,
16 subsidiary, or affiliated companies within the State of California, as well as DOES 1 through 100
17 identified herein.

18 9. Plaintiff is informed and believes and based thereon alleges that all the times
19 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
20 representative, joint venture or co-conspirator of each of the other defendants, either actually or
21 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
22 employment, joint venture, and conspiracy.

23 10. All of the acts and conduct described herein of each and every corporate defendant
24 was duly authorized, ordered, and directed by the respective and collective defendant corporate
25 employers, and the officers and management-level employees of said corporate employers. In
26 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
27 their said employees, agents, and representatives, and each of them; and upon completion of the
28 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant

1 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
2 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
3 aforementioned corporate employees, agents and representatives.

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

6 **JURISDICTION**

7 12. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
8 of Civil Procedure section 410.10.

9 13. Venue is proper in Los Angeles County, California pursuant to Code of Civil
10 Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the
11 causes of action complained of herein arose; the county in which the employment relationship
12 began; the county in which performance of the employment contract, or part of it, between Plaintiff
13 and Defendants was due to be performed; the county in which the employment contract, or part of
14 it, between Plaintiff and Defendants was actually performed; and the county in which Defendants,
15 or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff
16 and Aggrieved Employees in Los Angeles County, and Defendants employ Aggrieved Employees
17 in Los Angeles County.

18 **PAGA REPRESENTATIVE ALLEGATIONS**

19 14. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by
20 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even
21 if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to
22 recover civil penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiff and all
23 other Aggrieved Employees of Defendants during the PAGA Period.

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

28 16. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees

1 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
2 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
3 PAGA Period.

4 17. Pursuant to Labor Code section 2699.3, on or around July 28, 2025, Plaintiff
5 provided written notice of Defendants' violation of various provisions of the Labor Code to the
6 LWDA online and by certified mail, with return receipt requested, to Defendants ("PAGA Notice").

7 18. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
8 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
9 calendar days of the PAGA Notice.

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

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

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

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

28 23. In the event, the LWDA and/or a court issued a finding or determination to the

1 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
2 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
3 any of them, would be subject to heightened penalties pursuant to Labor Code sections
4 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
5 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
6 of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations
7 as detailed herein was and is malicious, fraudulent, and/or oppressive. Thus, Defendants, or any of
8 them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack
9 eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

10 **FACTUAL ALLEGATIONS**

11 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew,
12 or should have known, that Plaintiff and Aggrieved Employees are entitled to receive wages for all
13 time worked, including regular, overtime, and double times wages, and that Plaintiff and Aggrieved
14 Employees were not receiving all wages owed for work that was required to be performed.

15 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
16 and have a policy or practice of requiring Plaintiff and other Aggrieved Employees to work more
17 than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a
18 workweek (in violation of Labor Code sections 551 and 552) without paying them proper overtime
19 wages.

20 26. Upon information and belief, Defendants failed to accurately track and/or pay for all
21 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
22 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
23 including, without limitation, by requiring Plaintiff and Aggrieved Employees to come early to work
24 and leave late for work without being able to clock in for all that time, and to complete pre-shift
25 tasks before clocking in and post-shift tasks after clocking out. Plaintiff is informed and believes,
26 and based thereon alleges, that Defendants violated, without limitation, Labor Code sections 223,
27 510, 551, 552, 1197, 1182.12, and applicable Wage Orders based on its continued failure to pay
28 minimum and overtime wages for all hours worked. Thus, Plaintiff and other Aggrieved Employees

1 are entitled to actual and liquidated damages under, without limitation, Labor Code sections 1194,
2 1194.2, and 1198. Plaintiff is further informed and believes, and based thereon alleges, that
3 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
4 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections 210
5 (for failure to timely pay these wages), 558, 1197.1, 1198 and 2699, or injunctive relief under
6 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
7 Labor Code section 2699(f)(2)(B)(ii).

8 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
9 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
10 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per
11 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
12 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
13 Aggrieved Employees lawful meal periods by, without limitation, by interrupting meal periods; not
14 providing timely meal periods; failing to provide first and second meal periods; providing short
15 meal periods, including without limitation, meal periods that were recorded for less than thirty
16 minutes, and meal periods that may appear on the record to be thirty minutes or longer but in
17 practice were shorter than thirty minutes. Notably, Defendant failed to pay Plaintiff premiums for
18 meal break violations. Plaintiff and other Aggrieved Employees personally suffered these violations.
19 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 violated Labor Code sections 512 and 1198 each day for each Aggrieved Employee during the
21 PAGA Period, and thus each Aggrieved Employee was owed one hour of premium pay at their
22 regular rate of pay for each day worked during the PAGA Period under Labor Code section 226.7.
23 However, Plaintiff is informed and believes that those premium payments under Labor Code section
24 226.7 were not made for these non-compliant meal periods, either at all or at the proper regular rate
25 of pay. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210 (for
26 failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of
27 compliant meal periods and for failing to provide premium pay under Labor Code section 226.7, or
28 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,

1 and based thereon alleges, that Defendants' conduct that gave rise to such violations and was
2 malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties
3 pursuant to Labor Code section 2699(f)(2)(B)(ii).

4 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
6 including, without limitation, work over four-hour periods (or major fractions thereof) without
7 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
8 and complete ten-minute rest periods in which the employees are completely relieved of all of their
9 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
10 rest periods by, without limitation, by failing to provide rest periods altogether. Notably, Defendant
11 failed to pay Plaintiff premiums for rest break violations. Notably, Defendant failed to pay Plaintiff
12 premiums for rest break violations. Plaintiff and other Aggrieved Employees personally suffered
13 these violations. Consequently, Plaintiff is informed and believes, and based thereon alleges, that
14 Defendants violated the applicable Wage Order(s) each day for each Aggrieved Employee during
15 the PAGA Period, and that, thus each Aggrieved Employee was owed one hour of premium pay at
16 their regular rate of pay for each day worked during the PAGA Period under Labor Code section
17 226.7. However, Plaintiff is informed and believes that those premium payments under Labor Code
18 section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper
19 regular rate of pay, in violation of Labor Code sections 226.7 and 1198. Defendants would thus be
20 liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages),
21 558, 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing
22 to provide premium pay under Labor Code section 226.7, or injunctive relief under sections
23 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that
24 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
25 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
26 2699(f)(2)(B)(ii).

27 29. As a result of, among other things, Defendants' herein-described policy or practice
28 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide

1 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
2 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
3 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
4 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
5 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
6 inclusive dates of the period for which the employee is paid; the name of the employee and only the
7 last four digits of their social security number or an employee identification number other than a
8 social security number; all deductions; all applicable hourly rates in effect during the pay period and
9 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
10 address of the employer, and other such information as required by Labor Code section 226,
11 subdivision (a). Specifically, Defendants intentionally failed to furnish employees with itemized
12 wage statements that accurately reflect the hours worked by Plaintiff and other Aggrieved
13 Employees and the rates of pay at which they were or should have been paid, thus resulting in a
14 failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, Plaintiff
15 is informed and believes, and based thereon alleges, that Defendants violated Labor Code sections
16 226, and 1198 each day for each Aggrieved Employee during the PAGA Period, and that, thus
17 Plaintiff and each Aggrieved Employee personally suffered these violations and was owed penalties
18 under Labor Code section 226 for each pay period worked during the PAGA Period. Plaintiff is
19 informed and believes that those penalties under Labor Code section 226 were not paid for these
20 violations of Labor Code section 226. Defendants would thus be liable for civil penalties pursuant
21 to Labor Code sections 226.3, 558, 1198, and 2699, or injunctive relief under sections 2699(e)(1)
22 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
23 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. Thus,
24 Defendants would further be liable for civil penalties pursuant to Labor Code section
25 2699(f)(2)(B)(ii).

26 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
27 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
28 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,

1 failing to pay all overtime wages owed; all minimum wages; and all premium pay owed; and all
2 paid sick leave, vacation pay and paid time off, as set forth above, among other things.
3 Consequently, Plaintiff is informed and believes, and based thereon alleges, that Defendants
4 violated Labor Code sections 201, 202 203, and 1198 each pay period for each Aggrieved Employee
5 during the PAGA Period, and thus Plaintiff and each Aggrieved Employee personally suffered these
6 violations and was owed penalties under Labor Code section 203 for each pay period worked during
7 the PAGA Period. However, Plaintiff is informed and believes that those penalties under Labor
8 Code section 203 were not made for these violations of Labor Code sections 201, 202, and 203.
9 Defendants would thus be liable for civil penalties pursuant to Labor Code sections 558, 1198 and
10 2699, or injunctive relief under sections 2699(e)(1) and 2699(j). Plaintiff is further informed and
11 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
12 was malicious, fraudulent, or oppressive. As such, Defendants would further be liable for civil
13 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 31. Plaintiff is informed and believes, and based thereon alleges that Defendants also
15 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
16 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for the laundering of
17 mandatory uniforms; and the purchase and maintenance of cellular phones and cellular phone plans,
18 as Plaintiff was required to use an app on her cellphone to track hours worked, in direct consequence
19 of the discharge of their duties, or of their obedience to the directions of Defendants, as required by
20 Labor Code sections 1198, 2800, 2802, and other statutory and common law offenses. As a result,
21 Plaintiff and other Aggrieved Employees have personally suffered these violations and Defendants
22 are liable to reimburse Plaintiff and other Aggrieved Employees for these costs incurred in
23 furtherance of work duties. Defendants would thus be liable for civil penalties pursuant to Labor
24 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
25 Plaintiff is further informed and believes, and based thereon alleges, that Defendants' conduct above
26 gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Defendants
27 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
2 and have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid
3 time off and vacation time owed upon separation of employment as wages at their final rate of pay
4 in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Plaintiff and other
5 Aggrieved Employees have personally suffered these violations and Defendants would be liable for
6 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
7 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and
8 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
9 was malicious, fraudulent, or oppressive. Therefore, Defendants would further be liable for civil
10 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

11 33. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
12 have a policy or practice of failing to pay Aggrieved Employees their wages in accordance with
13 Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days,
14 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
15 which the labor was performed, and labor performed between the 16th and the last day, inclusive of
16 any calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
17 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
18 and other Aggrieved Employees all wages owed every day and every workweek in accordance with
19 Labor Code sections 204 and 1198. Plaintiff is informed and believes, and based thereon alleges,
20 that Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees
21 have personally suffered these violations. As such, Defendants would be liable for civil penalties
22 pursuant to Labor Code sections 210, 558, 1198 and 2699, or injunctive relief under sections
23 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges, that
24 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
25 oppressive. Therefore, Defendants would further be liable for civil penalties pursuant to Labor Code
26 section 2699(f)(2)(B)(ii).

27 34. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
28 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with

1 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
2 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
3 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
4 the sick pay was not provided at the proper regular of pay as required under California law due to
5 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
6 Defendants also did not permit its use upon request by Defendants and other Aggrieved Employees
7 as contemplated under California and local laws, including, without limitation, under Labor Code
8 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
9 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of
10 Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory payroll or workplace
11 injury reporting. Plaintiff is thus informed and believes that Defendants violated these Labor Code
12 sections, as well as Labor Code section 1198. As such, Plaintiff and other Aggrieved Employees
13 have personally suffered violations under these sections and Defendants would be liable for civil
14 penalties for violation of the paid sick leave regulations under Labor Code sections 1198 and 2699,
15 as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.
16 Plaintiff further informed and believes, and based thereon alleges, that Defendants' conduct above
17 gave rise to such violations and was malicious, fraudulent, or oppressive. Defendants would further
18 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

19 35. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
20 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
21 statements and similar payroll documents under Labor Code section 226, documents signed to
22 obtain or hold employment under Labor Code section 432, personnel records under Labor Code
23 section 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and
24 other Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants
25 also failed to provide these documents to Plaintiff and other Aggrieved Employees upon request
26 April 14, 2025 in violation of these Labor Code sections. Plaintiff and the Aggrieved Employees
27 personally suffered these violations, which in turn would entitle Plaintiff and other Aggrieved
28 Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants would also

1 be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Plaintiff further
2 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
3 violations and was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
4 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

5 36. Plaintiff is further informed and believes, and based thereon alleges that Defendants
6 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
7 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
8 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
9 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
10 payday designated by Defendants; the name of the employer, including any "doing business as"
11 names used by the employer; the physical address of the employer's main office and the telephone
12 number of the employer; the name, address and telephone number of the workers' compensation
13 insurance carrier; information regarding paid sick leave; and other pertinent information required to
14 be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that
15 Defendants' failure to provide such information, including rates of pay that are in effect, has
16 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate
17 minimum wage and overtime wage laws in California. Plaintiff is informed and believes that
18 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved
19 Employees personally suffered these violations. Plaintiff is further informed and believes, and based
20 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
21 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
22 connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and
23 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
24 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

25 37. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
26 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for
27 Plaintiff and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Plaintiff
28 and/or Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved

1 Employees to credit the amount (or a part thereof) of a gratuity against and as part of the wages due
2 to the Plaintiff and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed
3 and believes, and based thereon alleges, that Defendants permit and/or permitted patrons to pay
4 gratuities by credit card but failed to pay Plaintiff and/or Aggrieved Employees the full amount of
5 the gratuity that the patron indicated on the credit card slip, without any deductions, for any credit
6 card payment processing fees that may be charged to the employer by the credit card company by
7 not later than the regular payday following the date the patron authorized the credit card. In addition,
8 Defendants failed to keep accurate records of all gratuities received by Defendants and made those
9 open to inspection at all reasonable hours. Plaintiff is informed and believes that this has resulted
10 in a violation of Labor Code sections 351, 353, 1198. As a result, pursuant to Labor Code sections
11 351 and 353, Plaintiff and other Aggrieved Employees have personally suffered violations thereto
12 and Defendants would be liable for civil penalties pursuant to Labor Code sections 351, 353, 1198
13 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and
14 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations and
15 was malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties
16 pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
18 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
19 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and its
20 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
21 limitation, terms known to be illegal in purported arbitration agreements, and other written
22 documents presented for signature and/or assent to Plaintiff and/or Aggrieved Employees by
23 Defendants. Defendants also required Plaintiff and Aggrieved Employees to inform prospective
24 employers of Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work.
25 As a result, Plaintiff is informed and believes that Defendants violated Labor Code sections 432.5
26 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and
27 other Aggrieved Employees personally suffered these violations, and that Defendants violated,
28 without limitation, Labor Code section 432.5 and Government Code section 12952, entitling

1 Plaintiff and other Aggrieved Employees to damages. Plaintiff is further informed and believes, and
2 based thereon alleges, that Defendants' conduct above gave rise to such violations and was
3 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
4 Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and
5 2699(k). Defendants would further be liable for civil penalties pursuant to Labor Code section
6 2699(f)(2)(B)(ii).

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

11 **FIRST AND ONLY CAUSE OF ACTION**

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

13 40. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
14 preceding paragraphs as though fully set forth hereat.

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

16 41. At all relevant times herein, Labor Code section 204, requires and required that:
17 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
18 between the 16th and 26th day of the month during which the labor was performed, and labor
19 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
20 between the 1st and 10th day of the following month.”

21 42. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
22 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
23 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
24 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
25 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
26 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
27 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

28 43. At all relevant times herein, Defendants have had a consistent policy or practice of

1 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
2 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
3 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
4 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
5 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
6 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
7 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
8 violation in connection with each payment that was made in violation of Labor Code section 204.

9 Civil Penalties Under Labor Code § 226.3

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

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

17 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
18 and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
19 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements
20 that accurately reflect gross wages earned; total hours worked; net wages earned; the name and
21 address of each employer with whom they have been placed to work; all applicable hourly rates in
22 effect during the pay period and the corresponding number of hours worked at each hourly rate; the
23 legal name of the employer; and other such information as required by Labor Code section 226,
24 subdivision (a).

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

1 period for each subsequent violation.

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3 Violation of Labor Code § 558

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

8 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
9 pay period for which the employee was underpaid in addition to an amount sufficient
10 to recover underpaid wages;

11 (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
12 employee for each pay period for which the employee was underpaid in addition to
13 an amount sufficient to recover underpaid wages;

14 (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

15 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
16 each of them, violated, or caused to be violated, the Labor Code sections and Wage Orders
17 regulating wages, hours and days of work described herein, including but not limited to Labor Code
18 sections 201-204, 223, 226.7, 510, 511, 512, 551, 552, 1182.12, 1194, 1197, 1198, and 2802.

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

24 Violation of Labor Code § 1174.5

25 51. At all times mentioned herein, Labor Code section 1174, subdivision (b) has
26 required every person employing labor in California to “[a]llow any member of the commission or
27 the employees of the Division of Labor Standards Enforcement free access to the place of business
28 or employment of the person to secure any information or make any investigation that they are

1 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
2 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
3 or papers of the person.”

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

7 53. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
8 every person employing labor in California to “[k]eep, at a central location in the state or at the
9 plants or establishments at which employees are employed, payroll records showing the hours
10 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
11 piece rate paid to, employees employed at the respective plants or establishments. These records
12 shall be kept in accordance with rules established for this purpose by the commission, but in any
13 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
14 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
15 earned.”

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

21 55. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
22 willfully failed to keep adequate or accurate time records including wage statements and similar
23 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
24 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
25 under Labor Code section 1174.

26 56. As a direct and proximate result of the herein-described Labor Code violations,
27 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
28 recover civil penalties for Defendants’ herein-described Labor Code violations in the amount of five

1 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

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3 Violation of Labor Code § 1197.1

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

10 (1) For any initial violation that is intentionally committed, one hundred dollars
11 (\$100) for each underpaid employee for each pay period for which the
12 employee is underpaid. This amount shall be in addition to an amount
13 sufficient to recover underpaid wages, liquidated damages pursuant to Section
14 1194.2, and any applicable penalties imposed pursuant to Section 203.

15 (2) For each subsequent violation for the same specific offense, two hundred fifty
16 dollars (\$250) for each underpaid employee for each pay period for which the
17 employee is underpaid regardless of whether the initial violation is
18 intentionally committed. This amount shall be in addition to an amount
19 sufficient to recover underpaid wages, liquidated damages pursuant to Section
20 1194.2, and any applicable penalties imposed pursuant to Section 203.

21 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
22 Section 203, recovered pursuant to this section shall be paid to the affected
23 employee.”

24 58. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
25 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants
26 routinely failing to accurately track and/or pay for all minutes actually worked by Plaintiff and
27 Aggrieved Employees at the proper rates of pay, as described above.

28 59. As a direct and proximate result of the herein-described Labor Code violations,

1 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
2 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of one
3 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
4 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
5 subsequent violation.

6 Civil Penalties Under Labor Code § 2699

7 60. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
8 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
9 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
10 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
11 action brought by an Aggrieved Employee on behalf of himself or herself and other current or former
12 employees pursuant to the procedures specified in Labor Code section 2699.3.

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

15 62. As such, Plaintiff and Aggrieved Employees are entitled to injunctive relief, one
16 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
17 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
18 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

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

22 **PRAYER**

23 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
24 judgment against Defendants as follows:

25 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
26 1174.5, 1197.1, and 2699;

27 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
28 210, 226.3, 558, 1174.5, 1197.1, and 2699;

- 1 C. For equitable, including, without limitation, injunctive relief;
2 C. Pre-judgment and post-judgment interest;
3 D. For costs of suit incurred herein; and
4 E. Such other and further relief as the Court deems just and proper.
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7 Dated: March 27, 2026

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9 BY: /s/ Camryn Melanson

10 CAMRYN MELANSON

JASON ROTHMAN

GUIDO E. TOSCANO

11 Attorneys for Plaintiff KIARA HASTINGS

12 and on behalf of all other Aggrieved

13 Employees
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