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BRETT DEARTH

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

BRETT DEARTH, an individual, and on behalf
of all aggrieved employees

Plaintiff,

vs.

HONEST ABE CIDERY LLC, a California
corporation; SPENCER CHAMBERS, an
individual; and DOES 1 through 50 inclusive

Defendants.

Case No. **25STCV29521**

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

- 1. FAILURE TO PAY OVERTIME
COMPENSATION AND
LIQUIDATED DAMAGES (Lab.
Code, §§ 510, 1194, 1194.2, &
1198);**
- 2. 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);**
- 3. FAILURE TO PROVIDE MEAL
PERIODS (Lab. Code, § 226.7
& 512, and Cal. Code Regs., tit. 8, §
11050);**
- 4. FAILURE TO PROVIDE REST
PERIODS (Lab. Code, §§ 226.7 &
512, and Cal. Code Regs. tit. 8, §
11050);**
- 5. FAILURE TO PROVIDE
ACCURATE WAGE
STATEMENTS AND MAINTAIN
ACCURATE PAYROLL
RECORDS (Lab. Code, §§ 226,
subd. (a), 1174, subd. (d), & 1198);**
- 6. FAILURE TO REIMBURSE
BUSINESS EXPENSES (Lab.
Code, §§ 2800 & 2802);**

7. **FAILURE TO PROVIDE ADEQUATE SEATING [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 (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, on behalf of all aggrieved employees, and the State of California.

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. BRETT DEARTH (referred to as “PLAINTIFF”) is, and at all material times mentioned was:

- (a) An individual who resides in the County of Los Angeles, California;
- (b) Jointly employed as an employee by HONEST ABE CIDERY LLC, a California corporation; SPENCER CHAMBERS, an individual; and DOES 1 through 50 inclusive (“DEFENDANTS”), from on or about July 22, 2024 to on or about June 13, 2025, as a server, bartender, and then “manager”;
- (c) Was not properly paid overtime wages for hours worked;
- (d) Was not properly paid minimum wages for hours worked;
- (e) Did not receive compliant meal periods or meal-period premiums;
- (f) Did not receive compliant rest periods or rest-period premiums;
- (g) Did not receive accurate itemized wage statements;
- (h) Was not reimbursed for business expenses that he paid;
- (i) Did not receive adequate seating while on duty;
- (j) When terminated from his employment, was not paid for overtime wages owed, minimum wages owed, meal period wages owed, and rest period wages owed within the time limits prescribed by Labor Code section 201.

DEFENDANTS

5. PLAINTIFF is informed and believes, and based upon that information and belief alleges, that HONEST ABE CIDERY LLC, is, and at all times mentioned was:

- (a) A California corporation authorized to conduct business, and actually conducting business, in Los Angeles County, California;

- 1 (b) Along with SPENCER CHAMBERS, and DOES 1 through 50,
2 inclusive, was the former joint employer of PLAINTIFF, and all
3 aggrieved employees, as HONEST ABE CIDERY LLC, SPENCER
4 CHAMBERS, and DOES 1 through 50 controlled PLAINTIFF's, and
5 all aggrieved employees' wages, hours, working conditions, and how
6 PLAINTIFF, and all aggrieved employees were paid;
- 7 (c) Failed to properly pay PLAINTIFF, and all aggrieved employees
8 overtime pay, minimum wages, for missed meal periods, for missed
9 rest periods, failed to provide PLAINTIFF and all aggrieved
10 employees with accurate itemized wage statements, failed to
11 reimburse business expenses incurred by PLAINTIFF and all
12 aggrieved employees in their course and scope of employment, failed
13 to provide adequate seating to PLAINTIFF and all aggrieved
14 employees, and failed to pay PLAINTIFF and all aggrieved
15 employees for wages due upon termination. Each of these
16 transgressions violated the CAL. LAB. CODE.

17 6. PLAINTIFF is informed and believes, and based upon that information and
18 belief alleges, that SPENCER CHAMBERS, is, and at all times mentioned was:

- 19 (a) An individual conducting business in Los Angeles County, California;
20 (b) The Manager of HONEST ABE CIDERY LLC;
21 (c) Along with HONEST ABE CIDERY LLC, and DOES 1 through 50,
22 inclusive, was the former joint employer of PLAINTIFF, and all
23 aggrieved employees, as HONEST ABE CIDERY LLC, SPENCER
24 CHAMBERS, and DOES 1 through 50 controlled PLAINTIFF's, and
25 all aggrieved employees' wages, hours, working conditions, and how
26 PLAINTIFF, and all aggrieved employees were paid;
- 27 (d) Failed to properly pay PLAINTIFF, and all aggrieved employees
28 overtime pay, minimum wages, for missed meal periods, for missed

1 rest periods, failed to provide PLAINTIFF and all aggrieved
2 employees with accurate itemized wage statements, failed to
3 reimburse business expenses incurred by PLAINTIFF and all
4 aggrieved employees in their course and scope of employment, failed
5 to provide adequate seating to PLAINTIFF and all aggrieved
6 employees, and failed to pay PLAINTIFF and all aggrieved
7 employees for wages due upon termination. Each of these
8 transgressions violated the CAL. LAB. CODE.

9 7. HONEST ABE CIDERY LLC, SPENCER CHAMBERS, and DOES 1
10 through 50 are collectively referred to as “DEFENDANTS” throughout this Complaint.

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

16 9. 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 Defendant DOES 1 through 50 was the managerial agent, employee, predecessor, successor,
20 joint-venturer, co-conspirator, alter ego and/or representative of one or more of the other
21 Defendants named herein, and acted with permission, authorization and/or ratification and
22 consent of other Defendants.

23 10. 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 that
26 proximately caused the injuries and damages hereinafter alleged.

27 11. 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 employees of
2 each of the other Defendants, and that each Defendant was acting within the course of scope of
3 his, hers, or its authority as the agent, servant and/or employee of each of the other Defendants.
4 Consequently, all the Defendants are jointly and severally liable to PLAINTIFFS, and all
5 aggrieved employees for their damages sustained as a proximate result of Defendants' conduct.

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

18 **ALTER-EGO ALLEGATIONS**

19 13. PLAINTIFF is informed and believes, and based upon that information and
20 belief alleges, that:

21 (a) HONEST ABE CIDERY LLC, and DOES 1 through 50, are, and at all
22 relevant times were, mere shells without capital, assets, stock or stockholders;

23 (b) Defendants HONEST ABE CIDERY LLC, and DOES 1 through 50 are, and
24 at all relevant times were, the alter ego of Defendants SPENCER CHAMBERS, and DOES
25 1 through 50, inclusive, and each of them, who were the controlling shareholders, officers,
26 and directors of HONEST ABE CIDERY LLC, and DOES 1 through 50;

27 (c) There is, and at all relevant times was, a unity of interest and/or ownership
28 between all of these Defendants so that any individuality or separateness between them has

1 ceased to exist in that HONEST ABE CIDERY LLC, and DOES 1 through 50, inclusive
2 were and are under their control and domination; and

3 (d) HONEST ABE CIDERY LLC, and DOES 1 through 50, inclusive are, and at
4 all relevant times were, completely controlled, dominated, managed and operated by
5 SPENCER CHAMBERS, and Defendants DOES 1 through 50, inclusive, and each of them,
6 so that HONEST ABE CIDERY LLC, and DOES 1 through 50 were mere shells,
7 instrumentalities, and/or conduits through which each of these Defendants conducted some
8 or all of their/its business. Adherence to the fiction of the separate existence of HONEST
9 ABE CIDERY, and DOES 1 through 50, inclusive as entities distinct from SPENCER
10 CHAMBERS, Defendants DOES 1 through 50, inclusive, or any of them, would permit an
11 abuse of the corporate privilege and sanction fraud or promote injustice in that, among
12 other things, it would enable each of these Defendants to avoid liability and to defraud his,
13 her, or its creditors, the effect of which would be to render each Defendant financially
14 unable to respond to a monetary judgment awarded against each or any of them in the
15 action.

16 14. PLAINTIFF and all persons employed by DEFENDANTS in California who
17 received at least one wage statement are “aggrieved employees” as defined by CAL. LAB. CODE
18 § 2699 in that they are all current or former employees of DEFENDANTS, and one or more of
19 the alleged violations was committed against them.

20 III.

21 PAGA REPRESENTATIVE ALLEGATIONS

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

28 16. PAGA defines an “aggrieved employee” in Labor Code section 2699,

1 subdivision (c) as “any person who was employed by the alleged violator and against whom
2 one or more of the alleged violations was committed.”

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

7 18. On July 23, 2025, PLAINTIFF provided written notice by online filing to the
8 LWDA, by Certified Mail to HONEST ABE CIDERY LLC and SPENCER CHAMBERS,
9 of the specific provisions of the California Labor Code alleged to have been violated,
10 including facts and theories to support the alleged violations, in accordance with Labor
11 Code section 2699.3. PLAINTIFF’s notice was accompanied with the applicable filing fee
12 of seventy-five dollars (\$75). The LWDA PAGA Administrator confirmed receipt of
13 Plaintiff’s notice and assigned Plaintiff PAGA Case Number LWDA-CM-1113907-25.

14 19. PLAINTIFF has satisfied the administrative prerequisites under Labor Code
15 sections 2699.3, subdivision (a) and 2699.3, subdivision (c) to recover civil penalties
16 against DEFENDANTS for violations of Labor Code sections 201, 202, 203, 226, 226.7,
17 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802.

18 20. 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....(2) For each subsequent violation, one hundred
24 dollars (\$100) for each underpaid employee for each pay period for which the employee
25 was underpaid....” Labor Code section 558, subdivision (d) provides, “The civil penalties
26 provided for in this section are in addition to any other civil or criminal penalty provided
27 by law.”

28 21. 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.

22. 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.

23. 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, 510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802.

IV.

THE CONDUCT

24. DEFENDANTS own and operate a restaurant and bar known as “Honest Abe Cidery” in Gardena, CA.

25. 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 general managers, servers, hosts, wait staff / cashiers, food runners, bussers, bartenders, cooks, prep cooks, dishwashers, janitors, and production staff.

26. DEFENDANTS jointly employed PLAINTIFF from on or about July 22, 2024, to on or about June 13, 2025, as a “General Manager.”

27. DEFENDANTS misclassified PLAINTIFF, and paid PLAINTIFF a salary of approximately \$110, 000.00 per year, regardless of the hours he worked. PLAINTIFF’s job duties included, without limitation, performing serving, bartending, hosting, errand running, scheduling, and private event booking duties for DEFENDANTS, in California.

28. 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

1 employees, would actually perform their jobs; and dictated if and when PLAINTIFF and all
2 aggrieved employees could take meal or rest breaks. PLAINTIFF and all aggrieved
3 employees could not exercise discretion and independent judgment regarding the tasks they
4 performed. PLAINTIFF and all aggrieved employees had to obtain approval on any action
5 taken in the course of working for DEFENDANTS. PLAINTIFF and all aggrieved
6 employees also did not have authority to hire or fire employees nor did he have any input
7 regarding whether to hire and fire employees. Therefore, under California Code of
8 Regulations, title 8, section 11050, subdivision (1), the provisions of the applicable
9 California Wage Order apply to PLAINTIFF and all aggrieved employees. PLAINTIFF and
10 all aggrieved employees were not exempt employees.

11 29. DEFENDANTS typically employed PLAINTIFF five days per week.
12 PLAINTIFF was typically scheduled by DEFENDANTS to work from 8:00 a.m. to 8:00 p.m.
13 Additionally, PLAINTIFF was regularly required by DEFENDANTS to work approximately
14 six additional hours per week, outside of his regularly schedule and on “off days,” handling such
15 issues as scheduling matters or private event requests. Additionally, DEFENDANTS required
16 PLAINTIFF to work between June 2, 2025 to June 13, 2025, completely unpaid, under the guise
17 that he needed to do so to obtain a \$3,500.00 payment [which was never even provided].

18 30. DEFENDANTS required PLAINTIFF, and all aggrieved employees, to work
19 more than 8 hours in a day or more than forty 40 hours per week without proper overtime
20 compensation.

21 31. DEFENDANTS required that PLAINTIFF, and all aggrieved employees, work
22 hours without paying compensation at the minimum wage.

23 32. DEFENDANTS failed to provide PLAINTIFF, and other aggrieved employees
24 with code-compliant thirty (30) minute meal periods during shifts in excess of five (5) hours.
25 When meal periods were provided, they were either shorter in duration than 30 minutes, were
26 provided at incorrect times, or were interrupted. PLAINTIFF was often required to eat his lunch
27 at his desk, while he continued his duties for DEFENDANTS, and was interrupted by other
28 employees or vendors. DEFENDANTS effectively maintained control over PLAINTIFF, and all

1 aggrieved employees during the meal periods that were provided. On each day where a code-
2 compliant thirty (30) minute meal period was not provided to PLAINTIFF, and all aggrieved
3 employees, DEFENDANTS failed to pay PLAINTIFF, and all aggrieved employees one
4 additional hour of pay at their regular rates of pay.

5 33. DEFENDANTS routinely failed to provide PLAINTIFF, and all aggrieved
6 employees with a code compliant 10-minute net rest period for every four (4) hours or major
7 fraction thereof worked. Where rest periods were provided, they were shorter in duration than
8 10 minutes, were interrupted, or were not provided every four (4) hours or major fraction
9 thereof worked. DEFENDANTS effectively maintained control over PLAINTIFF, and all
10 aggrieved employees during rest periods that were provided. On each day when code-compliant
11 ten (10) minute rest periods were not provided to PLAINTIFF, and all aggrieved employees,
12 DEFENDANTS failed to pay PLAINTIFF, and all aggrieved employees one additional hour of
13 pay at their regular rates of pay.

14 34. Under California law, an employee who works more than 4 hours, or major
15 fraction thereof, is entitled to a compensated rest period of 10 minutes. An employee who works
16 more than 5 hours in a day is entitled to a meal period of at least 30 minutes, and a second meal
17 period of at least 30 minutes if he or she works more than 10 hours in a workday. (CAL. LAB.
18 CODE § 512(a).) An employer that fails to provide a rest or meal period that satisfies the
19 requirements of the applicable IWC Wage Order 5-2001 (as amended) must pay a premium to
20 the employee of one additional hour of pay at the employee's regular rate for each day that a
21 meal or rest period was not provided. (CAL. LAB. CODE § 226.7(b).)

22 35. DEFENDANTS' wage statements for PLAINTIFF and other aggrieved
23 employees did not conform with CAL. LAB. CODE § 226. DEFENDANTS were required to
24 provide PLAINTIFF and other aggrieved employees with wage statements that accurately
25 reflected such items as PLAINTIFF's, and other aggrieved employees' hours worked, including
26 overtime wages, minimum wages, missed meal periods, and missed rest periods.

27 36. DEFENDANTS failed to reimburse PLAINTIFF and all aggrieved employees
28 for all necessary expenditures incurred in their course and scope of employment, including

1 personal vehicles, personal cell phones, and personal cell phone plans. DEFENDANTS
2 required PLAINTIFF to use his personal cell phone and personal cell phone plan for work
3 related communications and scheduling matters. DEFENDANTS also required that
4 PLAINTIFF use his personal vehicle to run errands, such as picking up supplies for its
5 cidery. These errands were extensive and, on one occasion, involved requiring PLAINTIFF
6 to drive to Santa Barbara. DEFENDANTS did not reimburse PLAINTIFF and other
7 aggrieved employees for these necessary business expenses incurred in the course and
8 scope of their employment.

9 37. DEFENDANTS did not provide PLAINTIFF and all aggrieved employees
10 with an adequate number of suitable seats in reasonable proximity to the work area that
11 could be used when using the seats would not interfere with the performance of job duties.
12 PLAINTIFF and all aggrieved employees spent substantial parts of their workdays a bar,
13 cash registers, or Point of Sale systems, regardless of their actual job titles or descriptions.
14 The nature of the work of an employee performing bartending or cashier duties can
15 reasonably be accomplished from a seated position. However, DEFENDANTS did not
16 provide seats or stools at or near each bar, cash register, or Point of Sale System forcing
17 PLAINTIFF and all aggrieved employees to stand, unnecessarily, throughout their work
18 shifts.

19 38. CAL. LAB. CODE section 201(a) provides that a discharged employee's unpaid
20 wages are due and payable immediately. Under CAL. LAB. CODE § 202(a), when an employee
21 not having a written contract for a definite period is terminated, his or her wages become
22 immediately due and payable. CAL. LAB. CODE section 203(a) provides, "If an employer
23 willfully fails to pay, without abatement or reduction, in accordance with Sections [201 and
24 202], any wages of an employee who is discharged or who quits, the wages of the employee
25 shall continue as a penalty from the due date thereof at the same rate until paid or until an action
26 therefore is commenced; but the wages shall not continue for more than 30 days."

27 39. As a result, under CAL. LAB. CODE section 203, PLAINTIFF, and all aggrieved
28 employees are entitled to one day's wages for each day they were not timely paid all wages due,

up to a maximum of 30 days' wages. Because DEFENDANTS failed to pay minimum wages, overtime wages, meal-period wages, and rest-period wages to PLAINTIFF, and all aggrieved employees, each of these individuals whose employment has been terminated during the applicable statutory period, including PLAINTIFF, are entitled to 30 days' wages.

FIRST CAUSE OF ACTION
FOR FAILURE TO PAY OVERTIME COMPENSATION AND LIQUIDATED
DAMAGES

(Lab. Code, §§ 510, 1194, 1194.2 & 1198)

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

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

41. Under the applicable IWC Wage Order 5-2001 (as amended), DEFENDANTS were the joint employers of PLAINTIFF.

42. Labor Code section 510 provides that employees in California shall not be employed more than 8 hours in any workday or 40 hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law.

43. California Code of Regulations, title 8, section 11050, subdivision (3)(A)(1) provides that overtime hours shall be compensated at: (a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and including 12 hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek; and (b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

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

45. Labor Code Section 1198 states that the employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

46. Labor Code section 1194.2 establishes an employee's right to recover

1 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon
2 in an action for payment of a wage less than the minimum wage fixed by the Industrial
3 Welfare Commission or by statute.

4 47. At all times relevant hereto, PLAINTIFF worked more than 8 hours in a
5 workday, and/or 40 hours in a workweek as an employee of DEFENDANTS.

6 48. At all times relevant hereto, DEFENDANTS failed to pay overtime
7 compensation to PLAINTIFF for the hours he worked in excess of the maximum hours
8 permissible by law as required by Labor Code sections 510, 1194, and 1198.

9 49. DEFENDANTS acted intentionally, oppressively, and maliciously toward
10 PLAINTIFF, with a conscious disregard of his rights, or the consequences to him, with the
11 intent of depriving him of property and legal rights and otherwise causing his injury. By
12 virtue of DEFENDANTS' unlawful failure to pay overtime wages, PLAINTIFF has
13 suffered, and will continue to suffer, damages in the amounts which are presently unknown
14 to him, but which exceed the jurisdictional limits of the court, and which will be
15 ascertained according to proof at trial.

16 50. PLAINTIFF seeks to recover overtime wages according to proof, interest, as
17 well as the assessment of all applicable statutory penalties against DEFENDANTS, in a
18 sum as provided by the Labor Code and/or other statutes. PLAINTIFF also seeks to recover
19 liquidated damages as provided by Labor Code section 1194.2, and reasonable attorneys'
20 fees and costs.

21 **SECOND CAUSE OF ACTION**

22 **FOR FAILURE TO PAY MINIMUM WAGES AND LIQUIDATED DAMAGES**

23 **(Lab. Code, §§ 1182.12, 1194, 1194.2, 1197, 1197.1, & 1198, and Cal. Code Regs., tit.**

24 **8, § 11050)**

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

26 51. PLAINTIFF repeats and re-alleges paragraphs 1 through 50, inclusive, of this
27 Complaint and they are incorporated herein by this reference.
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1 52. Labor Code sections 1182.12, 1197, and 1197.1 require employers to pay
2 employees the minimum wage fixed by the California Industrial Welfare Commission. The
3 payment of a lesser wage than the minimum so fixed is unlawful.

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

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

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

14 56. At all times relevant hereto, DEFENDANTS should have paid PLAINTIFF on an
15 hourly basis. PLAINTIFF did not reside at the place of employment.

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

18 58. DEFENDANTS acted intentionally, oppressively, and maliciously toward
19 PLAINTIFF, with a conscious disregard of his rights, or the consequences to him, with the
20 intent of depriving him of property and legal rights and otherwise causing his injury. By virtue
21 of DEFENDANTS’ unlawful failure to pay wages, PLAINTIFF has suffered, and will continue
22 to suffer damages in an amount that is presently unknown to him, but which exceeds the
23 jurisdictional limits of the court, and which will be ascertained according to proof at trial.

24 59. PLAINTIFF seeks to recover minimum wages according to proof, interest, and
25 the assessment of all applicable statutory penalties against DEFENDANTS, in a sum as
26 provided by the Labor Code and/or other statutes. PLAINTIFF also seeks to recover liquidated
27 damages as provided by Labor Code section 1194.2, and reasonable attorneys’ fees and costs.

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1 Regulations, title 8, section 11050, subdivision (11)(A) and other regulations and statutes.

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

6 67. PLAINTIFF is informed and believes, and based upon that information and
7 belief alleges, that DEFENDANTS purposely elected not to provide meal periods to their
8 hourly paid employees. DEFENDANTS acted intentionally, oppressively, and maliciously
9 toward PLAINTIFF with a conscious disregard of his rights, or the consequences to
10 PLAINTIFF, with the intent of depriving PLAINTIFF of property and legal rights and
11 otherwise causing PLAINTIFF injury.

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

15 **FOURTH CAUSE OF ACTION**

16 **FOR FAILURE TO PROVIDE REST PERIODS**

17 **(Lab. Code, §§ 226.7 & 512, 516, and Cal. Code Regs., tit. 8, § 11050)**

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

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

21 70. Labor Code section 226.7 and California Code of Regulations, title 8, section
22 11050, subdivision (12)(A) provide that employers shall authorize and permit all employees
23 to take rest periods at the rate of 10 minutes net rest time per 4 hours or major fraction
24 thereof, of work.

25 71. Labor Code section 226.7 and California Code of Regulations, title 8, section
26 11050, subdivision (12)(B) provide that if an employer fails to provide an employee with
27 rest periods in accordance with those statutes, the employer shall pay the employee one
28 hour of pay at the employee's regular rate of compensation for each workday that the rest

1 period was not provided.

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

6 73. At all times relevant, PLAINTIFF worked more than four hours in a workday
7 for DEFENDANTS.

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

11 75. DEFENDANTS routinely failed to provide PLAINTIFF with a 10-minute net
12 rest period for every 4 hours or major fraction thereof worked. Where rest periods were
13 provided, they were shorter in duration than 10 minutes, were interrupted, or were not
14 provided every 4 hours or major fraction thereof worked. DEFENDANTS effectively
15 maintained control over PLAINTIFF during rest periods that were provided. On each day
16 where compliant 10-minute rest periods were not provided to PLAINTIFF, DEFENDANTS
17 failed to pay PLAINTIFF one additional hour of pay at his regular rate of pay.

18 76. DEFENDANTS have intentionally and improperly denied rest periods to
19 PLAINTIFF in violation of Labor Code sections 226.7 and 512 and California Code of
20 Regulations, title 8, section 11050, subdivision (12)(A).

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

25 78. PLAINTIFF is informed and believes, and based upon that information and
26 belief alleges, that DEFENDANTS knew or should have known that PLAINTIFF was
27 entitled to rest periods and purposely elected not to provide rest periods. DEFENDANTS
28 acted intentionally, oppressively, and maliciously toward PLAINTIFF, with a conscious

1 disregard of his rights or the consequences to PLAINTIFF, with the intent of depriving
2 PLAINTIFF of property and legal rights and otherwise causing PLAINTIFF injury.

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

6 **FIFTH CAUSE OF ACTION**
7 **FOR FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS AND**
8 **MAINTAIN ACCURATE PAYROLL RECORDS**

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

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

11 80. PLAINTIFF repeats and re-alleges paragraphs 1 through 79, inclusive, of this
12 Complaint and they are incorporated herein by this reference.

13 81. Labor Code section 226, subdivision (a) requires employers to provide non-
14 exempt employees with detailed and accurate wage statements (*i.e.* "pay stubs").
15 Specifically, the statute provides:

16 Every employer shall, semimonthly or at the time of each payment of wages,
17 furnish each of his or her employees, either as a detachable part of the check,
18 draft, or voucher paying the employee's wages, or separately when wages are
19 paid by personal check or cash, an accurate itemized statement in writing
20 showing (1) gross wages earned, (2) total hours worked by the employee,
21 except for any employee whose compensation is solely based on a salary and
22 who is exempt from payment of overtime under subdivision (a) of Section
23 515 or any applicable order of the Industrial Welfare Commission, (3)) the
24 number of piece-rate units earned and any applicable piece rate if the
25 employee is paid on a piece-rate basis, (4) all deductions, provided that all
26 deductions made on written orders of the employee may be aggregated and
27 shown as one item, (5) net wages earned, (6) the inclusive dates of the period
28 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

1 employer as defined in Section 201.3, the rate of pay and total hours worked
2 for each temporary services assignment.

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

7 83. Labor Code section 1174, subdivision (d) provides, "Every person employing
8 labor in this state shall...[k]eep, at a central location in the state or at the plants or
9 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
11 any applicable piece rate paid to, employees employed at the respective plants or
12 establishments. These records shall be kept in accordance with rules established for this
13 purpose by the commission, but in any case shall be kept on file for not less
14 than three years."

15 84. Labor Code section 1174.5 provides that employers are subject to a \$500
16 civil penalty if they fail to maintain accurate and complete records as required by section
17 1174, subdivision (d).

18 85. DEFENDANTS intentionally failed to furnish to PLAINTIFF, upon the
19 payment of wages, itemized wage statements in conformity with Labor Code section 226.
20 The wage statements failed to accurately reflect PLAINTIFFS' hours worked, including
21 overtime wages, minimum wages, missed meal periods, and missed rest periods.

22 86. PLAINTIFF was damaged by these failures because, among other things, the
23 failures led PLAINTIFF to believe that he was not entitled to be paid for all hours worked
24 even though he was so entitled, and because these failures hindered PLAINTIFF from
25 determining the amounts of wages owed to him.

26 87. PLAINTIFF is also informed and believes, and based upon that information
27 and belief alleges, that DEFENDANTS willfully failed to maintain accurate payroll records
28 showing the daily hours PLAINTIFF worked and the wages that should have been paid as a

1 result of failing to record hours that PLAINTIFF worked, as well as PLAINTIFF's missed
2 meal periods, rest periods, overtime wages, and minimum wages.

3 88. PLAINTIFF seeks to recover damages, penalties, and interest under Labor
4 Code sections 226, 1174, and 1198, and reasonable attorneys' fees and costs.

5 **SIXTH CAUSE OF ACTION**

6 **FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**

7 **(Lab. Code, §§ 2800 & 2802)**

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

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

11 90. Labor Code sections 2800 and 2802 provide that an employer must reimburse
12 employees for all necessary expenditures incurred in an employee's course and scope of
13 employment.

14 91. PLAINTIFF incurred necessary business-related expenses and costs that were
15 not fully reimbursed by DEFENDANTS.

16 92. Necessary unreimbursed business-related expenses included personal cell
17 phones, personal cell phone plans, and the use of personal vehicles for errands required by
18 DEFENDANTS. DEFENDANTS required PLAINTIFF to use his personal cell phone and
19 personal cell phone plan for work related communications and scheduling matters.
20 DEFENDANTS also required PLAINTIFF to use his personal vehicle to run errands, such
21 as picking up supplies, for DEFENDANTS. These errands were extensive and, on one
22 occasion, involved requiring PLAINTIFF to drive to Santa Barbara.

23 93. DEFENDANTS intentionally and willfully failed to fully reimburse
24 PLAINTIFF for necessary business-related expenses and costs in violation of Labor Code
25 sections 2800 and 2802.

26 94. Under Labor Code sections 2800 and 2802, PLAINTIFF seeks to recover his
27 business-related expenses incurred during the course and scope of his employment with
28 DEFENDANTS, plus interest and penalties. PLAINTIFF also seeks reasonable attorneys'

1 fees and costs.

2 **SEVENTH CAUSE OF ACTION**

3 **FAILURE TO PROVIDE ADEQUATE SEATING**

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

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

6 95. Plaintiff repeats and re-alleges paragraphs 1 through 94, inclusive, of this
7 Complaint and they are incorporated herein by this reference.

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

10 97. Labor Code section 1198 provides in relevant part, “[T]he standard conditions of
11 labor fixed by the commission shall be the...standard conditions of labor for employees. The
12 employment of any employee...under conditions of labor prohibited by the order is unlawful.”
13 California Code of Regulations, title 8, section 11050, subdivision (14)(A) provides, “All
14 working employees shall be provided with suitable seats when the nature of the work reasonably
15 permits the use of seats.”

16 98. DEFENDANTS violated Labor Code section 1198 and California Code of
17 Regulations, title 8, section 11050, subdivision (14) because DEFENDANTS did not provide
18 PLAINTIFF with an adequate number of suitable seats in reasonable proximity to the work area
19 that could be used when the seats would not interfere with the performance of his job duties.
20 PLAINTIFF spent substantial parts of his workday behind a bar, cash registers, or Point of Sale
21 systems, regardless of his actual job title or description. The nature of the work of an employee
22 performing bartending or cashier duties can reasonably be accomplished from a seated position.
23 However, DEFENDANTS did not provide seats or stools behind the bar, cash registers or Point
24 of Sale Systems, forcing PLAINTIFF and all aggrieved employees to stand unnecessarily during
25 their work shifts.

26 99. PLAINTIFF seeks all remedies available for violations of Labor Code section
27 1198 and California Code of Regulations, title 8, section 11050, subdivision (14).

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

(Lab. Code, § 203)

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

100. PLAINTIFF repeats and re-alleges paragraphs 1 through 99, inclusive, of this Complaint and they are incorporated herein by this reference.

101. Labor Code section 201, subdivision (a) provides that a discharged employee's unpaid wages are due and payable immediately.

102. Labor Code section 203, subdivision (a) provides, "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections [201 and 202], any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced; but the wages shall not continue for more than 30 days."

103. DEFENDANTS discharged PLAINTIFF from his employment within the applicable statute of limitations.

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

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

106. Because DEFENDANTS failed to pay overtime wages, minimum wages owed, meal period wages owed, and rest period wages owed, PLAINTIFF seeks to recover 30 days' wages and applicable penalties. PLAINTIFF also seeks reasonable attorneys' fees and costs.

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NINTH CAUSE OF ACTION
FOR VIOLATION OF CALIFORNIA LABOR CODE SECTION 558
(Lab. Code, § 558)

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

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

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

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

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1 **TENTH CAUSE OF ACTION**

2 **FOR UNFAIR COMPETITION**

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

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

5 110. PLAINTIFF repeats and re-alleges paragraphs 1 through 109, inclusive, of
6 this Complaint and they are incorporated herein by this reference.

7 111. Each of the DEFENDANTS are a “person” as that term is defined under
8 Business and Professions Code section 17021.

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

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

25 114. All the acts described herein are violations of, among other things, the Labor
26 Code and Industrial Welfare Commission Wage Order 5; are unlawful and in violation of
27 public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and
28 thereby constitute unfair and unlawful business practices in violation of Business and

1 Professions Code sections 17200, *et seq.*

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

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

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

17 **ELEVENTH CAUSE OF ACTION**
18 **FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT**
19 **(Lab. Code, § 2698 et seq.)**

20 **(By PLAINTIFF, on his own behalf, and as a Private Attorneys General for all**
21 **Aggrieved Employees, and against all DEFENDANTS)**

22 118. PLAINTIFF repeats and re-alleges paragraphs 1 through 117, inclusive, of this
23 Complaint and they are incorporated herein by this reference.

24 119. Labor Code sections 2698-2699, the Private Attorneys General Act of 2004
25 expressly establishes that any provision of the Labor Code that provides for a civil penalty to be
26 assessed and collected by the Labor and Workforce Development Agency ("LWDA"), or any of
27 its departments, divisions, commissions, boards, agencies or employees for a violation of the
28

1 Labor Code, may be recovered through a civil action brought by an aggrieved employee on
2 behalf of himself or herself, and other current or former employees.

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

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

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

14 123. On July 23, 2025, PLAINTIFF gave written by Certified Mail to HONEST ABE
15 CIDERY LLC, and SPENCER CHAMBERS, of the specific code provisions alleged to have
16 been violated, as required by Labor Code section 2699.3. On the same date, PLAINTIFF
17 submitted a “PAGA Claim Notice” to the LWDA through its online portal. PLAINTIFF’s
18 PAGA Notice Letter and LWDA Claim Submissions indicated that he, “as an aggrieved
19 employee, on his own behalf and on behalf of other aggrieved employees of Honest Abe Cidery
20 LLC, Spencer Chambers, and any other affiliated entity (collectively referred to herein as
21 “**HONEST ABE**” and/or “Defendants”), intends to avail himself of the protections granted by
22 the CALIFORNIA LABOR CODE PRIVATE ATTORNEY GENERAL ACT OF 2004 (“the Act”) (LAB.
23 CODE, § 2698 et seq.).” The statutory waiting period for PLAINTIFF to add these allegations to
24 the Complaint has expired. As a result, pursuant to Labor Code section 2699.3, PLAINTIFF, on
25 behalf of himself and all aggrieved employees, may now commence a representative civil action
26 under Labor Code section 2699 as the proxy of the State of California.

27 124. DEFENDANTS’ conduct, as alleged herein, violates numerous sections of the
28 Labor Code, including, but not limited to, the following:

- a. Violations of Labor Code sections 510, 1194, 1194.2, and 1198 and California Code of Regulations, title 8, section 11050 for DEFENDANTS' failure to pay overtime wages and liquidated damages to PLAINTIFF, and other aggrieved employees;
- b. Violations of 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;
- c. Violations of Labor Code sections 226.7, 512, and 516, 1198, and California Code of Regulations, title 8, section 11050 for DEFENDANTS' failure to provide meal periods to PLAINTIFF, and other aggrieved employees;
- d. Violations of Labor Code sections 226.7, 512, 516, and 1198, and California Code of Regulations, title 8, section 11050 for DEFENDANTS' failure to provide rest periods to PLAINTIFF, and other aggrieved employees;
- e. Violations of 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;
- f. Violations of Labor Code sections 2800 and 2802 for DEFENDANTS' failure to reimburse business expenses to PLAINTIFF, and other aggrieved employees;
- g. Violations of 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;
- h. Violations of Labor Code sections 201, 202, and 203 for DEFENDANTS' failure to timely pay wages to PLAINTIFF, and other aggrieved employees;

125. 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

1 California, for the illegal conduct perpetrated on PLAINTIFF and all aggrieved employees by
2 DEFENDANTS.

3 **PRAYER**

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

6 **1. ON THE FIRST CAUSE OF ACTION:**

- 7 (a) For overtime wage compensation, and liquidated damages;
8 (b) For an award of interest, including prejudgment interest at the legal rate;
9 and,
10 (c) For statutory penalties, interest, costs of suit and attorneys' fees.

11 **2. ON THE SECOND CAUSE OF ACTION:**

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

17 **3. ON THE THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, AND EIGHTH,**
18 **CAUSES OF ACTION:**

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

23 **4. ON THE NINTH CAUSE OF ACTION:**

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

25 **5. ON THE TENTH CAUSE OF ACTION:**

- 26 (a) For restitution and disgorgement;
27 (b) For injunctive relief ordering the continuing unfair business acts and
28 practices to cease, or as the Court otherwise deems just and proper; and,

1 (c) For other injunctive relief ordering DEFENDANTS to notify Plaintiff that
2 he has not been paid the proper amounts required in accordance with
3 California law.

4 **6. ON THE ELEVENTH CAUSE OF ACTION:**

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

- 8 1. Labor Code sections 510, 1194, 1194.2, and 1198 and
9 California Code of Regulations, title 8, section 11050 for
10 DEFENDANTS' failure to pay overtime compensation and
11 liquidated damages to PLAINTIFF, and other aggrieved
12 employees;
- 13 2. Labor Code sections 1182.12, 1194; 1194.2; 1197; 1197.1; and
14 1198 and California Code of Regulations, title 8, section 11050
15 for DEFENDANTS' failure to pay minimum wages and
16 liquidated damages to PLAINTIFF, and other aggrieved
17 employees;
- 18 3. Labor Code sections 226.7 and 512, 516, and California Code
19 of Regulations, title 8, section 11050 for DEFENDANTS'
20 failure to provide meal periods to PLAINTIFF, and other
21 aggrieved employees;
- 22 4. Labor Code sections 226.7 and 512, 516, and California Code
23 of Regulations, title 8, section 11050 for DEFENDANTS'
24 failure to provide rest periods to PLAINTIFF, and other
25 aggrieved employees;
- 26 5. Labor Code sections 226, subdivision (a), 1174, subdivision
27 (d), and 1198 for DEFENDANTS' failure to provide accurate
28 itemized wage statements to PLAINTIFF, and other aggrieved

employees and to maintain accurate payroll records for
PLAINTIFF and other aggrieved employees;

6. Labor Code sections 2800 and 2802 for DEFENDANTS’
failure to reimburse business expenses 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,

8. Labor Code sections 201, 202, 203 for DEFENDANTS’ failure
to timely pay wages to PLAINTIFF, and other aggrieved
employees; and,

(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, 510, 512, 516, 558,
1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 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,
510, 512, 516, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198,
2800, 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.

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