

David Mara, Esq., (SBN 230498)  
Matthew Crawford, Esq. (SBN 310230)  
**MARA LAW FIRM, PC**  
2650 Camino del Rio North, Suite 205  
San Diego, CA 92108  
Telephone: 619.234.2833  
Facsimile: 619.234.4048

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
5/30/2023 11:53 AM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By D. Jackson Aubry, Deputy Clerk

Attorneys for Plaintiff ANTHONY GONZALEZ,  
on behalf of himself and all others similarly  
situated and on behalf of the general public

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF LOS ANGELES**

ANTHONY GONZALEZ, on behalf of  
himself and all others similarly situated, and  
on behalf of the general public,

Plaintiff,

v.

ALMANSOR COURT, INC.; and DOES 1-  
100,

Defendants.

Case No. **23STCV12272**

**PLAINTIFF ANTHONY GONZALEZ'S PAGA  
COMPLAINT**

1. Violation of the Private Attorney General Act of 2004 (PAGA) for Failure to Pay Straight, Regular Rate Wages for All Work Performed (Cal. Lab. Code § 2698, et. seq.)
2. Violation of the PAGA for Failure to Pay All Overtime Wages (Cal. Lab. Code § 2698, et. seq.)
3. Violation of PAGA for Failure to Provide Meal Periods (Cal. Lab. Code § 2698, et. seq.)
4. Violation of PAGA for Failure to Provide Rest Periods (Cal. Lab. Code § 2698, et. seq.)
5. Violation of PAGA for Failure to Pay Wages Due at Termination and During Employment (Cal. Lab. Code § 2698, et. seq.)
6. Violation of PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statements (Cal. Lab. Code § 2698, et. seq.)
7. Violation of PAGA for Failure to Pay Employees Two Times Per Month (Cal. Lab. Code § 2698, et. seq.)
8. Violation of PAGA for Failure to Reimburse Business Expenses Incurred in Discharging Duties (Cal. Lab. Code § 2698, et. seq.)
9. Violation of PAGA for Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy (Cal. Lab. Code § 2698, et. seq.)

**DEMAND FOR JURY TRIAL**

1 Plaintiff ANTHONY GONZALEZ (hereinafter “Plaintiff”), on behalf himself and all other similarly  
2 aggrieved employees (hereinafter “aggrieved employees”), files this Complaint against Defendant  
3 ALMANSOR COURT, INC. (hereinafter “Defendant”) and/or DOES 1-100.

4 **I. INTRODUCTION**

5 1. This is a representative action seeking recovery of penalties under the California Labor Code  
6 Private Attorney General Act of 2004 (PAGA), California Labor Code § 2698 *et. seq.*, against  
7 Defendant and/or DOES 1-100. The PAGA permits an “aggrieved employee” to bring a  
8 lawsuit on behalf of himself and other current and former employees to address an employer’s  
9 violations of the *California Labor Code*.

10 2. This action is brought on behalf of Plaintiff and all other aggrieved employees of Defendant  
11 and/or DOES who: worked a shift of at least five (5) hours without receiving a meal period;  
12 worked four (4) hours, or a major fraction thereof, without receiving a ten (10) minute net rest  
13 break; worked qualifying shifts without receiving second meal periods and second and third  
14 rest breaks; were not provided accurate itemized wage statements; were not paid all wages  
15 owed twice per month; were not paid compensation for all time worked at the straight,  
16 overtime, or double time rate; were not paid waiting time penalties; were not reimbursed for  
17 business expenses; and were subject to an unlawful sick leave policy. Plaintiff seeks penalties  
18 on behalf of himself and all other aggrieved employees of Defendant and/or DOES as provided  
19 herein. This Complaint also seeks attorneys’ fees and costs under the PAGA, Cal. Lab. Code  
20 § 2699(g)(1).

21 3. At all times mentioned herein, Plaintiff and the other aggrieved employees were not classified  
22 as “Exempt” or primarily employed in an executive, professional, or administrative capacity.  
23 Thus, under California law, Plaintiff and the aggrieved employees should be: provided meal  
24 periods; authorized and permitted to take rest periods; paid one hour of premium pay for all  
25 unprovided meal periods; paid one hour of premium pay for all rest periods that were not  
26 authorized and/or permitted; paid penalties for not being provided itemized wage statements;  
27 paid compensation for all time worked at the regular, overtime or double time rate; paid all  
28 wages owed twice per month; paid penalties for not being paid timely at the time of

1 termination; reimbursed for business expenses; and permitted to take lawful paid sick leave.

- 2 4. At all times mentioned herein, Defendant and/or DOES controlled the working conditions of  
3 Plaintiff and the aggrieved employees including, but not limited to, having the authority to hire  
4 and fire Plaintiff and the other aggrieved employees, setting the wages of Plaintiff and the other  
5 aggrieved employees, and instructing Plaintiff and the other aggrieved employees when and/or  
6 where to work. In addition, Defendant and/or DOES developed, wrote, dictated, approved  
7 and/or authorized wage and hour policies and/or practices that Plaintiff and the aggrieved  
8 employees labored under. These policies and/or practices included, but were not limited to,  
9 policies and/or practices regarding meal periods, straight time, overtime, double time, rest  
10 periods, wage statements, paying compensation at time of termination, timing of payment, paid  
11 sick leave, and business expense reimbursement. Further, Defendant and/or DOES had the  
12 ability to prevent Plaintiff and the other aggrieved employees from working.

13 **II. JURISDICTION AND VENUE**

- 14 5. Plaintiff ANTHONY GONZALEZ is an individual residing in California. Plaintiff was  
15 employed by Defendant and/or DOES in California. Plaintiff, and each of the aggrieved  
16 employees, were employees of Defendant and/or DOES, and/or its operating divisions and  
17 subsidiaries, within the State of California. Plaintiff and each of the aggrieved employees were  
18 subject to the unlawful policies beginning one (1) year prior to the date Plaintiff sent Notice to  
19 the State of California Labor and Workforce Development Agency (LWDA).
- 20 6. Venue as to each Defendant and/or DOE is proper in this judicial district. Each Defendant  
21 and/or DOE operates facilities, employs hourly employees, conducts business, and commits  
22 *California Labor Code* violations within Los Angeles County and California. Each Defendant  
23 and/or DOE is within the jurisdiction of this Court for service of process purposes. The  
24 unlawful acts alleged herein have a direct effect on Plaintiff and the other aggrieved employees  
25 situated within the State of California and within Los Angeles County. Defendant and/or  
26 DOES employ numerous aggrieved employees in California and/or Los Angeles County.
- 27 7. Plaintiff brings this action on behalf of himself and the other aggrieved employees of  
28 Defendant and/or DOES pursuant to the PAGA. Plaintiff, as personal representatives of the

1 general public, will and does seek to recover any and all penalties for each and every violation  
2 shown to exist or to have occurred during the one (1) year period before Plaintiff filed Notice  
3 with the LWDA of his intent to bring this action, in an amount according to proof, as to those  
4 penalties that are otherwise only available to public agency enforcement actions. Funds  
5 recovered will be distributed in accordance with the PAGA, with at least seventy-five (75)  
6 percent of the penalties recovered being reimbursed to the State of California and the LWDA.

7 8. There is no federal question at issue as the issues herein are based solely upon California  
8 statutes and law, including the *California Labor Code*, *IWC Wage Orders*, *Code of Civil*  
9 *Procedure*, and *Civil Code*.

10 9. The California Superior Court also has jurisdiction in this matter because the penalties sought  
11 exceed the minimum jurisdictional limits of the Superior Court and will be established at trial,  
12 according to proof. Defendant and/or DOES either own, maintain offices, transact business,  
13 have an agent or agents, have their principal place of business in, and/or otherwise are found  
14 within the County of Los Angeles, California.

### 15 **III. THE PARTIES**

#### 16 **A. Plaintiff**

17 10. Plaintiff ANTHONY GONZALEZ, a former employee of Defendant and/or DOES, and  
18 similar aggrieved employees were and are entitled to statutory meal periods, statutory rest  
19 periods, accurate itemized wage statements, payment of wages owed twice a month,  
20 compensation for all time worked at the regular, overtime, and doubletime rate, to be paid  
21 timely pursuant to California law, permitted to take lawful paid sick leave, to receive timely  
22 wages at the time of termination, to be reimbursed for business expenses, and to be provided  
23 with adequate notice prior to being laid off in mass from Defendant and/or DOES.

24 11. Plaintiff and similar aggrieved employees were and are employed in the State of California by  
25 the Defendant and/or DOES as non-exempt hourly employees, such as servers, cooks, line  
26 cooks, assistant chefs, hostesses, hosts, bartenders, busboys, dishwashers, and/or any similar  
27 job designations and titles, and all other current and former similarly situated non-exempt,  
28 hourly employees, during the relevant time period. Plaintiff was employed in a non-exempt

1 capacity.

- 2 12. A notice correspondence showing compliance with *Cal. Lab. Code* § 2699.3 was sent to the  
3 LWDA and Defendant on March 24, 2023. This notice demonstrates that Plaintiff is an  
4 aggrieved employee and has standing to bring a representative action on behalf of the LWDA  
5 and as a private attorney general. No notice of cure by Defendant and/or DOES was provided  
6 and no notice of investigation was received from the LWDA in the statutorily proscribed sixty-  
7 five (65) day period since the mailing of the notice of the action. Accordingly, Plaintiff files  
8 this action as a “Representative Action” as authorized by *Cal. Lab. Code* § 2699.3(a)(2)(C).

9 **B. Defendants**

- 10 13. Defendant and/or DOES operate throughout the State of California and employ non-exempt,  
11 hourly employees to operate breakfast and lunch cafés on golf courses as well as a banquet  
12 halls that hosts events such as meetings, conferences, weddings, special events, and funeral  
13 reception.

- 14 14. Defendant’s and/or DOES’ principal place of business was/is in the State of California.

- 15 15. Defendant and/or DOES have numerous offices and/or contracts in the State of California.

- 16 16. California is the nerve center of Defendant’s and/or DOES’ operations.

- 17 17. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in  
18 the conduct alleged, of the Defendants sued as DOES 1 through 100, inclusive, but on  
19 information and belief alleges that said Defendants are now, and/or at all times mentioned in  
20 this Complaint were doing business in the State of California and/or throughout the United  
21 States. Plaintiff is informed and believes that each of the Defendants designated as a DOE is  
22 legally responsible in some manner for the unlawful acts alleged. Plaintiff will amend this  
23 Complaint to allege the true names and capacities of the DOE Defendants when ascertained.

- 24 18. Plaintiff is informed and believes each Defendant acted, in whole or in part, in all respects  
25 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business  
26 plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally  
27 attributable to the other Defendants as each Defendant has ratified, approved, and/or authorized  
28 the acts of each of the remaining Defendants.

19. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are partners, agents, owners, and/or shareholders of Defendant and/or DOES and were acting on behalf of Defendant and/or DOES at all times.

#### IV. GENERAL ALLEGATIONS

20. During all, or a portion, of the one (1) year period before Plaintiff filed Notice of his claims with the LWDA, Plaintiff and each of the aggrieved employees were employed by Defendant and/or DOES in the State of California. Plaintiff and the other aggrieved employees are composed of all non-exempt hourly employees, such as servers, cooks, line cooks, assistant chefs, hostesses, hosts, bartenders, busboys, dishwashers, and/or any similar job designations and titles, and all other current and former similarly situated non-exempt, hourly employees of Defendant and/or DOES in the State of California.

21. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the aggrieved employees were entitled to be paid for all hours worked at the minimum, regular, overtime, and/or doubletime rate of pay.

22. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the aggrieved employees were entitled to be provided legally compliant meal periods in a timely manner or payment of one hour of pay as additional compensation at Plaintiff's and the aggrieved employees' regular rate of pay when they did not receive a timely, uninterrupted meal period.

23. By failing to provide a duty-free meal period of not less than thirty (30) minutes for every shift of at least five (5) hours worked per day by Plaintiff and all aggrieved employees, and by failing to provide compensation for these unprovided meal periods, Defendant and/or DOES willfully violated the provisions of *Cal. Lab. Code* § 226.7, IWC Wage Order No. 5-2001, and California Code of Regulations, Section 11070(11). In addition, Defendant and/or DOES failed to provide Plaintiff and the other aggrieved employees another duty-free meal period of not less than thirty (30) minutes for every shift of more than ten (10) hours per day.

24. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the aggrieved employees were entitled to be authorized and/or permitted to take

legally compliant rest periods in a timely manner or payment of one hour of pay as additional compensation at Plaintiff's and the aggrieved employees' regular rate of pay when they were not authorized and/or permitted to take a legally compliant rest period.

25. By failing to provide paid ten (10) minute rest periods for every four (4) hours or major fraction thereof, worked per day by Plaintiff and all aggrieved employees and by failing to provide compensation for these periods, Defendant and/or DOES willfully violated the provisions of *Cal. Lab. Code* § 226.7, IWC Wage Order No. 5-2001, and California Code of Regulations, Section 11070(12).

26. At all times mentioned herein, Defendant and/or DOES failed to pay all wages owed to Plaintiff and to other terminated or resigned members of the aggrieved employees and failed to timely pay wages during employment.

27. At all times mentioned herein, Defendant and/or DOES failed to pay Plaintiff and the aggrieved employees all wages earned twice per month.

28. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the aggrieved employees were entitled to receive complete and accurate pay statements in accordance with California law.

29. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that they were not providing complete and accurate pay statements in accordance with California law to Plaintiff and the aggrieved employees.

30. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that they had a duty to compensate Plaintiff and the other aggrieved employees in accordance with California law, and that Defendant and DOES had the ability to pay such compensation, but willfully and intentionally failed to do so, and Defendant and DOES falsely represented to Plaintiff and the other aggrieved employees that they were properly compensating Plaintiff and the other aggrieved employees.

31. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the other aggrieved employees were entitled to timely wages at the time of termination. Defendant and/or DOES did not pay all timely wages owed, straight-time wages

- owed, meal period premiums, and/or rest period premiums owed at the time of termination.
32. At all times mentioned herein, Defendant and/or DOES failed to pay Plaintiff and the other aggrieved employees a sum certain at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter.
33. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that Plaintiff and the aggrieved employees were entitled to receive be reimbursed for business expenses in accordance with California law.
34. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that it should have adopted a paid sick leave policy for Plaintiff and the aggrieved employees complaint with California law.
35. Plaintiff brings this action on behalf of himself and all other aggrieved employees defined as all non-exempt hourly employees, such as servers, cooks, line cooks, assistant chefs, hostesses, hosts, bartenders, busboys, dishwashers, and/or any similar job designations and titles, and all other similarly situated non-exempt hourly employees of Defendant and/or DOES in California, employed beginning one year prior to the date Plaintiff sent Notice to the LWDA.
36. Plaintiff reserves the right to amend or modify the definition of aggrieved employees with respect to the issues or in any other way.

**FIRST CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Pay Straight, Regular Rate Wages for All Work Performed (Cal. Lab. Code §2698 et. seq.).**

37. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.
38. It is fundamental that an employer must pay its employees for the time worked. Cal. Lab. Code § 222 prohibits the withholding on part of a wage. Cal. Lab. Code § 223 prohibits the pay of less than a statutory or contractual wage scale. Cal. Lab. Code §§ 1194-1197.1 prohibits the payment of less than the minimum wage. Cal. Lab. Code § 224 only permits deductions from wages when the employer is required or empowered to do so by state or federal law or when the deduction is expressly authorized in writing by the employee for specified purposes

1 that do not in effect reduce the agreed upon wage.

2 39. Section 1197.1 of the California Labor Code states “[a]ny employer or other person acting  
3 individually as an officer, agent, or employee of another person, who pays or causes to be paid  
4 to any employee a wage less than the minimum fixed by an applicable state or local law, or by  
5 an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated  
6 damages payable to the employee, and any applicable penalties pursuant to Section 203.”

7 40. Defendant and/or DOES have a continuous policy of not paying Plaintiff and the aggrieved  
8 employees for all hours worked. Specifically, Defendant and/or DOES have a continuous and  
9 consistent policy of requiring employees to work before clocking in, after clocking out, and  
10 during meal periods. Plaintiff and the aggrieved employees are not paid for this time. For  
11 example, Plaintiff and the aggrieved employees would have to enter the facility and walk to  
12 the Kronos timeclock before they could clock-in, and, thus, were not paid for this time. Plaintiff  
13 and the aggrieved employees would also have to use their meal period time walking through  
14 the facility to the Kronos timeclock to record their meal period times. When Plaintiff and the  
15 aggrieved employees were not provided meal periods, they would nonetheless be pressured by  
16 Defendant and/or DOES to respond to prompts from the Kronos timeclock to indicate that  
17 Plaintiff and the aggrieved employees were provided a meal period and/or they chose not to  
18 take a meal period.

19 41. Additionally, Defendant and/or DOES have had a continuous policy of not paying Plaintiff  
20 and the aggrieved employees for all hours worked in that Defendant and/or DOES continuously  
21 and consistently clocked Plaintiff and the aggrieved employees out for a thirty (30) minute  
22 meal period and/or otherwise recorded a meal period, even though Plaintiff and the aggrieved  
23 employees work through their meal periods and/or were unable to take meal periods. Thus,  
24 Defendant and/or DOES shave/steal earned wages from Plaintiff and the aggrieved employees  
25 every day they work without a meal period and have time deducted.

26 42. Likewise, Plaintiff and the aggrieved employees are informed and believe and thereon allege  
27 that Defendant and/or DOES breached the legal duty to pay full wages to Plaintiff by deducting  
28 a portion of the wages earned by Plaintiff and the aggrieved employees when they worked

1 through their meal periods and/or when Defendant and/or DOES recorded a meal period for  
2 Plaintiff and the aggrieved employees when no meal period was taken. Specifically, Plaintiff  
3 and the aggrieved employees worked through their meal periods to satisfy their demanding  
4 work duties imposed by Defendant and/or DOES, thereby denying them the right to be  
5 completely free from employer control under California law.

6 43. Plaintiff and the aggrieved employees are informed and believe and thereon allege that  
7 Defendant and/or DOES breached the legal duty to pay full wages to Plaintiff and similarly  
8 aggrieved employees by failing to pay them for meal period time when Plaintiff and the  
9 aggrieved employees were not relieved of all duties and employer control

10 44. Defendant and/or DOES committed the acts alleged herein knowingly and willfully, with the  
11 wrongful and deliberate intention of injuring Plaintiff and the aggrieved employees. Defendant  
12 and/or DOES acted with malice or in conscious disregard of Plaintiff's and the aggrieved  
13 employees' rights.

14 45. Plaintiff and the aggrieved employees have suffered, and continue to suffer, substantial unpaid  
15 wages, and lost interest on such wages, and expenses.

16 46. These claims are on behalf of Plaintiff and all non-exempt hourly employees, such as servers,  
17 cooks, line cooks, assistant chefs, hostesses, hosts, bartenders, busboys, dishwashers, and/or  
18 any similar job designations and titles, and all other current and former similarly situated non-  
19 exempt, hourly employees who are presently or formerly employed by Defendant and/or  
20 DOES and/or its subsidiaries or affiliated companies and/or predecessors within the State of  
21 California.

22 47. Plaintiff, as a former non-exempt employee of Defendant and/or DOES who Defendant and/or  
23 DOES failed to pay all wages, is an aggrieved employee with standing to bring an action under  
24 the PAGA. Plaintiff satisfied all prerequisites to serve as representatives of the general public  
25 to enforce California's labor laws, and the penalty provisions identified in *Cal. Lab. Code* §  
26 2699.5.

27 48. Plaintiff, as a representative of the people of the State of California, will seek any and all  
28 penalties otherwise capable of being collected by the Labor Commission and/or the

Department of Labor Standards Enforcement (DLSE). This includes each of the following, as set forth in *Cal. Lab. Code* § 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 510, 1194, 1197, and 1199.

49. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal. Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

50. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to Cal. Lab. Code § 558(a).

**SECOND CAUSE OF ACTION AGAINST DEFENDANT AND/DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Pay All Overtime and Double time Wages Owed**

51. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

52. Cal. Lab. Code § 510 states that eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.

53. Cal. Lab. Code § 510 dictates that any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

54. Defendant and/or DOES have a continuous policy of failing to pay overtime when employees

1 worked over eight (8) hours per day and when employees worked over forty (40) hours per  
2 week. Defendant and/or DOES have a continuous policy of failing to pay Plaintiff and the  
3 aggrieved employees for all hours worked, as discussed above, including hours worked over  
4 eight (8) hours in a day and forty (40) hours in a week.

5 55. Plaintiff and the aggrieved employees were deprived of wages for all overtime hours worked  
6 because Defendant and/or DOES failed to pay them wages for all hours worked, as discussed  
7 above. As Plaintiff and the aggrieved employees would regularly work over eight (8) hours in  
8 a day and forty (40) hours in a week, this resulted in Plaintiff and the aggrieved employees not  
9 being paid all overtime wages owed to them.

10 56. Plaintiff and the aggrieved employees have suffered, and continue to suffer, substantial unpaid  
11 wages, and lost interest on such wages, and expenses.

12 57. These claims are on behalf of Plaintiff and all non-exempt hourly employees, such as servers,  
13 cooks, line cooks, assistant chefs, hostesses, hosts, bartenders, busboys, dishwashers, and/or  
14 any similar job designations and titles, and all other current and former similarly situated non-  
15 exempt, hourly employees who are presently or formerly employed by Defendant and/or  
16 DOES and/or its subsidiaries or affiliated companies and/or predecessors within the State of  
17 California.

18 58. Plaintiff, as a representative of the people of the State of California, will seek any and all  
19 penalties otherwise capable of being collected by the Labor commission and/or the Department  
20 of Labor Standards Enforcement (DLSE) for violations of Cal. Lab. Code § 510.

21 59. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself  
22 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred  
23 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal.  
24 Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per  
25 pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

26 60. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved  
27 employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this  
28 chapter or any provisions regulating hours and days of the week of the Industrial Welfare

Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to Cal. Lab. Code § 558(a).

**THIRD CAUSE OF ACTION AGAINST DEFENDANT AND/DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Provide Meal Periods (Cal. Lab. Code §2698 et. seq.).**

61. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

62. Under Cal. Lab. Code § 512, and IWC Wage Order 5-2001, no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes. During this meal period of not less than thirty (30) minutes, the employee is to be completely free of the employer's control and must not perform any work for the employer. If the employee does perform work for the employer during the thirty (30) minute meal period, the employee has not been provided a meal period in accordance with the law. Also, the employee is to be compensated for any work performed during the thirty (30) minute meal period.

63. In addition, an employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with another meal period of not less than thirty (30) minutes.

64. Under Cal. Lab. Code § 226.7, if the employer does not provide an employee a meal period in accordance with the above requirements, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

65. Defendant and/or DOES failed to provide thirty (30) minute, uninterrupted meal periods to Plaintiff and the aggrieved employees when they worked for work periods of more than five (5) consecutive hours before the end of the fifth (5th) hour of work. As such, Plaintiff and the aggrieved employees were required to work over five (5) consecutive hours at a time without being provided a thirty (30) minute uninterrupted meal period within that time.

66. Defendant and/or DOES failed to provide a second (2nd) thirty (30) minute, uninterrupted meal

1 periods to the aggrieved employees when they worked for work periods of more than ten (10)  
2 consecutive hours before the end of the tenth (10th) hour of work. As such, Plaintiff and the  
3 aggrieved employees were required to work over ten (10) consecutive hours at a time without  
4 being provided a second thirty (30) minute uninterrupted meal period within that time.

5 67. When Plaintiff and the aggrieved employees are permitted to take a meal period, they are not  
6 permitted to leave the work premises. Further, Defendant's and/or DOES' only breakroom  
7 takes several minutes for Plaintiff and the aggrieved employees to reach from their  
8 workstations, and this travel time cuts into their meal period duration. In addition, Plaintiff and  
9 the aggrieved employees would have to use their meal period time to walk through the facility  
10 from their workstations to the Kronos timeclock used to record their meal period time. As a  
11 result, Plaintiff and the aggrieved employees are denied from taking a full thirty (30) minute  
12 meal period in which they are relieved of all duties.

13 68. Alternatively, Defendant and/or DOES breached the legal duty to provide meal periods to  
14 employees by imposing a continuous and consistent policy of requiring Plaintiff and the  
15 aggrieved employees to work through their meal periods to satisfy the demanding workload  
16 duties imposed by Defendant and/or DOES, thereby denying Plaintiff and the aggrieved  
17 employees of the right to be completely free from employer control under California law.

18 69. Additionally, Defendant and/or DOES provided Plaintiff and all aggrieved employees with a  
19 blanket meal waiver amongst numerous documents provided to the employee when they are  
20 hired. Defendant and/or DOES use these waivers to claim that these employees have legally  
21 waived their rights to a meal period when these very waivers in essence are an attempt to  
22 exempt Defendant and/or DOES from having to provide and/or authorize meal periods to  
23 Plaintiff and all aggrieved employees when they work shifts between five (5) and six (6), as  
24 well as when they work over ten (10) hours in length, before Plaintiff and all aggrieved  
25 employees have even worked a single shift.

26 70. By failing to provide statutory first and/or second meal periods, and by failing to provide  
27 compensation for unprovided meal periods, as alleged above, Defendant and/or DOES  
28 willfully violated the provisions of the Cal. Lab. Code §§ 226.7 and 512.

1 71. These claims are on behalf of Plaintiff and all non-exempt hourly employees, such as servers,  
2 cooks, line cooks, assistant chefs, hostesses, hosts, bartenders, busboys, dishwashers, and/or  
3 any similar job designations and titles, and all other current and former similarly situated non-  
4 exempt, hourly employees who are presently or formerly employed by Defendant and/or  
5 DOES and/or its subsidiaries or affiliated companies and/or predecessors within the State of  
6 California.

7 72. Plaintiff, as a non-exempt employee who unlawfully was deprived of first and second meal  
8 periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff  
9 has satisfied all prerequisites to serve as a representative of the general public to enforce  
10 California's labor laws, and the penalty provisions identified in *Cal. Lab. Code* § 2699.5.

11 73. Plaintiff, as a representative of the people of the State of California, will seek all penalties  
12 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes  
13 each of the following, as set forth in *Cal. Lab. Code* § 2699.5, which provides that Section  
14 2699.3(a) applies to any alleged violation of the following provisions: sections 226.7, and 512.

15 74. Pursuant to *Cal. Lab. Code* § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself  
16 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred  
17 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per *Cal.*  
18 *Lab. Code* § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per  
19 pay period for each subsequent violation, per *Cal. Lab. Code* § 2699(f)(2).

20 75. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved  
21 employees, seeks penalties pursuant to *Cal. Lab. Code* § 558 for violations pursuant to this  
22 chapter or any provisions regulating hours and days of the week of the Industrial Welfare  
23 Commission under *Cal. Lab. Code* § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages  
24 pursuant to *Cal. Lab. Code* § 558(a).

25 **FOURTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the**  
26 **Private Attorneys General Act of 2004 (PAGA) for Failure to Provide Rest Periods (*Cal. Lab.***  
27 ***Code* §2698 et. seq.).**

28 76. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein

1 as if fully plead.

2 77. Industrial Welfare Commission Order No. 4-2001 section 12(A) states “[e]very employer shall  
3 authorize and permit all employees to take rest periods, which insofar as practicable shall be  
4 in the middle of each work week period. The authorized rest period time shall be based on the  
5 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major  
6 fraction thereof.”

7 78. At all relevant times, when Plaintiff and the aggrieved employees are permitted to take a rest  
8 period, they are not permitted to leave the work premises. Further, Defendant’s and/or DOES’  
9 only breakroom takes several minutes for Plaintiff and the aggrieved employees to reach from  
10 their workstations, and this travel time cuts into their rest period duration. As a result, Plaintiff  
11 and the aggrieved employees are denied from taking a net ten (10) minute rest period in which  
12 they are relieved of all duties.

13 79. Alternatively, Defendant and/or DOES breached the legal duty to provide rest periods to  
14 employees by imposing a continuous and consistent policy of requiring Plaintiff and the  
15 aggrieved employees to work through their rest periods to satisfy the demanding workload  
16 duties imposed by Defendant and/or DOES, thereby denying Plaintiff and the aggrieved  
17 employees of the right to be completely free from employer control under California law.  
18 Defendant and/or DOES also refused to increase their staffing to permit Plaintiff and the  
19 aggrieved employees to be relieved for rest periods.

20 80. Further, Defendant and/or DOES instituted a consistent policy/practice of not providing second  
21 or third rest periods to Plaintiff and all aggrieved employees and/or providing compensation in  
22 lieu thereof. Specifically, Plaintiff and the aggrieved employees are required to work shifts  
23 lasting over ten (10) hours in duration but never received second or third rest period in shifts  
24 over six (6) and ten (10) hours long.

25 81. By failing to provide rest periods for every four (4) hours or major fraction thereof worked per  
26 day by non-exempt employees, and by failing to provide compensation for these unprovided  
27 periods, as alleged above, Defendant and/or DOES willfully violated the provisions of Cal.  
28 Lab. Code § 226.7.

1 82. These claims are on behalf of Plaintiff and all non-exempt hourly employees, such as servers,  
2 cooks, line cooks, assistant chefs, hostesses, hosts, bartenders, busboys, dishwashers, and/or  
3 any similar job designations and titles, and all other current and former similarly situated non-  
4 exempt, hourly employees who are presently or formerly employed by Defendant and/or  
5 DOES and/or its subsidiaries or affiliated companies and/or predecessors within the State of  
6 California.

7 83. Plaintiff—a non-exempt employee who was unlawfully deprived of paid ten (10) minute rest  
8 periods—is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff  
9 has satisfied all prerequisites to serve as a representative of the general public to enforce  
10 California’s labor laws, and the penalty provisions identified in Cal. Lab. Code § 2699.5 for  
11 violations of Cal. Lab. Code § 226.7.

12 84. Plaintiff, as a representative of the people of the State of California, will seek all penalties  
13 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes  
14 each of the following, as set forth in *Cal. Lab. Code* § 2699.5, which provides that section  
15 2699.3(a) applies to any alleged violation of the following provisions: section 226.7.

16 85. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself  
17 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred  
18 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal.  
19 Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per  
20 pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

21 86. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved  
22 employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this  
23 chapter or any provisions regulating hours and days of the week of the Industrial Welfare  
24 Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages  
25 pursuant to Cal. Lab. Code § 558(a).

26 \\  
27 \\  
28 \\  
29 \\  
30 \\  
31 \\  
32 \\  
33 \\  
34 \\  
35 \\  
36 \\  
37 \\  
38 \\  
39 \\  
40 \\  
41 \\  
42 \\  
43 \\  
44 \\  
45 \\  
46 \\  
47 \\  
48 \\  
49 \\  
50 \\  
51 \\  
52 \\  
53 \\  
54 \\  
55 \\  
56 \\  
57 \\  
58 \\  
59 \\  
60 \\  
61 \\  
62 \\  
63 \\  
64 \\  
65 \\  
66 \\  
67 \\  
68 \\  
69 \\  
70 \\  
71 \\  
72 \\  
73 \\  
74 \\  
75 \\  
76 \\  
77 \\  
78 \\  
79 \\  
80 \\  
81 \\  
82 \\  
83 \\  
84 \\  
85 \\  
86 \\  
87 \\  
88 \\  
89 \\  
90 \\  
91 \\  
92 \\  
93 \\  
94 \\  
95 \\  
96 \\  
97 \\  
98 \\  
99 \\  
100 \\  
101 \\  
102 \\  
103 \\  
104 \\  
105 \\  
106 \\  
107 \\  
108 \\  
109 \\  
110 \\  
111 \\  
112 \\  
113 \\  
114 \\  
115 \\  
116 \\  
117 \\  
118 \\  
119 \\  
120 \\  
121 \\  
122 \\  
123 \\  
124 \\  
125 \\  
126 \\  
127 \\  
128 \\  
129 \\  
130 \\  
131 \\  
132 \\  
133 \\  
134 \\  
135 \\  
136 \\  
137 \\  
138 \\  
139 \\  
140 \\  
141 \\  
142 \\  
143 \\  
144 \\  
145 \\  
146 \\  
147 \\  
148 \\  
149 \\  
150 \\  
151 \\  
152 \\  
153 \\  
154 \\  
155 \\  
156 \\  
157 \\  
158 \\  
159 \\  
160 \\  
161 \\  
162 \\  
163 \\  
164 \\  
165 \\  
166 \\  
167 \\  
168 \\  
169 \\  
170 \\  
171 \\  
172 \\  
173 \\  
174 \\  
175 \\  
176 \\  
177 \\  
178 \\  
179 \\  
180 \\  
181 \\  
182 \\  
183 \\  
184 \\  
185 \\  
186 \\  
187 \\  
188 \\  
189 \\  
190 \\  
191 \\  
192 \\  
193 \\  
194 \\  
195 \\  
196 \\  
197 \\  
198 \\  
199 \\  
200 \\  
201 \\  
202 \\  
203 \\  
204 \\  
205 \\  
206 \\  
207 \\  
208 \\  
209 \\  
210 \\  
211 \\  
212 \\  
213 \\  
214 \\  
215 \\  
216 \\  
217 \\  
218 \\  
219 \\  
220 \\  
221 \\  
222 \\  
223 \\  
224 \\  
225 \\  
226 \\  
227 \\  
228 \\  
229 \\  
230 \\  
231 \\  
232 \\  
233 \\  
234 \\  
235 \\  
236 \\  
237 \\  
238 \\  
239 \\  
240 \\  
241 \\  
242 \\  
243 \\  
244 \\  
245 \\  
246 \\  
247 \\  
248 \\  
249 \\  
250 \\  
251 \\  
252 \\  
253 \\  
254 \\  
255 \\  
256 \\  
257 \\  
258 \\  
259 \\  
260 \\  
261 \\  
262 \\  
263 \\  
264 \\  
265 \\  
266 \\  
267 \\  
268 \\  
269 \\  
270 \\  
271 \\  
272 \\  
273 \\  
274 \\  
275 \\  
276 \\  
277 \\  
278 \\  
279 \\  
280 \\  
281 \\  
282 \\  
283 \\  
284 \\  
285 \\  
286 \\  
287 \\  
288 \\  
289 \\  
290 \\  
291 \\  
292 \\  
293 \\  
294 \\  
295 \\  
296 \\  
297 \\  
298 \\  
299 \\  
300 \\  
301 \\  
302 \\  
303 \\  
304 \\  
305 \\  
306 \\  
307 \\  
308 \\  
309 \\  
310 \\  
311 \\  
312 \\  
313 \\  
314 \\  
315 \\  
316 \\  
317 \\  
318 \\  
319 \\  
320 \\  
321 \\  
322 \\  
323 \\  
324 \\  
325 \\  
326 \\  
327 \\  
328 \\  
329 \\  
330 \\  
331 \\  
332 \\  
333 \\  
334 \\  
335 \\  
336 \\  
337 \\  
338 \\  
339 \\  
340 \\  
341 \\  
342 \\  
343 \\  
344 \\  
345 \\  
346 \\  
347 \\  
348 \\  
349 \\  
350 \\  
351 \\  
352 \\  
353 \\  
354 \\  
355 \\  
356 \\  
357 \\  
358 \\  
359 \\  
360 \\  
361 \\  
362 \\  
363 \\  
364 \\  
365 \\  
366 \\  
367 \\  
368 \\  
369 \\  
370 \\  
371 \\  
372 \\  
373 \\  
374 \\  
375 \\  
376 \\  
377 \\  
378 \\  
379 \\  
380 \\  
381 \\  
382 \\  
383 \\  
384 \\  
385 \\  
386 \\  
387 \\  
388 \\  
389 \\  
390 \\  
391 \\  
392 \\  
393 \\  
394 \\  
395 \\  
396 \\  
397 \\  
398 \\  
399 \\  
400 \\  
401 \\  
402 \\  
403 \\  
404 \\  
405 \\  
406 \\  
407 \\  
408 \\  
409 \\  
410 \\  
411 \\  
412 \\  
413 \\  
414 \\  
415 \\  
416 \\  
417 \\  
418 \\  
419 \\  
420 \\  
421 \\  
422 \\  
423 \\  
424 \\  
425 \\  
426 \\  
427 \\  
428 \\  
429 \\  
430 \\  
431 \\  
432 \\  
433 \\  
434 \\  
435 \\  
436 \\  
437 \\  
438 \\  
439 \\  
440 \\  
441 \\  
442 \\  
443 \\  
444 \\  
445 \\  
446 \\  
447 \\  
448 \\  
449 \\  
450 \\  
451 \\  
452 \\  
453 \\  
454 \\  
455 \\  
456 \\  
457 \\  
458 \\  
459 \\  
460 \\  
461 \\  
462 \\  
463 \\  
464 \\  
465 \\  
466 \\  
467 \\  
468 \\  
469 \\  
470 \\  
471 \\  
472 \\  
473 \\  
474 \\  
475 \\  
476 \\  
477 \\  
478 \\  
479 \\  
480 \\  
481 \\  
482 \\  
483 \\  
484 \\  
485 \\  
486 \\  
487 \\  
488 \\  
489 \\  
490 \\  
491 \\  
492 \\  
493 \\  
494 \\  
495 \\  
496 \\  
497 \\  
498 \\  
499 \\  
500 \\  
501 \\  
502 \\  
503 \\  
504 \\  
505 \\  
506 \\  
507 \\  
508 \\  
509 \\  
510 \\  
511 \\  
512 \\  
513 \\  
514 \\  
515 \\  
516 \\  
517 \\  
518 \\  
519 \\  
520 \\  
521 \\  
522 \\  
523 \\  
524 \\  
525 \\  
526 \\  
527 \\  
528 \\  
529 \\  
530 \\  
531 \\  
532 \\  
533 \\  
534 \\  
535 \\  
536 \\  
537 \\  
538 \\  
539 \\  
540 \\  
541 \\  
542 \\  
543 \\  
544 \\  
545 \\  
546 \\  
547 \\  
548 \\  
549 \\  
550 \\  
551 \\  
552 \\  
553 \\  
554 \\  
555 \\  
556 \\  
557 \\  
558 \\  
559 \\  
560 \\  
561 \\  
562 \\  
563 \\  
564 \\  
565 \\  
566 \\  
567 \\  
568 \\  
569 \\  
570 \\  
571 \\  
572 \\  
573 \\  
574 \\  
575 \\  
576 \\  
577 \\  
578 \\  
579 \\  
580 \\  
581 \\  
582 \\  
583 \\  
584 \\  
585 \\  
586 \\  
587 \\  
588 \\  
589 \\  
590 \\  
591 \\  
592 \\  
593 \\  
594 \\  
595 \\  
596 \\  
597 \\  
598 \\  
599 \\  
600 \\  
601 \\  
602 \\  
603 \\  
604 \\  
605 \\  
606 \\  
607 \\  
608 \\  
609 \\  
610 \\  
611 \\  
612 \\  
613 \\  
614 \\  
615 \\  
616 \\  
617 \\  
618 \\  
619 \\  
620 \\  
621 \\  
622 \\  
623 \\  
624 \\  
625 \\  
626 \\  
627 \\  
628 \\  
629 \\  
630 \\  
631 \\  
632 \\  
633 \\  
634 \\  
635 \\  
636 \\  
637 \\  
638 \\  
639 \\  
640 \\  
641 \\  
642 \\  
643 \\  
644 \\  
645 \\  
646 \\  
647 \\  
648 \\  
649 \\  
650 \\  
651 \\  
652 \\  
653 \\  
654 \\  
655 \\  
656 \\  
657 \\  
658 \\  
659 \\  
660 \\  
661 \\  
662 \\  
663 \\  
664 \\  
665 \\  
666 \\  
667 \\  
668 \\  
669 \\  
670 \\  
671 \\  
672 \\  
673 \\  
674 \\  
675 \\  
676 \\  
677 \\  
678 \\  
679 \\  
680 \\  
681 \\  
682 \\  
683 \\  
684 \\  
685 \\  
686 \\  
687 \\  
688 \\  
689 \\  
690 \\  
691 \\  
692 \\  
693 \\  
694 \\  
695 \\  
696 \\  
697 \\  
698 \\  
699 \\  
700 \\  
701 \\  
702 \\  
703 \\  
704 \\  
705 \\  
706 \\  
707 \\  
708 \\  
709 \\  
710 \\  
711 \\  
712 \\  
713 \\  
714 \\  
715 \\  
716 \\  
717 \\  
718 \\  
719 \\  
720 \\  
721 \\  
722 \\  
723 \\  
724 \\  
725 \\  
726 \\  
727 \\  
728 \\  
729 \\  
730 \\  
731 \\  
732 \\  
733 \\  
734 \\  
735 \\  
736 \\  
737 \\  
738 \\  
739 \\  
740 \\  
741 \\  
742 \\  
743 \\  
744 \\  
745 \\  
746 \\  
747 \\  
748 \\  
749 \\  
750 \\  
751 \\  
752 \\  
753 \\  
754 \\  
755 \\  
756 \\  
757 \\  
758 \\  
759 \\  
760 \\  
761 \\  
762 \\  
763 \\  
764 \\  
765 \\  
766 \\  
767 \\  
768 \\  
769 \\  
770 \\  
771 \\  
772 \\  
773 \\  
774 \\  
775 \\  
776 \\  
777 \\  
778 \\  
779 \\  
780 \\  
781 \\  
782 \\  
783 \\  
784 \\  
785 \\  
786 \\  
787 \\  
788 \\  
789 \\  
790 \\  
791 \\  
792 \\  
793 \\  
794 \\  
795 \\  
796 \\  
797 \\  
798 \\  
799 \\  
800 \\  
801 \\  
802 \\  
803 \\  
804 \\  
805 \\  
806 \\  
807 \\  
808 \\  
809 \\  
810 \\  
811 \\  
812 \\  
813 \\  
814 \\  
815 \\  
816 \\  
817 \\  
818 \\  
819 \\  
820 \\  
821 \\  
822 \\  
823 \\  
824 \\  
825 \\  
826 \\  
827 \\  
828 \\  
829 \\  
830 \\  
831 \\  
832 \\  
833 \\  
834 \\  
835 \\  
836 \\  
837 \\  
838 \\  
839 \\  
840 \\  
841 \\  
842 \\  
843 \\  
844 \\  
845 \\  
846 \\  
847 \\  
848 \\  
849 \\  
850 \\  
851 \\  
852 \\  
853 \\  
854 \\  
855 \\  
856 \\  
857 \\  
858 \\  
859 \\  
860 \\  
861 \\  
862 \\  
863 \\  
864 \\  
865 \\  
866 \\  
867 \\  
868 \\  
869 \\  
870 \\  
871 \\  
872 \\  
873 \\  
874 \\  
875 \\  
876 \\  
877 \\  
878 \\  
879 \\  
880 \\  
881 \\  
882 \\  
883 \\  
884 \\  
885 \\  
886 \\  
887 \\  
888 \\  
889 \\  
890 \\  
891 \\  
892 \\  
893 \\  
894 \\  
895 \\  
896 \\  
897 \\  
898 \\  
899 \\  
900 \\  
901 \\  
902 \\  
903 \\  
904 \\  
905 \\  
906 \\  
907 \\  
908 \\  
909 \\  
910 \\  
911 \\  
912 \\  
913 \\  
914 \\  
915 \\  
916 \\  
917 \\  
918 \\  
919 \\  
920 \\  
921 \\  
922 \\  
923 \\  
924 \\  
925 \\  
926 \\  
927 \\  
928 \\  
929 \\  
930 \\  
931 \\  
932 \\  
933 \\  
934 \\  
935 \\  
936 \\  
937 \\  
938 \\  
939 \\  
940 \\  
941 \\  
942 \\  
943 \\  
944 \\  
945 \\  
946 \\  
947 \\  
948 \\  
949 \\  
950 \\  
951 \\  
952 \\  
953 \\  
954 \\  
955 \\  
956 \\  
957 \\  
958 \\  
959 \\  
960 \\  
961 \\  
962 \\  
963 \\  
964 \\  
965 \\  
966 \\  
967 \\  
968 \\  
969 \\  
970 \\  
971 \\  
972 \\  
973 \\  
974 \\  
975 \\  
976 \\  
977 \\  
978 \\  
979 \\  
980 \\  
981 \\  
982 \\  
983 \\  
984 \\  
985 \\  
986 \\  
987 \\  
988 \\  
989 \\  
990 \\  
991 \\  
992 \\  
993 \\  
994 \\  
995 \\  
996 \\  
997 \\  
998 \\  
999 \\  
1000 \\  
1001 \\  
1002 \\  
1003 \\  
1004 \\  
1005 \\  
1006 \\  
1007 \\  
1008 \\  
1009 \\  
1010 \\  
1011 \\  
1012 \\  
1013 \\  
1014 \\  
1015 \\  
1016 \\  
1017 \\  
1018 \\  
1019 \\  
1020 \\  
1021 \\  
1022 \\  
1023 \\  
1024 \\  
1025 \\  
1026 \\  
1027 \\  
1028 \\  
1029 \\  
1030 \\  
1031 \\  
1032 \\  
1033 \\  
1034 \\  
1035 \\  
1036 \\  
1037 \\  
1038 \\  
1039 \\  
1040 \\  
1041 \\  
1042 \\  
1043 \\  
1044 \\  
1045 \\  
1046 \\  
1047 \\  
1048 \\  
1049 \\  
1050 \\  
1051 \\  
1052 \\  
1053 \\  
1054 \\  
1055 \\  
1056 \\  
1057 \\  
1058 \\  
1059 \\  
1060 \\  
1061 \\  
1062 \\  
1063 \\  
1064 \\  
1065 \\  
1066 \\  
1067 \\  
1068 \\  
1069 \\  
1070 \\  
1071 \\  
1072 \\  
1073 \\  
1074 \\  
1075 \\  
1076 \\  
1077 \\  
1078 \\  
1079 \\  
1080 \\  
1081 \\  
1082 \\  
1083 \\  
1084 \\  
1085 \\  
1086 \\  
1087 \\  
1088 \\  
1089 \\  
1090 \\  
1091 \\  
1092 \\  
1093 \\  
1094 \\  
1095 \\  
1096 \\  
1097 \\  
1098 \\  
1099 \\  
1100 \\  
1101 \\  
1102 \\  
1103 \\  
1104 \\  
1105 \\  
1106 \\  
1107 \\  
1108 \\  
1109 \\  
1110 \\  
1111 \\  
1112 \\  
1113 \\  
1114 \\  
1115 \\  
1116 \\  
1117 \\  
1118 \\  
1119 \\  
1120 \\  
1121 \\  
1122 \\  
1123 \\  
1124 \\  
1125 \\  
1126 \\  
1127 \\  
1128 \\  
1129 \\  
1130 \\  
1131 \\  
1132 \\  
1133 \\  
1134 \\  
1135 \\  
1136 \\  
1137 \\  
1138 \\  
1139 \\  
1140 \\  
1141 \\  
1142 \\  
1143 \\  
1144 \\  
1145 \\  
1146 \\  
1147 \\  
1148 \\  
1149 \\  
1150 \\  
1151 \\  
1152 \\  
1153 \\  
1154 \\  
1155 \\  
1156 \\  
1157 \\  
1158 \\  
1159 \\  
1160 \\  
1161 \\  
1162 \\  
1163 \\  
1164 \\  
1165 \\  
1166 \\  
1167 \\  
1168 \\  
1169 \\  
1170 \\  
1171 \\  
1172 \\  
1173 \\  
1174 \\  
1175 \\  
1176 \\  
1177 \\  
1178 \\  
1179 \\  
1180 \\  
1181 \\  
1182 \\  
1183 \\  
1184 \\  
1185 \\  
1186 \\  
1187 \\  
1188 \\  
1189 \\  
1190 \\  
1191 \\  
1192 \\  
1193 \\  
1194 \\  
1195 \\  
1196 \\  
1197 \\  
1198 \\  
1199 \\  
1200 \\  
1201 \\  
1202 \\  
1203 \\  
1204 \\  
1205 \\  
1206 \\  
1207 \\  
1208 \\  
1209 \\  
1210 \\  
1211 \\  
1212 \\  
1213 \\  
1214 \\  
1215 \\  
1216 \\  
1217 \\  
1218 \\  
1219 \\  
1220 \\  
1221 \\  
1222 \\  
1223 \\  
1224 \\  
1225 \\  
1226 \\  
1227 \\  
1228 \\  
1229 \\  
1230 \\  
1231 \\  
1232 \\  
1233 \\  
1234 \\  
1235 \\  
1236 \\  
1237 \\  
1238 \\  
1239 \\  
1240 \\  
1241 \\  
1242 \\  
1243 \\  
1244 \\  
1245 \\  
1246 \\  
1247 \\  
1248 \\  
1249 \\  
1250 \\  
1251 \\  
1252 \\  
1253 \\  
1254 \\  
1255 \\  
1256 \\  
1257 \\  
1258 \\  
1259 \\  
1260 \\  
1261 \\  
1262 \\  
1263 \\  
1264 \\  
1265 \\  
1266 \\  
1267 \\  
1268 \\  
1269 \\  
1270 \\  
1271 \\  
1272 \\  
1273 \\  
1274 \\  
1275 \\  
1276 \\  
1277 \\  
1278 \\  
1279 \\  
1280 \\  
1281 \\  
1282 \\  
1283 \\  
1284 \\  
1285 \\  
1286 \\  
1287 \\  
1288 \\  
1289 \\  
1290 \\  
1291 \\  
1292 \\  
1293 \\  
1294 \\  
1295 \\  
1296 \\  
1297 \\  
1298 \\  
1299 \\  
1300 \\  
1301 \\  
1302 \\  
1303 \\  
1304 \\  
1305 \\  
1306 \\  
1307 \\  
1308 \\  
1309 \\  
1310 \\  
1311 \\  
1312 \\  
1313 \\  
1314 \\  
1315 \\  
1316 \\  
1317 \\  
1318 \\  
1319 \\  
1320 \\  
1321 \\  
1322 \\  
1323 \\  
1324 \\  
1325 \\  
1326 \\  
1327 \\  
1328 \\  
1329 \\  
1330 \\  
1331 \\  
1332 \\  
1333 \\  
1334 \\  
1335 \\  
1336 \\  
1337 \\  
1338 \\  
1339 \\  
1340 \\  
1341 \\  
1342 \\  
1343 \\  
1344 \\  
1345 \\  
1346 \\  
1347 \\  
1348 \\  
1349 \\  
1350 \\  
1351 \\  
1352 \\  
1353 \\  
1354 \\  
1355 \\  
1356 \\  
1357 \\  
1358 \\  
1359 \\  
1360 \\  
1361 \\  
1362 \\  
1363 \\  
1364 \\  
1365 \\  
1366 \\  
1367 \\  
1368 \\  
1369 \\  
1370 \\  
1371 \\  
1372 \\  
1373 \\  
1374 \\  
1375 \\  
1376 \\  
1377 \\  
1378 \\  
1379 \\  
1380 \\  
1381 \\  
1382 \\  
1383 \\  
1384 \\  
1385 \\  
1386 \\  
1387 \\  
1388 \\  
1389 \\  
1390 \\  
1391 \\  
1392 \\  
1393 \\  
1394 \\  
1395 \\  
1396 \\  
1397 \\  
1398 \\  
1399 \\  
1400 \\  
1401 \\  
1402 \\  
1403 \\  
1404 \\  
1405 \\  
1406 \\  
1407 \\  
1408 \\  
1409 \\  
1410 \\  
1411 \\  
1412 \\  
1413 \\  
1414 \\  
1415 \\  
1416 \\  
1417 \\  
1418 \\  
1419 \\  
1420 \\  
1421 \\  
1422 \\  
1423 \\  
1424 \\  
1425 \\  
1426 \\  
1427 \\  
1428 \\  
1429 \\  
1430 \\  
1431 \\  
1432 \\  
1433 \\  
1434 \\  
1435 \\  
1436 \\  
1437 \\  
1438 \\  
1439 \\  
1440 \\  
1441 \\  
1442 \\  
1443 \\  
1444 \\  
1445 \\  
1446 \\  
1447 \\  
1448 \\  
1449 \\  
1450 \\  
1451 \\  
1452 \\  
1453 \\  
1454 \\  
1455 \\  
1456 \\  
1457 \\  
1458 \\  
1459 \\  
1460 \\  
1461 \\  
1462 \\  
1463 \\  
1464 \\  
1465 \\  
1466 \\  
1467 \\  
1468 \\  
1469 \\  
1470 \\  
1471 \\  
1472 \\  
1473 \\  
1474 \\  
1475 \\  
1476 \\  
1477 \\  
1478 \\  
1479 \\  
1480 \\  
1481 \\  
1482 \\  
1483 \\  
1484 \\  
1485 \\  
1486 \\  
1487 \\  
1488 \\  
1489 \\  
1490 \\  
1491 \\  
1492 \\  
1493 \\  
1494 \\  
1495 \\  
1496 \\  
1497 \\  
1498 \\  
1499 \\  
1500 \\  
1501 \\  
1502 \\  
1503 \\  
1504 \\  
1505 \\  
1506 \\  
1507 \\  
1508 \\  
1509 \\  
1510 \\  
1511 \\  
1512 \\  
1513 \\  
1514 \\  
1515 \\  
1516 \\  
1517 \\  
1518 \\  
1519 \\  
1520 \\  
1521 \\  
1522 \\  
1523 \\  
1524 \\  
1525 \\  
1526 \\  
1527 \\  
1528 \\  
1529 \\  
1530 \\  
1531 \\  
1532 \\  
1533 \\  
1534 \\  
1535 \\  
1536 \\  
1537 \\  
1538 \\  
1539 \\  
1540 \\  
1541 \\  
1542 \\  
1543 \\  
1544 \\  
1545 \\  
1546 \\  
1547 \\  
1548 \\  
1549 \\  
1550 \\  
1551 \\  
1552 \\  
1553 \\  
1554 \\  
1555 \\  
1556 \\  
1557 \\  
1558 \\  
1559 \\  
1560 \\  
1561 \\  
1562 \\  
1563 \\  
1564 \\  
1565 \\  
1566 \\  
1567 \\  
1568 \\  
1569 \\  
1570 \\  
1571 \\  
1572 \\  
1573 \\  
1574 \\  
1575 \\  
1576 \\  
1577 \\  
1578 \\  
1579 \\  
1580 \\  
1581 \\  
1582 \\  
1583 \\  
1584 \\  
1585 \\  
1586 \\  
1587 \\  
1588 \\  
1589 \\  
1590 \\  
1591 \\  
1592 \\  
1593 \\  
1594 \\  
1595 \\  
1596 \\  
1597 \\  
1598 \\  
1599 \\  
1600 \\  
1601 \\  
1602 \\  
1603 \\  
1604 \\  
1605 \\

**FIFTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Pay Wages Due at Termination and During Employment (Cal. Lab. Code §2698 et. seq.).**

87. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

88. Defendant and/or DOES and/or their officers and/or managing agents willfully failed to pay, in a timely manner, wages owed to Plaintiff and the other aggrieved employees who left Defendant's and/or DOES' employ or who were terminated.

89. Plaintiff and/or the other aggrieved employees who ended their employment with Defendant and/or DOES during the last year were entitled to be promptly paid all lawful compensation, and other premiums, as required by Cal. Lab. Code §§ 201 through 203.

90. At all relevant times, Cal. Lab. Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable no later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

91. During the relevant time period, Defendant and/or DOES intentionally and willfully failed to pay Plaintiff and the other aggrieved employees who are no longer employed by Defendant and/or DOES their wages, that were earned and unpaid, within seventy-two (72) hours of their leaving Defendant's and/or DOES' employ.

92. Defendant's and/or DOES' failure to pay Plaintiff and the aggrieved employees who are no longer employed by Defendant and/or DOES their wages, that were earned and unpaid, within seventy-two (72) hours of their leaving Defendant's and/or DOES' employ, is in violation of Cal. Lab. Code §§ 201 and 202.

93. Cal. Lab. Code § 203 provides that when an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until action is commenced; but the

wages shall not continue for more than thirty (30) days.

94. Plaintiff, as a non-exempt employee who Defendant and/or DOES failed to pay all wages due at termination, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in Cal. Lab. Code § 2699.5.

95. Plaintiff, as a representative of the people of the State of California, seeks all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following, as set forth in Cal. Lab. Code § 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 201 through 203.

96. These claims are on behalf of Plaintiff and all non-exempt hourly employees, such as servers, cooks, line cooks, assistant chefs, hostesses, hosts, bartenders, busboys, dishwashers, and/or any similar job designations and titles, and all other current and former similarly situated non-exempt, hourly employees who are presently or formerly employed by Defendant and/or DOES and/or its subsidiaries or affiliated companies and/or predecessors within the State of California.

97. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal. Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

98. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to Cal. Lab. Code § 558(a).

1 **SIXTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the**  
2 **Private Attorneys General Act of 2004 (PAGA) for Knowing and Intentional Failure to Comply**  
3 **with Itemized Employee Wage Statement Provisions (Cal. Lab. Code § 2698 *et. seq.*).**

4 99. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein  
5 as if fully plead.

6 100. Cal. Lab. Code § 226 subdivision (a) requires Defendant and/or DOES to itemize in wage  
7 statements all deductions from payment of wages and to accurately report total hours worked  
8 by Plaintiff and the other aggrieved employees. Cal. Lab. Code § 226(a) requires Defendant  
9 and/or DOES, at the time of each payment of wages, to “furnish each of her or her employees,  
10 either as an detachable part of the check, draft, or voucher paying the employee’s wages, or  
11 separately when wages are paid by personal check or cash, an accurate itemized statement in  
12 writing showing (1) gross wages earned, (2) total hours worked by the employee...(3) the  
13 number of piece-rate units earned and any applicable piece rate if the employee is paid on a  
14 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the  
15 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive  
16 dates of the period for which the employee is paid, (7) the name of the employee and only the  
17 last four digits of his or her social security number or an employee identification number other  
18 than the social security number, (8) the name and address of the legal entity that is the  
19 employer...(9) all applicable hourly rates in effect during the pay period and the corresponding  
20 number of hours worked at each hourly rate and the corresponding number of hours worked at  
21 each hourly rate by the employee....”

22 101. Cal. Lab. Code § 226, subdivision (a) also requires that “deductions made from payment of  
23 wages shall be recorded in ink or other indelible form, properly dates, showing the month, day  
24 and year, and a copy of the statement and the record of the deductions shall be kept on file by  
25 the employer for at least three years at the place of employment or at a central location within  
26 the State of California.”

27 102. *California Labor Code* section 246(i) also requires that, “[a]n employer shall provide an  
28 employee with written notice that sets forth the amount of paid sick leave available, or paid

time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages."

103. Defendant and/or DOES have knowingly and intentionally failed to comply with *Labor Code* section 226(a) on each and every wage statement provided to Plaintiff and the other aggrieved employees.

104. Throughout the statutory period, Defendant and/or DOES knowingly and intentionally did not include the gross and net wages earned on wage statements provided to Plaintiff and the other aggrieved employees. Defendant and/or DOES therefore knowingly and intentionally failed to itemize the gross wages earned on Plaintiff's and the aggrieved employees' wage statements.

105. In every pay period during the period of the relevant statute of limitations, Defendant and/or DOES knowingly and intentionally did not itemize the total hours worked on wage statements as *Labor Code* section 226, subsection (a), requires. In every pay period during the period of the relevant statute of limitations, Defendant and/or DOES knowingly and intentionally did not include the total hours worked by Plaintiff and the aggrieved employees on their wage statements. For example, Defendant and/or DOES have a continuous policy of not paying Plaintiff and the aggrieved employees for all hours worked. Defendant and/or DOES have not paid for all the time Plaintiff and the aggrieved employees worked throughout the day, including, but not limited to rounding, before "shifts" start, after "shifts" end, and/or any other time in the day when the employees were performing work tasks, subject to the control of Defendant and/or DOES and/or otherwise had work duties. Additionally, Defendant and/or DOES have had a continuous policy of not paying Plaintiff and the aggrieved employees for all hours worked in that Defendant and/or DOES continuously and consistently clocked Plaintiff and the aggrieved employees out for a thirty (30) minute meal period and/or otherwise recorded a meal period, even though Plaintiff and the aggrieved employees work through their meal periods and/or were unable to take meal periods. Thus, Defendant and/or DOES shaves/steals earned wages from Plaintiff and the aggrieved employees every day they work without a meal period and have time deducted. As Defendant and/or DOES knew or had reason

1 to know Plaintiff and the aggrieved employees were working during this time, Defendant  
2 and/or DOES knowingly and intentionally failed to comply with *Labor Code* Section 226,  
3 subdivision (a).

4 106. In every pay period during the period of the relevant statute of limitations, Defendant and/or  
5 DOES knowingly and intentionally did not include the net wages earned on wage statements.

6 107. Throughout the statutory period, because of the knowing and intentional failure by Defendant  
7 and/or DOES to comply with itemized employee wage statement provisions, Plaintiff and the  
8 aggrieved employees have been able to reconstruct only a reasonable estimate of the hours  
9 worked and have, therefore, not received full compensation.

10 108. In addition, Defendant and/or DOES do not provide Plaintiff and the aggrieved employees  
11 with written notice that sets forth the amount of sick leave available for use, either in  
12 employees' itemized wage statements or in a separate writing provided to employees on the  
13 designated pay date.

14 109. Further, in addition to any penalties levied upon Defendant and/or DOES for its failure to  
15 comply with *Labor Code* section 226 subdivision (a)'s requirement to provide Plaintiff and the  
16 aggrieved employees accurate, itemized wage statements, *Labor Code* section 226.3 assesses  
17 additional penalties for the failure to keep the records required in subdivision (a) of Section  
18 226. *Labor Code* section 226 subdivision (a) requires Defendant and/or DOES to maintain  
19 records that "accurately shows all of the information required by this subdivision." Defendant  
20 and/or DOES have violated its statutory duty to maintain records for Plaintiff and the aggrieved  
21 employees that contain all of the information under *Labor Code* section 226(a)(1) through (9)

22 110. These claims are on behalf of Plaintiff and all non-exempt hourly employees, such as servers,  
23 cooks, line cooks, assistant chefs, hostesses, hosts, bartenders, busboys, dishwashers, and/or  
24 any similar job designations and titles, and all other current and former similarly situated non-  
25 exempt, hourly employees who are presently or formerly employed by Defendant and/or  
26 DOES and/or its subsidiaries or affiliated companies and/or predecessors within the State of  
27 California.

28 111. Plaintiff, as a non-exempt employee who Defendants and/or DOES failed to provide accurate

1 and itemized wage statements, is an aggrieved employee with standing to bring an action under  
2 the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public  
3 to enforce California's labor laws, and the penalty provisions identified in Cal. Lab. Code §  
4 2699.5.

5 112. Plaintiff, as a representative of the people of the State of California, will seek all penalties  
6 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes  
7 each of the following, as set forth in Cal. Lab. Code § 2699.5, which provides that section  
8 2699.3(a) applies to any alleged violation of the following provisions: sections 226, 1174,  
9 1199.

10 113. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself  
11 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred  
12 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal.  
13 Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per  
14 pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

15 114. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved  
16 employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this  
17 chapter or any provisions regulating hours and days of the week of the Industrial Welfare  
18 Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages  
19 pursuant to Cal. Lab. Code § 558(a).

20 **SEVENTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the**  
21 **Private Attorneys General Act of 2004 (PAGA) for Failing to Pay Employees Twice Per Month**  
22 **(Cal. Lab. Code § 2698 *et. seq.*).**

23 115. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein  
24 as if fully plead.

25 116. Section 204(a) of the *California Labor Code* requires that all wages earned by any person in  
26 any employment are due and payable twice during each calendar month, on days designated in  
27 advance by the employer as the regular paydays.

28 117. *Cal. Lab. Code* § 226 subdivision (a) provides “[a]ll wages . . . earned by any person in any

employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month shall be paid for between the 1st and 10th day of the following month.”

118. Defendant and/or DOES have a consistent policy and/or practice of failing to pay Plaintiff and the aggrieved employees twice per month. By failing to pay employees twice per month, Defendant and/or DOES willfully violated the provisions of Cal. Lab. Code § 204(a).

119. During the relevant time period, Defendant and/or DOES intentionally and willfully failed to pay Plaintiff and the aggrieved employees their wages, that were earned and unpaid, twice during each calendar month.

120. Alternatively, Defendant and/or DOES failed to pay wages to Plaintiff and the aggrieved employees earned within seven (7) calendar days of the end of the payroll period in which the wages were earned.

121. Defendant and/or DOES failure to pay Plaintiff and the aggrieved employees their wages, that were earned and unpaid, twice during each calendar month, is in violation of Cal. Lab. Code § 204.

122. These claims are on behalf of Plaintiff and all non-exempt hourly employees, such as servers, cooks, line cooks, assistant chefs, hostesses, hosts, bartenders, busboys, dishwashers, and/or any similar job designations and titles, and all other current and former similarly situated non-exempt, hourly employees who are presently or formerly employed by Defendant and/or DOES and/or its subsidiaries or affiliated companies and/or predecessors within the State of California.

123. Plaintiff, as a non-exempt employee who Defendant and/or DOES failed pay all wages owed twice per month, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California’s labor laws, and the penalty provisions identified in Cal. Lab. Code §

2699.5 for violations of Cal. Lab. Code § 204.

124. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal. Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

125. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages pursuant to Cal. Lab. Code § 558(a).

**EIGHTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failing to Reimburse Employees for Business Expenses (California Labor Code §2698 et. seq.)**

126. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

127. California Labor Code section 2802 provides: “An employer shall indemnify his or her employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer...[which includes] all reasonable costs, including, but not limited to, attorneys’ fees incurred by the employee enforcing the rights granted by this section.”

128. Plaintiff and the aggrieved employees incurred expenses in the discharge of their duties without receiving reimbursement from Defendant and/or DOES. These expenses include, but are not limited to, having to use their personal cell phones for business purposes. For example, Defendant and/or DOES require Plaintiff and the aggrieved employees to use their personal cell phones to communicate with their managers and supervisors throughout the workday. *California Labor Code* section 2802(a) entitles Plaintiff and the aggrieved employees to reimbursement for said necessary expenditures, plus interest and expenses.

1 129. These claims are on behalf of Plaintiff and all non-exempt hourly employees, such as servers,  
2 cooks, line cooks, assistant chefs, hostesses, hosts, bartenders, busboys, dishwashers, and/or  
3 any similar job designations and titles, and all other current and former similarly situated non-  
4 exempt, hourly employees who are presently or formerly employed by Defendant and/or  
5 DOES and/or its subsidiaries or affiliated companies and/or predecessors within the State of  
6 California.

7 130. Plaintiff, as a non-exempt employee who incurred business expenses which Defendant and/or  
8 DOES failed to reimburse, is an aggrieved employee with standing to bring an action under  
9 the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general  
10 public to enforce California's labor laws, and the penalty provisions identified in *Labor Code*  
11 section 2699.5 for violations of *Labor Code* section 2802.

12 131. Pursuant to *Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of  
13 herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one  
14 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation  
15 per *Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved  
16 employee per pay period for each subsequent violation, per *Labor Code* section 2699(f)(2).

17 **NINTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the**  
18 **Private Attorneys General Act of 2004 (PAGA) for Failing to Adopt a Compliant Sick Pay/Paid**  
19 **Time Off Policy**

20 132. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein  
21 as if fully plead.

22 133. Section 246(a)(1) of the California Labor Code states: "An employee who, on or after July 1,  
23 2015, works in California for the same employer for 30 or more days within a year from the  
24 commencement of employment is entitled to paid sick days as specified in this section."

25 134. Section 246(c) of the Labor Code states: "An employee shall be entitled to use accrued paid  
26 sick days beginning on the 90th day of employment, after which day the employee may use  
27 paid sick days as they are accrued."

28 135. Section 233(c) of the California Labor Code states: "An employer shall not deny an employee

1 the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any  
2 manner discriminate against an employee for using, or attempting to exercise the right to use,  
3 sick leave to attend to an illness or the preventive care of a family member, or for any other  
4 reason specified in subdivision (a) of Section 246.5.”

5 136. Section 233(d) of the California Labor Code provides relief for violations of this section,  
6 stating that “[a]ny employee aggrieved by a violation of this section shall be entitled to  
7 reinstatement and actual damages or one day’s pay, whichever is greater, and to appropriate  
8 equitable relief.”

9 137. Section 234 of the California Labor Code further forbids employers from adopting an “absence  
10 control policy that counts sick leave taken pursuant to Section 233 as an absence that may lead  
11 to or result in discipline, discharge, demotion, or suspension is a per se violation of Section  
12 233. An employee working under this policy is entitled to appropriate legal and equitable relief  
13 pursuant to Section 233.”

14 138. Defendant and/or DOES operate under an absence control policy that counts sick leave taken  
15 pursuant to Section 233. Thus, Defendant’s and/or DOES’ sick pay policy punishes employees  
16 for use of protected and appropriate sick leave. Defendant and/or DOES further failed to  
17 provide paid sick days for all hours worked in compliance with these sections.

18 139. These claims are on behalf of Plaintiff and all non-exempt hourly employees, such as servers,  
19 cooks, line cooks, assistant chefs, hostesses, hosts, bartenders, busboys, dishwashers, and/or  
20 any similar job designations and titles, and all other current and former similarly situated non-  
21 exempt, hourly employees who are presently or formerly employed by Defendant and/or  
22 DOES and/or its subsidiaries or affiliated companies and/or predecessors within the State of  
23 California.

24 140. Plaintiff, as a non-exempt employee subject to Defendant and/or DOES’ unlawful sick pay  
25 policy, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff  
26 has satisfied all prerequisites to serve as a representative of the general public to enforce  
27 California’s labor laws, and the penalty provisions identified in Cal. Lab. Code § 2699.5 for  
28 violations of Cal. Lab. Code §§ 233, 234, and 246.

1 141. Pursuant to Cal. Lab. Code § 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself  
2 and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred  
3 dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per Cal.  
4 Lab. Code § 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per  
5 pay period for each subsequent violation, per Cal. Lab. Code § 2699(f)(2).

6 142. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved  
7 employees, seeks penalties pursuant to Cal. Lab. Code § 558 for violations pursuant to this  
8 chapter or any provisions regulating hours and days of the week of the Industrial Welfare  
9 Commission under Cal. Lab. Code § 558(a)(1) and 558(a)(2). Plaintiff is not seeking wages  
10 pursuant to Cal. Lab. Code § 558(a).

#### 11 **V. PRAYER FOR RELIEF**

12 WHEREFORE, Plaintiff, individually and on behalf of all other aggrieved employees, prays  
13 for relief and judgment against Defendant and/or DOES, jointly and severally, as follows:

- 14 A. For penalties as provided under Cal. Lab. Code § 558(a)(1) and 558(a)(2).
- 15 B. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.* for  
16 failure to provide compliant meal periods;
- 17 C. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*  
18 for each pay period during which an employee was underpaid due to failure to provide paid  
19 meal periods;
- 20 D. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*  
21 for failure to provide all rest periods;
- 22 E. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*  
23 for each pay period during which an employee was underpaid due to failure to provide paid  
24 rest periods;
- 25 F. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*  
26 for failure to timely pay wages at separation;
- 27 G. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*  
28 for failure to provide compensation at the regular, overtime, and double time rate for all time

- 1 worked;
- 2 H. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
- 3 for failure to provide compensation at the minimum wage;
- 4 I. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
- 5 for failure to provide accurate, itemized wage statements;
- 6 J. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
- 7 for failure to pay employees all wages owed twice per month;
- 8 K. For penalties as provided, per each violation, by the PAGA, Cal. Lab. Code § 2699, *et. seq.*
- 9 for failure to adopt a sick pay policy compliant with California law;
- 10 L. For penalties as provided, per each violation, by the PAGA, *Labor Code* section 2699, *et. seq.*
- 11 for failure to reimburse business expenses; and
- 12 M. For reasonable attorneys' fees and costs under the PAGA, Cal. Lab. Code § 2699(g)(1).

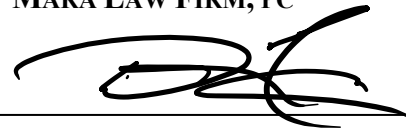
13 **DEMAND FOR JURY TRIAL**

14 Plaintiff demands a jury trial.

15  
16 Date: May 30, 2023

Signed:

MARA LAW FIRM, PC



David Mara, Esq.  
Matthew Crawford, Esq.  
Attorneys for Plaintiff ANTHONY  
GONZALEZ, on behalf of himself and all  
others similarly situated, and on behalf of the  
general public