

BIBIYAN LAW GROUP, P.C.

Jason W. Rothman (Cal. Bar No. 304961)

jason@tomorrowlaw.com

Guido E. Toscano (Cal. Bar No. 266304)

gtoscano@tomorrowlaw.com

1460 Westwood Boulevard

Los Angeles, California 90024

Tel: (310) 438-5555; Fax: (310) 300-1705

Attorneys for Plaintiff JUAN BRITO-GONZALEZ,
as an Aggrieved Employee, and on behalf of all other
Aggrieved Employees

ELECTRONICALLY FILED

Superior Court of California,

County of San Diego

2/13/2026 4:44:57 PM

Clerk of the Superior Court

By V. Rodriguez, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

JUAN BRITO-GONZALEZ, as an Aggrieved
Employee, and on behalf of all other
Aggrieved Employees under the Labor Code
Private Attorneys' General Act of 2004,

Plaintiff

v.

CUDM LP, a California limited partnership;
CUSR, LP, a California limited partnership;
T4 URBAN KITCHEN, INC., a California
corporation; CUTP LP, a California limited
partnership; CUOC LP, a California limited
partnership; YCART2, LLC, a California
limited liability company; 5 CUBED, L.P., a
California limited partnership; URBAN
KITCHEN CATERING CORP., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 26CU010387C

REPRESENTATIVE ACTION

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

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

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

4 **INTRODUCTION**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against CUDM LP, and any
7 of its respective subsidiaries or affiliated companies within the State of California (“CUDM”);
8 CUSR, LP, and any of its respective subsidiaries or affiliated companies within the State of
9 California (“CUSR”); T4 URBAN KITCHEN, INC., and any of its respective subsidiaries or
10 affiliated companies within the State of California (“T4”); CUTP LP, and any of its respective
11 subsidiaries or affiliated companies within the State of California (“CUTP”); CUOC LP, and any of
12 its respective subsidiaries or affiliated companies within the State of California (“CUOC”); 5
13 CUBED, LP, and any of its respective subsidiaries or affiliated companies within the State of
14 California (“5 CUBED”); YCART2, LLC, and any of its respective subsidiaries or affiliated
15 companies within the State of California (“UCART2”), URBAN KITCHEN CATERING CORP,
16 and any of its respective subsidiaries or affiliated companies within the State of California
17 (“URBAN”); (hereinafter, CUDM, CUSR, T4, CUTP, CUOC, 5CUBED, YCART2, URBAN,
18 collectively, with DOES 1 through 100, as further defined below, “Defendants”) as a proxy of the
19 Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of
20 Plaintiff and all Aggrieved Employees that worked for Defendants during the PAGA Period.
21 Specifically, in connection with any alleged claims for failure to comply with Labor Code sections
22 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 233, 234, 245, 246, 351, 353, 432, 432.5,
23 432.7, 432.8, 510, 512, 551, 552, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197,
24 1197.1, 2800, 2802, 2810.5, 2699, as well as applicable Wage Orders, Plaintiff seeks to represent
25 all current and former employees that worked for Defendants during the PAGA Period. On all other
26 claims mentioned herein, Plaintiff seeks to represent only non-exempt current and former employees
27 that worked for Defendants during the PAGA Period. Collectively, these employees are herein
28 referred to as “Aggrieved Employees.” The “PAGA Period” refers to three years preceding the date

1 notice was submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

2 **PARTIES**

3 2. Plaintiff JUAN BRITO-GONZALEZ is a resident of the State of California. At all
4 relevant times herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 employed Plaintiff as a non-exempt employee. Plaintiff worked as a cook with duties that included,
6 but were not limited to, cooking customer's orders. Plaintiff is informed and believes, and based
7 thereon alleges, that Plaintiff JUAN BRITO-GONZALEZ worked for Defendants from
8 approximately September of 2024 through approximately October of 2025.

9 3. Plaintiff is informed and believes and based thereon alleges that defendant CUDM,
10 is, and at all times relevant hereto was, a limited partnership organized and existing under and by
11 virtue of the laws of the State of California and doing business in the County of San Diego, State of
12 California. At all relevant times herein, CUDM employed Plaintiff and Aggrieved Employees within
13 the State of California.

14 4. Plaintiff is informed and believes and based thereon alleges that defendant CUSR,
15 is, and at all times relevant hereto was, a limited partnership organized and existing under and by
16 virtue of the laws of the State of California and doing business in the County of San Diego, State of
17 California. At all relevant times herein, CUSR employed Plaintiff and Aggrieved Employees within
18 the State of California.

19 5. Plaintiff is informed and believes and based thereon alleges that defendant T4 is, and
20 at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws
21 of the State of California and doing business in the County of San Diego, State of California. At all
22 relevant times herein, T4 employed Plaintiff and Aggrieved Employees within the State of
23 California.

24 6. Plaintiff is informed and believes and based thereon alleges that defendant CUTP is,
25 and at all times relevant hereto was, a limited liability company organized and existing under and
26 by virtue of the laws of the State of California and doing business in the County of San Diego, State
27 of California. At all relevant times herein, CUTP employed Plaintiff and Aggrieved Employees
28 within the State of California.

1 7. Plaintiff is informed and believes and based thereon alleges that defendant CUOC is,
2 and at all times relevant hereto was, a limited partnership organized and existing under and by virtue
3 of the laws of the State of California and doing business in the County of San Diego, State of
4 California. At all relevant times herein, CUOC employed Plaintiff and Aggrieved Employees within
5 the State of California.

6 8. Plaintiff is informed and believes and based thereon alleges that defendant 5CUBED
7 is, and at all times relevant hereto was, a limited partnership organized and existing under and by
8 virtue of the laws of the State of California and doing business in the County of San Diego, State of
9 California. At all relevant times herein, 5CUBED employed Plaintiff and Aggrieved Employees
10 within the State of California.

11 9. Plaintiff is informed and believes and based thereon alleges that defendant YCART2
12 is, and at all times relevant hereto was, a limited liability company organized and existing under and
13 by virtue of the laws of the State of California and doing business in the County of San Diego, State
14 of California. At all relevant times herein, YCART2 employed Plaintiff and Aggrieved Employees
15 within the State of California.

16 10. Plaintiff is informed and believes and based thereon alleges that defendant URBAN
17 is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of
18 the laws of the State of California and doing business in the County of San Diego, State of
19 California. At all relevant times herein, URBAN employed Plaintiff and Aggrieved Employees
20 within the State of California.

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

28 ///

1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3
4
5
6
7
8

2
3
4
5
6
7
8

9
0
1
2
3

4
5
6
7
8
9
0
1
2

3
4

5

6
7

8

1 sections 392, *et seq.* because, among other things, San Diego County is where the causes of action
2 complained of herein arose; the county in which the employment relationship began; the county in
3 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
4 due to be performed; the county in which the employment contract, or part of it, between Plaintiff
5 and Defendants was actually performed; and the county in which Defendants, or some of them,
6 reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Aggrieved
7 Employees in San Diego County, and Defendants employ Aggrieved Employees in San Diego
8 County.

9 **PAGA REPRESENTATIVE ALLEGATIONS**

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

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

19 20. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
20 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
21 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
22 PAGA Period.

23 21. Pursuant to Labor Code section 2699.3, on or around October 14, 2025, Plaintiff
24 provided written notice of Defendants’ violation of various provisions of the Labor Code to the
25 LWDA online and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

26 22. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
27 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
28 calendar days of the PAGA Notice.

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

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

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

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

19 27. In the event, the LWDA and/or a court issued a finding or determination to the
20 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
21 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
22 any of them, would be subject to heightened penalties pursuant to Labor Code sections
23 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either
24 Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving
25 of the PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations
26 as detailed herein was and is malicious, fraudulent, and/or oppressive. Thus, Defendants, or any of
27 them, are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack
28 eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

1 **FACTUAL ALLEGATIONS**

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

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

11 30. Upon information and belief, Defendants failed to accurately track and/or pay for all
12 minutes actually worked by Plaintiff and Aggrieved Employees at the proper rates of pay.
13 Defendants also engaged, suffered, or permitted Aggrieved Employees to work off the clock,
14 including, without limitation, by requiring Plaintiff and Aggrieved Employees to work during meal
15 periods.

16 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 violated, without limitation, Labor Code sections 223, 510, 551, 552, 1197, 1182.12, and applicable
18 Wage Orders based on its continued failure to pay minimum and overtime wages for all hours
19 worked. Thus, Plaintiff and other Aggrieved Employees are entitled to actual and liquidated
20 damages under, without limitation, Labor Code sections 1194, 1194.2, and 1198. Plaintiff is further
21 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
22 violations and was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
23 penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1,
24 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further
25 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

26 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
27 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
28 Employees during the PAGA Period to work every day in excess of five (5) and ten (10) hours per

1 day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
2 compensation in lieu thereof. By way of example, Defendants regularly denied Plaintiff and
3 Aggrieved Employees lawful meal periods by, without limitation, failing to provide meal periods
4 all together; interrupting meal periods; not providing timely meal periods; failing to provide second
5 meal periods; providing short meal periods; and otherwise requiring on-duty/on-call meal periods.
6 Plaintiff and other Aggrieved Employees personally suffered these violations. Consequently,
7 Plaintiff is informed and believes, and based thereon alleges, that Defendants violated Labor Code
8 sections 512 and 1198 each day for each Aggrieved Employee during the PAGA Period, and thus
9 each Aggrieved Employee was owed one hour of premium pay at their regular rate of pay for each
10 day worked during the PAGA Period under Labor Code section 226.7. However, Plaintiff is
11 informed and believes that those premium payments under Labor Code section 226.7 were not made
12 for these non-compliant meal periods, either at all or at the proper regular rate of pay. Defendants
13 would thus be liable for civil penalties pursuant to Labor Code sections 210 (for failure to timely
14 pay these wages), 558, 1198 and 2699 for both failing to authorize the taking of compliant meal
15 periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive relief
16 under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes, and based thereon
17 alleges, that Defendants' conduct that gave rise to such violations and was malicious, fraudulent, or
18 oppressive. As such, Defendants are further liable for civil penalties pursuant to Labor Code section
19 2699(f)(2)(B)(ii).

20 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
22 including, without limitation, work over four-hour periods (or major fractions thereof) without
23 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
24 and complete ten-minute rest periods in which the employees are completely relieved of all of their
25 duties. By way of example, Defendants regularly denied Plaintiff and Aggrieved Employees lawful
26 rest periods by, without limitation, interrupting rest periods; not providing rest periods in a timely
27 fashion; and otherwise requiring on-duty/on-call rest periods. Plaintiff and other Aggrieved
28 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,

1 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each
2 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
3 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
4 under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
5 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
6 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
7 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
8 (for failure to timely pay these wages), 558, 1198 and 2699 for both failing to authorize the taking
9 of compliant rest periods and for failing to provide premium pay under Labor Code section 226.7,
10 or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
11 and based thereon alleges, that Defendants' conduct above gave rise to such violations and was
12 malicious, fraudulent, or oppressive. As such, Defendants are further liable for civil penalties
13 pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 34. As a result of, among other things, Defendants' herein-described policy or practice
15 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
16 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
17 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
18 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
19 continues to fail to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
20 accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; the
21 inclusive dates of the period for which the employee is paid; the name of the employee and only the
22 last four digits of their social security number or an employee identification number other than a
23 social security number; all deductions; all applicable hourly rates in effect during the pay period and
24 the corresponding number of hours worked at each hourly rate by the employee; the legal name and
25 address of the employer, and other such information as required by Labor Code section 226,
26 subdivision (a). Consequently, Plaintiff is informed and believes, and based thereon alleges, that
27 Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee
28 during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee personally suffered

1 these violations and was owed penalties under Labor Code section 226 for each pay period worked
2 during the PAGA Period. Plaintiff is informed and believes that those penalties under Labor Code
3 section 226 were not paid for these violations of Labor Code section 226. Defendants would thus
4 be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699, or
5 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and believes,
6 and based thereon alleges, that Defendants' conduct above gave rise to such violations and was
7 malicious, fraudulent, or oppressive. Thus, Defendants would further be liable for civil penalties
8 pursuant to Labor Code section 2699(f)(2)(B)(ii).

9 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
10 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
11 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
12 failing to pay all overtime wages owed, all minimum wages; and all premium pay owed, as set forth
13 above, among other things. Consequently, Plaintiff is informed and believes, and based thereon
14 alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198 each pay period for
15 each Aggrieved Employee during the PAGA Period, and thus Plaintiff and each Aggrieved
16 Employee personally suffered these violations and was owed penalties under Labor Code section
17 203 for each pay period worked during the PAGA Period. However, Plaintiff is informed and
18 believes that those penalties under Labor Code section 203 were not made for these violations of
19 Labor Code sections 201, 202, and 203. Defendants would thus be liable for civil penalties pursuant
20 to Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
21 2699(j). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
22 conduct above gave rise to such violations and was malicious, fraudulent, or oppressive. As such,
23 Defendants would further be liable for civil penalties pursuant to Labor Code section
24 2699(f)(2)(B)(ii).

25 36. Plaintiff is informed and believes, and based thereon alleges that Defendants also
26 failed and refused, and continue to fail and refuse, to reimburse employees, including, without
27 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for separately
28 laundering mandatory uniforms, and for the use of cellular phones, in direct consequence of the

1 discharge of their duties, or of their obedience to the directions of Defendants, as required by Labor
2 Code sections 1198, 2800, 2802, and other statutory and common law offenses. By way of example,
3 Defendants required Plaintiff, and upon information and belief, Aggrieved Employees, to sign a
4 “Uniform Issue Acknowledgement” produced as BATES CUDM00008 which confirms Plaintiff
5 was only provided with one shirt and was responsible for maintaining the uniform himself. As a
6 result, Plaintiff and other Aggrieved Employees have personally suffered these violations and
7 Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these costs incurred
8 in furtherance of work duties. Defendants would thus be liable for civil penalties pursuant to Labor
9 Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
10 Plaintiff is further informed and believes, and based thereon alleges, that Defendants’ conduct above
11 gave rise to such violations and was malicious, fraudulent, or oppressive. As such, Defendants
12 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

1 38. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
2 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
3 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
4 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
5 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
6 the sick pay was not provided at the proper regular of pay as required under California law due to
7 failure to properly calculate the regular rate. [ONLY IF APPLICABLE]Plaintiff is further informed
8 and believes that Defendants also did not permit its use upon request by Defendants and other
9 Aggrieved Employees as contemplated under California and local laws, including, without
10 limitation, under Labor Code section 233, that permits its use to attend to an illness of a child, parent,
11 spouse, or domestic partner without retaliation. Plaintiff is additionally informed and believes that
12 the notice requirement of Labor Code section 221, 223, 233, 234, 245 and 246 involves a mandatory
13 payroll or workplace injury reporting. Plaintiff is thus informed and believes that Defendants
14 violated these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and
15 other Aggrieved Employees have personally suffered violations under these sections and
16 Defendants would be liable for civil penalties for violation of the paid sick leave regulations under
17 Labor Code sections 1198 and 2699, as well as equitable, injunctive, or restitutionary relief, and
18 reasonable attorneys' fees and costs. Plaintiff further informed and believes, and based thereon
19 alleges, that Defendants' conduct above gave rise to such violations and was malicious, fraudulent,
20 or oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
21 2699(f)(2)(B)(ii).

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

1 Plaintiff and other Aggrieved Employees to penalties prescribed by Labor Code sections 226 and
2 1198.5. Defendants would also be liable for civil penalties pursuant to Labor Code sections 558,
3 1174.5, and 2699. Plaintiff further informed and believes, and based thereon alleges, that
4 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
5 oppressive. Defendants would further be liable for civil penalties pursuant to Labor Code section
6 2699(f)(2)(B)(ii).

7 40. Plaintiff is further informed and believes, and based thereon alleges that Defendants
8 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
9 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
10 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
11 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
12 payday designated by Defendants; the name of the employer, including any "doing business as"
13 names used by the employer; the physical address of the employer's main office and the telephone
14 number of the employer; the name, address and telephone number of the workers' compensation
15 insurance carrier; information regarding paid sick leave; and other pertinent information required to
16 be disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that
17 Defendants' failure to provide such information, including rates of pay that are in effect, has
18 permitted Defendants to pay employees at rates of pay that were not agreed upon and violate
19 minimum wage and overtime wage laws in California. Plaintiff is informed and believes that
20 Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and other Aggrieved
21 Employees personally suffered these violations. Plaintiff is further informed and believes, and based
22 thereon alleges, that Defendants' conduct above gave rise to such violations and was malicious,
23 fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
24 connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and
25 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
26 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
28 or had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for

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

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

1 informed and believes, and based thereon alleges, that Plaintiff and other Aggrieved Employees
2 personally suffered these violations, and that Defendants violated, without limitation, Labor Code
3 section 432.5 and Government Code section 12952, entitling Plaintiff and other Aggrieved
4 Employees to damages. Plaintiff is further informed and believes, and based thereon alleges, that
5 Defendants' conduct above gave rise to such violations and was malicious, fraudulent, or
6 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
7 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
8 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

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

13 **FIRST AND ONLY CAUSE OF ACTION**

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

15 44. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
16 preceding paragraphs as though fully set forth hereat.

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

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

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

1 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

2 47. At all relevant times herein, Defendants have had a consistent policy or practice of
3 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
4 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
5 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
6 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
7 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
8 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
9 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
10 violation in connection with each payment that was made in violation of Labor Code section 204.

11 Civil Penalties Under Labor Code § 226.3

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

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

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

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

1 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
2 period for each subsequent violation.

3 Violation of Labor Code § 558

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

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

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

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

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

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

24 Violation of Labor Code § 1174.5

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

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

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

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

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

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

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

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

2 Violation of Labor Code § 1197.1

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

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

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

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

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

27 63. As a direct and proximate result of the herein-described Labor Code violations,
28 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to

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

5 Civil Penalties Under Labor Code § 2699

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

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

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

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

21 **PRAYER**

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

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

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

28 C. For equitable, including, without limitation, injunctive relief;

- 1 C. Pre-judgment and post-judgment interest;
2 D. For costs of suit incurred herein; and
3 E. Such other and further relief as the Court deems just and proper.

4 Dated: February 13, 2026

BIBIYAN LAW GROUP, P.C.

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

BY: /s/ Guido E. Toscano

Guido E. Toscano

Attorneys for Plaintiff JUAN BRITO-
GONZALEZ and on behalf of all other
Aggrieved Employees