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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

GRACE KIM, individually, and on behalf
of other members of the general public
similarly situated, and as an aggrieved
employee pursuant to Private Attorneys
General Act ("PAGA"),

Plaintiff,

vs.

CALIFORNIA FISH GRILL
INVESTMENTS, LLC, a Delaware limited
liability corporation; CALIFORNIA FISH
GRILL, INC., a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
1/7/2026 9:41 AM
By: Alejandra Salamanca, DEPUTY

Case No.: 25CV476782

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);

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- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);
- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Grace Kim, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees,
3 alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt, hourly
9 paid employees and received at least one wage statement and against whom one or more
10 violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision
11 regulating hours and days of work in the applicable Industrial Welfare Commission (“IWC”)
12 Wage Order were committed, as set forth in this complaint. The monetary damages, penalties,
13 and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court
14 and will be established according to proof at trial. This Court has jurisdiction over this action
15 pursuant to the California Constitution, Article VI, section 10. The statutes under which this
16 action is brought do not specify any other basis for jurisdiction. Plaintiff’s share of damages,
17 penalties, and other relief sought in this action do not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
21 over them by the California courts consistent with traditional notions of fair play and substantial
22 justice. There is no basis for federal diversity jurisdiction in this action because there is no
23 complete diversity, and this case falls within the statutory exceptions to “minimal diversity”
24 jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4). Upon information
25 and belief, two-thirds or more of the class members and Defendants are citizens of California
26 and/or (a) two-thirds of the class members and Defendants are citizens of California; (b) the
27 alleged wage and hour violations occurred in California; (c) significant relief is being sought
28 against Defendants whose violations of California wage and hour laws form a significant basis

1 for Plaintiff's claims; and (d) no other class action has been filed within the past three (3) years
2 on behalf of the same proposed class against Defendants asserting the same or similar factual
3 allegations.

4 3. Venue is proper in this Court because Defendants employ persons in this county,
5 and employed Plaintiff in this county, and thus a substantial portion of the transactions and
6 occurrences related to this action occurred in this county.

7 **THE PARTIES**

8 4. Plaintiff Grace Kim is a resident of Irvine, in Orange County, California.
9 Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately
10 August 2021 to July 2025. Plaintiff worked as a General Manager for Defendants at their
11 restaurant located at 1135 E. 19th Street, Upland, California 91784. During her employment,
12 Plaintiff typically worked eight (8) hours per day or more, and five (5) days per week. At the
13 time Plaintiff's employment with Defendants ended, she was compensated approximately
14 \$33.65 per hour. Plaintiff's primary job duties included, without limitation, stocking restaurant
15 items, operating the cash register, completing prep work for ingredients, ensuring food safety,
16 handling customer complaints, and assisting coworkers.

17 5. CALIFORNIA FISH GRILL INVESTMENTS, LLC was and is, upon
18 information and belief, a Delaware limited liability company, and at all times hereinafter
19 mentioned, an employer whose employees are engaged throughout this county, the State of
20 California.

21 6. CALIFORNIA FISH GRILL, INC. was and is, upon information and belief, a
22 California corporation, and at all times hereinafter mentioned, an employer whose employees
23 are engaged throughout this county, the State of California.

24 7. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
25 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the
26 complaint and serve such fictitiously named Defendants once their names and capacities
27 become known.

28 8. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10

1 were the partners, agents, owners, or managers of CALIFORNIA FISH GRILL
2 INVESTMENTS, LLC and/or CALIFORNIA FISH GRILL, INC., at all relevant times.

3 9. Plaintiff is informed and believes, and thereon alleges, that each and all of the
4 acts and omissions alleged herein was performed by, or is attributable to, CALIFORNIA FISH
5 GRILL INVESTMENTS, LLC; CALIFORNIA FISH GRILL, INC.; and/or DOES 1 through 10
6 (collectively, “Defendants” or “California Fish Grill”), each acting as the agent, employee, alter
7 ego, and/or joint venturer of, or working in concert with, each of the other co-Defendants and
8 was acting within the course and scope of such agency, employment, joint venture, or concerted
9 activity with legal authority to act on the others’ behalf. The acts of any and all Defendants
10 were in accordance with, and represent, the official policy of Defendants.

11 10. At all relevant times, Defendants, and each of them, ratified each and every act
12 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
13 and abetted the acts and omissions of each and all the other Defendants in proximately causing
14 the damages herein alleged.

15 11. Plaintiff is informed and believes, and thereon alleges, that each of said
16 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
17 omissions, occurrences, and transactions alleged herein.

18 12. Under California law, Defendants are jointly and severally liable as employers
19 for the violations alleged herein because they have each exercised sufficient control over the
20 wages, hours, working conditions, and employment status of Plaintiff and class members. Each
21 Defendant had the power to hire and fire Plaintiff and class members, supervised and controlled
22 their work schedule and/or conditions of employment, determined their rate of pay, and
23 maintained their employment records. Defendants suffered or permitted Plaintiff and class
24 members to work and/or “engaged” Plaintiff and class members so as to create a common-law
25 employment relationship. As joint employers of Plaintiff and class members, Defendants are
26 jointly and severally liable for the civil penalties and all other relief available to Plaintiff and
27 class members under the law.

28 13. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,

Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class members because Defendants have:

- (a) jointly exercised meaningful control over the work performed by Plaintiff and class members;
- (b) jointly exercised meaningful control over Plaintiff's and class members' wages, hours, and working conditions, including the quantity, quality standards, speed, scheduling, and operative details of the tasks performed by Plaintiff and class members;
- (c) jointly required that Plaintiff and class members perform work which is an integral part of Defendants' businesses; and
- (d) jointly exercised control over Plaintiff and class members as a matter of economic reality in that Plaintiff and class members were dependent on Defendants, who shared the power to set the wages of Plaintiff and class members and determined their working conditions, and who jointly reaped the benefits from the underpayment of their wages and noncompliance with other statutory provisions governing their employment.

14. Plaintiff is informed and believes, and thereon alleges, that at all relevant times there has existed a unity of interest and ownership between Defendants such that any individuality and separateness between the entities has ceased.

15. CALIFORNIA FISH GRILL INVESTMENTS, LLC; CALIFORNIA FISH GRILL, INC.; and DOES 1 through 10 are therefore alter egos of each other.

16. Adherence to the fiction of the separate existence of Defendants would permit an abuse of the corporate privilege, and would promote injustice by protecting Defendants from liability for the wrongful acts committed by them under the name "CALIFORNIA FISH GRILL."

17. Plaintiff further alleges, upon information and belief, that Defendants CALIFORNIA FISH GRILL INVESTMENTS, LLC and/or CALIFORNIA FISH GRILL, INC.

are alter egos of each other for the following reasons:

- (a) On information and belief, CALIFORNIA FISH GRILL INVESTMENTS, LLC and CALIFORNIA FISH GRILL, INC. utilize the same standardized employment forms and issue the same employment policies; and
- (b) Plaintiff completed documents and entered into agreements with both CALIFORNIA FISH GRILL INVESTMENTS, LLC and CALIFORNIA FISH GRILL, INC. as a condition to starting her employment.

GENERAL ALLEGATIONS

18. Defendants operate a chain of at least fifty restaurants across thirteen (13) counties in California. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their company headquarters in Newport Beach, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

19. In particular, Plaintiff and class members, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees’ assigned locations or positions. Upon information and belief, Defendants set forth uniform policies and procedures in several documents provided at an employee’s time of hire.

20. Upon information and belief, Defendants maintain a centralized Payroll department at their company headquarters in Newport Beach, California, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations in California, including Plaintiff and class members. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees in California, irrespective of their work locations. Upon information and belief,

1 Defendants process payroll for departing employees in the same manner throughout the State
2 of California, regardless of the manner in which each employee's employment ends.

3 21. Defendants continue to employ non-exempt or hourly paid employees in
4 California.

5 22. Plaintiff is informed and believes, and thereon alleges, that at all times herein
6 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
7 advisors knowledgeable about California labor and wage law, employment and personnel
8 practices, and about the requirements of California law.

9 23. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
10 members were not paid for all hours worked because all hours worked were not recorded.

11 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and class members were entitled to receive certain wages for
13 overtime compensation and that they were not receiving certain wages for overtime
14 compensation.

15 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and class members were entitled to be paid at a regular rate of
17 pay, and corresponding rates of pay for overtime wages and/or meal and rest period premiums,
18 that included as eligible income all remuneration required by law, including but not limited to,
19 all income derived from incentive pay, nondiscretionary bonuses, and/or other forms of
20 compensation, but failed to include all forms of remuneration in calculating the regular rate of
21 pay for Plaintiff and class members.

22 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and class members were entitled to receive at least minimum
24 wages for compensation and that they were not receiving at least minimum wages for work that
25 was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff and
26 class members were not paid at least minimum wages for work done off-the-clock.

27 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and class members were entitled to meal periods in accordance

1 with the California Labor Code and applicable Industrial Welfare Commission (“IWC”) Wage
2 Order or payment of one (1) additional hour of pay at their regular rates of pay when they were
3 not provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
4 class members were not provided with all meal periods or payment of one (1) additional hour
5 of pay at their regular rates of pay when they did not receive a timely, uninterrupted, thirty (30)
6 minute meal period.

7 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and class members were entitled to rest periods in accordance
9 with the California Labor Code and applicable IWC Wage Order or payment of one (1)
10 additional hour of pay at their regular rates of pay when they were not authorized and permitted
11 to take a compliant rest period and that Plaintiff and class members were not authorized and
12 permitted to take compliant rest periods, or provided with payment of one (1) additional hour
13 of pay at their regular rates of pay when they were not authorized and permitted to take a
14 compliant rest period.

15 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and class members were entitled to receive complete and
17 accurate wage statements in accordance with California law. In violation of the California
18 Labor Code, Plaintiff and class members were not provided complete and accurate wage
19 statements.

20 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that they had a duty to maintain accurate and complete payroll records in
22 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
23 knowingly, and intentionally failed to do so.

24 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that Plaintiff and class members were entitled to timely payment of all
26 wages earned upon termination of employment. In violation of the California Labor Code,
27 Plaintiff and class members did not receive payment of all wages due, including, but not limited
28 to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay,

1 within permissible time periods.

2 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and class members were entitled to timely payment of wages
4 during their employment. In violation of the California Labor Code, Plaintiff and class members
5 did not receive payment of all wages, including, but not limited to, overtime wages, minimum
6 wages, meal and rest period premiums, and/or sick leave pay, within permissible time periods.

7 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and class members were entitled to receive sick leave benefits
9 to be paid at a regular rate of pay, that included, as eligible income, all income derived from
10 incentive pay, nondiscretionary bonuses, and/or other forms of compensation. In violation of
11 the California Labor Code, Defendants failed to include all forms of remuneration in calculating
12 the regular rate of pay for sick leave pay.

13 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and class members were entitled to receive full reimbursement
15 for all business-related expenses and costs they incurred during the course and scope of their
16 employment and that they did not receive full reimbursement of applicable business-related
17 expenses and costs incurred.

18 35. Plaintiff is informed and believes, and thereon alleges, that at all times herein
19 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
20 and class members for all hours worked, and that Defendants had the financial ability to pay
21 such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
22 represented to Plaintiff and class members that they were properly denied wages, all in order to
23 increase Defendants' profits.

24 **PAGA REPRESENTATIVE ALLEGATIONS**

25 36. At all times herein set forth, PAGA provides that any provision of law under the
26 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
27 collected by the Labor and Workforce Development Agency ("LWDA") for violations of the
28 California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by

1 aggrieved employees in a civil action brought on behalf of themselves and other current or
2 former employees pursuant to procedures outlined in California Labor Code section 2699.3.

3 37. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as
4 “any person who was employed by the alleged violator and personally suffered each of the
5 violations alleged.”

6 38. Plaintiff and other current and former employees of Defendants are “aggrieved
7 employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’ current
8 or former employees and each of the alleged violations were committed against them.

9 39. Pursuant to California Labor Code sections 2699.3 and 2699.5, aggrieved
10 employees, including Plaintiff, may pursue a civil action arising under PAGA after the
11 following requirements have been met:

- 12 (a) The aggrieved employee or representative shall give written notice by
13 online filing with the LWDA and by certified mail to the employer of the
14 specific provisions of the California Labor Code alleged to have been
15 violated, including the facts and theories to support the alleged violation.
- 16 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
17 2699.3(a) and any employer response to that notice shall be accompanied
18 by a filing fee of seventy-five dollars (\$75).
- 19 (c) The LWDA shall notify the employer and the aggrieved employee or
20 representative by certified mail that it does not intend to investigate the
21 alleged violation (“LWDA Notice”) within sixty (60) calendar days of the
22 postmark date of the aggrieved employee’s notice. Upon receipt of the
23 LWDA Notice, or if no LWDA Notice is provided within sixty-five (65)
24 calendar days of the postmark date of the aggrieved employee’s notice,
25 the aggrieved employee may commence a civil action pursuant to
26 California Labor Code section 2699 to recover civil penalties.

27 40. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
28 through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision

1 other than those listed in Section 2699.5 after the following requirements have been met:

- 2 (a) The aggrieved employee or representative shall give written notice by
3 online filing with the LWDA and by certified mail to the employer of the
4 specific provisions of the California Labor Code alleged to have been
5 violated (other than those listed in Section 2699.5), including the facts
6 and theories to support the alleged violation.
- 7 (b) An aggrieved employee's notice filed with the LWDA pursuant to
8 2699.3(c) and any employer response to that notice shall be accompanied
9 by a filing fee of seventy-five dollars (\$75).
- 10 (c) The employer may cure the alleged violation within thirty-three (33)
11 calendar days of the postmark date of the notice sent by the aggrieved
12 employee or representative. The employer shall give written notice
13 within that period of time by certified mail to the aggrieved employee or
14 representative and by online filing with the LWDA if the alleged violation
15 is cured, including a description of actions taken, and no civil action
16 pursuant to Section 2699 may commence. If the alleged violation is not
17 cured within the 33-day period, the aggrieved employee may commence
18 a civil action pursuant to Section 2699.

19 41. On October 9, 2025, Plaintiff provided written notice by online filing to the LWDA
20 and by Certified Mail to Defendants of the specific provisions of the California Labor Code
21 alleged to have been violated, including facts and theories to support the alleged violations, in
22 accordance with California Labor Code section 2699.3. Plaintiff's written notice was
23 accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA
24 Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case
25 Number LWDA-CM-1130881-25. A true and correct copy of Plaintiff's written notice to the
26 LWDA and Defendants dated October 9, 2025, is attached hereto as "Exhibit 1".

27 42. As of the filing date of this amended complaint, over 65 days have passed since
28 Plaintiff sent the notice described above to the LWDA, and the LWDA has not responded that it

intends to investigate Plaintiff's claims and Defendants have not cured the violations.

43. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

44. Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law."

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

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

47. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

CLASS ACTION ALLEGATIONS

48. Plaintiff brings this action on her own behalf, as well as on behalf of each and all

1 other persons similarly situated, and thus seeks class certification under California Code of Civil
2 Procedure section 382.

3 49. All claims alleged herein arise under California law for which Plaintiff seeks
4 relief authorized by California law.

5 50. Plaintiff's proposed class consists of and is defined as follows:

6 All persons who worked for Defendants as non-exempt, hourly
7 paid employees in California, at any time from October 29, 2024,
until the date of trial ("Class").

8 51. Plaintiff's proposed subclass consists of and is defined as follows:

9 All persons who worked for Defendants as non-exempt, hourly
10 paid employees in California and who received at least one wage
11 statement within one (1) year prior to the filing of the initial
complaint until the date of trial ("Subclass").

12 52. Members of the Class and Subclass are referred to herein as "class members."

13 53. Plaintiff reserves the right to redefine the Class and Subclass and to add
14 additional subclasses as appropriate based on further investigation, discovery, and specific
15 theories of liability.

16 54. There are common questions of law and fact as to class members that
17 predominate over questions affecting only individual members, including, but not limited to:

- 18 (a) Whether Defendants required Plaintiff and class members to work over
19 eight (8) hours per day, over twelve (12) hours per day, or over forty (40)
20 hours per week and failed to pay all legally required overtime
21 compensation to Plaintiff and class members;
- 22 (b) Whether Defendants failed to include all forms of remuneration in the
23 regular rate of pay as required by law for purposes of paying overtime
24 wages and/or meal and rest period premiums to Plaintiff and class
25 members;
- 26 (c) Whether Defendants failed to pay Plaintiff and class members at least
27 minimum wages for all hours worked;
- 28 (d) Whether Defendants failed to provide Plaintiff and class members with

- meal periods;
- (e) Whether Defendants failed to authorize and permit Plaintiff and class members to take rest periods;
 - (f) Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);
 - (g) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);
 - (h) Whether Defendants failed to pay earned overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay due to Plaintiff and class members upon their discharge;
 - (i) Whether Defendants failed to timely pay overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay to Plaintiff and class members during their employment;
 - (j) Whether Defendants failed to properly calculate the regular rate of pay upon which Plaintiff's and class members' sick leave rate of pay was based;
 - (k) Whether Defendants failed to reimburse Plaintiff and class members for necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;
 - (l) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
 - (m) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

55. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all

1 members would be unfeasible and impractical. The membership of the
2 entire class is unknown to Plaintiff at this time; however, the class is
3 estimated to be greater than one hundred (100) individuals and the
4 identity of such membership is readily ascertainable by inspection of
5 Defendants' employment records.

6 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
7 the interests of each class member with whom she has a well-defined
8 community of interest, and Plaintiff's claims (or defenses, if any) are
9 typical of all class members as demonstrated herein.

10 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
11 the interests of each class member with whom she has a well-defined
12 community of interest and typicality of claims, as demonstrated herein.
13 Plaintiff acknowledges that she has an obligation to make known to the
14 Court any relationship, conflicts or differences with any class member.
15 Plaintiff's attorneys, the proposed class counsel, are versed in the rules
16 governing class action discovery, certification, and settlement. Plaintiff
17 has incurred, and throughout the duration of this action, will continue to
18 incur costs and attorneys' fees that have been, are, and will be necessarily
19 expended for the prosecution of this action for the substantial benefit of
20 each class member.

21 (d) Superiority: The nature of this action makes the use of class action
22 adjudication superior to other methods. A class action will achieve
23 economies of time, effort, and expense as compared with separate
24 lawsuits, and will avoid inconsistent outcomes because the same issues
25 can be adjudicated in the same manner and at the same time for the entire
26 class.

27 (e) Public Policy Considerations: Employers in the State of California violate
28 employment and labor laws every day. Current employees are often

afraid to assert their rights out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions because they believe their former employers might damage their future endeavors through negative references and/or other means. Class actions provide the class members who are not named in the complaint with a type of anonymity that allows for the vindication of their rights while simultaneously protecting their privacy.

FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime

(Against all Defendants)

56. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

57. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable wage order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

58. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

59. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiff and class members working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

60. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiff and class members working more than twelve (12) hours in a day, overtime compensation at a rate of two (2) times their regular rate of pay. An employee's

1 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
2 employee, including nondiscretionary bonuses and incentive pay.

3 61. California Labor Code section 510 codifies the right to overtime compensation
4 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
5 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
6 (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for
7 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
8 the seventh (7th) day of work.

9 62. During the relevant time period, Defendants willfully failed to pay all overtime
10 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and class
11 members were not paid overtime premiums for all of the hours they worked in excess of eight
12 (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours
13 in a week, because all hours worked were not recorded.

14 63. First, during the relevant time period, Defendants had, and continue to have, a
15 company-wide policy and/or practice of requiring Plaintiff and class members to perform work-
16 related tasks off-the-clock outside of their scheduled shifts. For example, Defendants had a
17 company-wide security policy and/or practice for closing shift employees to leave the restaurant
18 premises together in a group. After clocking out at the end of their shifts, Plaintiff and class
19 members were required to wait for all other employees to complete their own duties before they
20 could be released by a keyholder employee, such as Plaintiff, and could leave Defendants'
21 premises together. Approximately twice per week, Plaintiff would complete her own closing
22 tasks, clock out, and then have to wait until her coworkers had completed their respective
23 closing duties, before everyone could be released. During this time, Plaintiff often worked off-
24 the-clock in order to help other employees complete their tasks so that everyone could leave
25 sooner. As a result, Plaintiff and class members were subject to Defendants' control after they
26 had clocked out for their shifts, but were not compensated for this time.

27 64. Moreover, Defendants had, and continue to have, a company-wide policy and/or
28 practice requiring Plaintiff and class members to respond to phone communications before and

1 after their shifts or on their days off. For example, Plaintiff was required to answer work-related
2 phone calls from coworkers at least twice per week while off-the-clock, to address shift
3 coverage, employee scheduling, and other issues. Thus, Defendants failed to track the time
4 Plaintiff and class members spent working outside of their shifts, and Plaintiff and class
5 members received no compensation for this time.

6 65. Second, Plaintiff and class members were required to travel to and from quarterly
7 company meetings and annual corporate retreats, but were not compensated for this time
8 worked. For example, Plaintiff drove to and from a general manager meeting in Irvine every
9 few months, and to and from an annual manager retreat in San Diego, which took approximately
10 3–6 hours roundtrip, but was not paid for any of this time spent traveling to or from the meetings.
11 Defendants did not record this time Plaintiff and class members spent working off the clock.

12 66. Third, Defendants had, and continue to have, a company-wide policy and/or
13 practice of strictly staffing their locations based on the labor hours allocated by each location's
14 labor or payroll budget set by the corporate office. On information and belief, this practice of
15 labor budgeting and/or limited payroll allocation has resulted in chronic understaffing and a
16 lack of adequate meal period coverage, because there were too few employees on duty to attend
17 to customers and handle the workload. Specifically, Plaintiff was pressured to keep up with her
18 managerial tasks, which included completing daily food safety inspections, attending to
19 customer complaints, and filling in for other employees, all while managing the demands of
20 customer service. Because Defendants did not employ or staff a sufficient number of employees
21 to meet customer demand, there were not enough employees available to relieve all employees
22 needing meal period coverage, and Plaintiff and class members were not always afforded
23 uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal
24 period. For example, Plaintiff's meal periods were often interrupted by store employees calling
25 her with questions or approaching her about various work-related issues.

26 67. Moreover, Defendants' company-wide timekeeping system prevented Plaintiff
27 and class members from recording all hours worked when their meal periods were shortened or
28 interrupted, because the system locked out Plaintiff and class members once they clocked out

1 for a meal period, and would not permit them to clock back in from a meal period until 30
2 minutes elapsed. Thus, Defendants did not record all hours worked during meal periods, and
3 Plaintiff and class members performed work during meal periods for which they were not paid.

4 68. Defendants knew or should have known that, as a result of these company-wide
5 practices and/or policies, Plaintiff and class members were performing their assigned duties off-
6 the-clock outside of their scheduled shifts and during meal periods, and were suffered or
7 permitted to perform work for which they were not paid. Because Plaintiff and class members
8 worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this
9 off-the-clock work qualified for overtime premium pay. Therefore, Plaintiff and class members
10 were not paid overtime wages for all of the overtime hours they actually worked.

11 69. Moreover, Defendants did not pay Plaintiff and class members the correct
12 overtime rate for the recorded overtime hours that they generated. In addition to an hourly
13 wage, Defendants paid Plaintiff and class members incentive pay, nondiscretionary bonuses,
14 and/or other forms of remuneration. However, in violation of the California Labor Code,
15 Defendants failed to incorporate all compensation, including incentive pay, nondiscretionary
16 bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for
17 purposes of calculating the overtime wage rate. Therefore, during times when Plaintiff and
18 class members worked overtime and received these other forms of pay, Defendants failed to pay
19 all overtime wages by paying a lower overtime rate than required.

20 70. For example, Defendants paid Plaintiff and class members incentive pay and/or
21 nondiscretionary bonuses which were listed on Plaintiff's and class members' wage statements
22 as "Bonus." During pay periods that Plaintiff and class members were paid overtime wages,
23 Defendants did not incorporate the incentive pay and/or nondiscretionary bonuses into
24 Plaintiff's and class members' regular rate of pay and, as a result, paid them at incorrect and
25 lower rates of pay for overtime hours worked. Specifically, Defendants paid Plaintiff and class
26 members 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay.
27 Defendants' failure to properly calculate the overtime rates of pay based on all remuneration
28 paid has resulted in an underpayment of overtime wages to Plaintiff and class members on a

1 company-wide basis.

2 71. Defendants' failure to pay Plaintiff and class members the balance of overtime
3 compensation as required by California law, violates the provisions of California Labor Code
4 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
5 members are entitled to recover from Defendants their unpaid overtime compensation, as well
6 as interest, costs, and attorneys' fees.

7 **SECOND CAUSE OF ACTION**

8 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid**
9 **Minimum Wages**
10 **(Against all Defendants)**

11 72. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
12 and every allegation set forth above.

13 73. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
14 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
15 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
16 fixed is unlawful. Compensable work time is defined in Wage Order No. 5-2001 as "the time
17 during which an employee is subject to the control of an employer, and includes all the time the
18 employee is suffered or permitted to work, whether or not required to do so" Cal. Code
19 Regs. Tit. 8, § 11050(2)(M) (defining "Hours Worked").

20 74. First, as set forth above, Defendants had and continue to have, a company-wide
21 policy and/or practice of requiring Plaintiff and class members to perform work-related tasks
22 while off-the-clock outside of their scheduled shifts and on their days off, including waiting to
23 leave the premises in a group, responding to phone communications from coworkers and
24 supervisors, and traveling to and from mandatory company meetings and corporate retreats. As
25 a result, Defendants failed to track this time that Plaintiff and class members spent working off-
26 the-clock, and thus, Plaintiff and class members received no compensation for this time.

27 75. Second, as set forth above, due to Defendants' company-wide policies and/or
28 practices of utilizing labor budgets, resultant understaffing of their locations, and assigning of

1 heavy workloads, Plaintiff and class members were impeded from taking all uninterrupted meal
2 periods to which they were entitled and were required to work off-the-clock during meal
3 periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties
4 during unpaid meal periods. Additionally, as stated, Defendants' company-wide timekeeping
5 system prevented Plaintiff and class members from entering time worked during meal periods
6 because the system locked out Plaintiff and class members for a full 30 minutes. Thus,
7 Defendants systematically failed to pay Plaintiff and class members for actual hours worked
8 during unpaid meal periods because these hours were not always correctly recorded.

9 76. Defendants did not pay minimum wages for all hours worked by Plaintiff and
10 class members. To the extent that these off-the-clock hours did not qualify for overtime
11 premium payment, Defendants did not pay at least minimum wages for those hours worked off-
12 the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

13 77. Defendants' failure to pay Plaintiff and class members minimum wages violates
14 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California
15 Labor Code section 1194.2, Plaintiff and class members are entitled to recover from Defendants
16 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

17 **THIRD CAUSE OF ACTION**

18 **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period**

19 **Violations**

20 **(Against all Defendants)**

21 78. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
22 and every allegation set forth above.

23 79. At all relevant times herein set forth, the applicable IWC Wage Order and
24 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and
25 class members' employment by Defendants. At all relevant times herein set forth, California
26 Labor Code section 512(a) provides that an employer may not require, cause, or permit an
27 employee to work for a period of more than five (5) hours per day without providing the
28 employee with a meal period of not less than thirty (30) minutes, except that if the total work

1 period per day of the employee is not more than six (6) hours, the meal period may be waived
2 by mutual consent of both the employer and the employee. Under California law, first meal
3 periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal.
4 4th 1004, 1041-1042 (2012).

5 80. At all relevant times herein set forth, California Labor Code sections 226.7,
6 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
7 meal period mandated by an applicable order of the IWC.

8 81. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and
9 the applicable IWC Wage Order also require employers to provide a second meal period of not
10 less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
11 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
12 hours worked is no more than twelve (12) hours, the second meal period may be waived by
13 mutual consent of the employer and the employee only if the first meal period was not waived.

14 82. During the relevant time period, as stated, Defendants had, and continue to have,
15 a company-wide policy and/or practice of understaffing locations due to labor budgeting and/or
16 limited payroll allocation, and assignment of heavy workloads, which has resulted in a lack of
17 meal period coverage and prevented Plaintiff and class members from taking all timely,
18 uninterrupted meal periods to which they were entitled. For example, as stated, Plaintiff's meal
19 periods were interrupted approximately twice per week by other employees with questions or
20 work-related issues and by work-related phone calls and text messages. Thus, Plaintiff and
21 class members had to work through all or part of their meal periods, had their meal periods
22 interrupted, and/or had to wait extended periods of time before taking meal periods.
23 Additionally, as set forth above, Defendants' company-wide timekeeping system prevented
24 Plaintiff and class members from recording when their meal periods were shortened or
25 interrupted, because the system locked out Plaintiff and class members once they clocked out
26 for a meal period, and would not permit them to clock back in from a meal period before 30
27 minutes had elapsed.

28 83. Furthermore, Plaintiff and class members worked shifts in excess of ten (10)

1 hours without receiving an uninterrupted second 30-minute meal period. For example, Plaintiff
2 worked shifts in excess of ten (10) or more hours per day, but was not provided a second 30-
3 minute meal period. Plaintiff and class members did not sign valid meal period waivers on days
4 that they were entitled to meal periods and were not relieved of all duties.

5 84. Moreover, Defendants had a company-wide policy of requiring all employees to
6 sign blanket meal period waivers. Defendants took the position that non-exempt, hourly paid
7 employees had waived their rights to first and/or second meal periods for the entirety of their
8 employment and, on that basis, did not provide them with all meal periods to which they were
9 entitled. Further, Defendants' "Meal Break Waiver Form" form requires employees to provide
10 written notice should they wish to revoke the waiver. Defendants' presumption that meal
11 periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours
12 and/or for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal
13 period waivers, and imposition on employees to revoke waivers in writing, discouraged and
14 impeded Plaintiff and class members from taking all meal periods to which they were entitled.

15 85. Furthermore, an employer's obligation to provide a meal period is only
16 "triggered" when the employer "employs an employee for a work period of more than five hours
17 per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to
18 work for a full five hours, its meal break obligation is triggered.").

19 [A]fter the meal break obligation is triggered . . . an employer is put to a
20 choice: it must (1) afford an off-duty meal period; (2) consent to a
21 mutually agreed-upon waiver if one hour or less will end the shift; or (3)
22 obtain written agreement to an on-duty meal period if circumstances
permit. Failure to do one of these will render the employer liable for
premium pay.

23 *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants
24 require Plaintiff and class members to sign meal period waivers in advance (as opposed to on a
25 specific work day) renders them invalid and unenforceable, because Defendants' obligation to
26 provide Plaintiff and class members with meal periods did not arise until they had employed
27 them for a full five (5) hours.

28 86. At all times mentioned herein, Defendants knew or should have known that as a

1 result of their policies, Plaintiff and class members were not actually relieved of all duties to
2 take timely, uninterrupted meal periods. Defendants further knew or should have known that
3 they did not pay Plaintiff and class members meal period premiums when meal periods were
4 late, interrupted, shortened, and/or missed.

5 87. Furthermore, Defendants engaged in a company-wide practice and/or policy of
6 not paying meal period premiums owed when compliant meal periods are not provided.
7 Because of this practice and/or policy, Plaintiff and class members have not received premium
8 pay for missed, late, and interrupted meal periods. Alternatively, to the extent that Defendants
9 did pay Plaintiff and class members premium pay for missed, late, and interrupted meal periods,
10 Defendants did not pay Plaintiff and class members at the correct rate of pay for premiums
11 because Defendants systematically failed to include all forms of compensation, such as
12 incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate
13 of pay. As a result, Defendants failed to provide Plaintiff and class members compliant meal
14 periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay
15 the full meal period premiums due.

16 88. Defendants' conduct violates the applicable IWC Wage Order, and California
17 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
18 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
19 rate of compensation for each work day that the meal period was not provided.

20 **FOURTH CAUSE OF ACTION**

21 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 22 **(Against all Defendants)**

23 89. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
24 and every allegation set forth above.

25 90. At all relevant times herein set forth, the applicable IWC Wage Order and
26 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class
27 members' employment by Defendants.

28 91. At all relevant times, the applicable IWC Wage Order provides that "[e]very

1 employer shall authorize and permit all employees to take rest periods, which insofar as
2 practicable shall be in the middle of each work period” and that the “rest period time shall be
3 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
4 hours or major fraction thereof” unless the total daily work time is less than three and one-half
5 (3 ½) hours.

6 92. At all relevant times, California Labor Code section 226.7 provides that no
7 employer shall require an employee to work during any rest period mandated by an applicable
8 order of the California IWC. To comply with its obligation to authorize and permit rest periods
9 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
10 must “relinquish any control over how employees spend their break time, and relieve their
11 employees of all duties—including the obligation that an employee remain on call. A rest
12 period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
13 257, 273 (2016).

14 93. During the relevant time period, Defendants regularly failed to authorize and
15 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
16 period worked or major fraction thereof. As with meal periods, Defendants’ company-wide use
17 of labor budgeting and/or limited payroll allocation, resultant understaffing, and assignment of
18 heavy workloads have resulted in a lack of rest period coverage and prevented Plaintiff and
19 class members from being relieved of all duty in order to take compliant rest periods.
20 Defendants also failed to schedule rest periods, which, coupled with Defendants’ failure to
21 provide adequate rest period coverage, further led to Plaintiff and class members not being
22 authorized and permitted to take rest periods.

23 94. As a result of Defendants’ practices and policies, Plaintiff and class members
24 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
25 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
26 Plaintiff had to forgo a rest period altogether approximately two to three times per week due to
27 the heavy workload and lack of rest period coverage. Additionally, Plaintiff always had to forgo
28 a third rest period when working shifts longer than ten (10) hours.

95. Furthermore, upon information and belief, during the relevant time period, Defendants maintained a company-wide on-premises rest period policy, which effectively required that Plaintiff and/or class members remain on the work premises during their rest periods. Because Plaintiff and/or class members were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, Defendants effectively maintained control over Plaintiff and/or class members during rest periods.

96. Defendants also have engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Plaintiff and class members have not received premium pay for all missed rest periods. Alternatively, to the extent that Defendants did pay Plaintiff and class members one (1) additional hour of premium pay for missed rest periods, Defendants did not pay Plaintiff and class members at the correct rate of pay for premiums because Defendants failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay. As a result, Defendants denied Plaintiff and class members rest periods and failed to pay them rest period premiums due, in violation of Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

97. Defendants' conduct violates the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled to recover from Defendants one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period was not authorized and permitted.

FIFTH CAUSE OF ACTION

**Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage
Statements and Failure to Maintain Accurate Payroll Records
(Against all Defendants)**

98. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

1 99. At all relevant times herein set forth, California Labor Code section 226(a)
2 provides that every employer shall furnish each of his or her employees an accurate and
3 complete itemized wage statement in writing, including, but not limited to, the name and address
4 of the legal entity that is the employer, the inclusive dates of the pay period, total hours worked,
5 and all applicable rates of pay.

6 100. At all relevant times, Defendants have knowingly and intentionally provided
7 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For
8 example, Defendants issued uniform wage statements to Plaintiff and Subclass members that
9 fail to correctly list: total hours worked; gross wages earned; net wages earned; and all
10 applicable hourly rates in effect during the pay period, including rates of pay for overtime
11 wages, meal and rest period premiums, and/or paid sick leave, and the corresponding number
12 of hours worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1),
13 226(a)(2), 226(a)(5), and 226(a)(9).

14 101. Because Defendants did not record the time Plaintiff and Subclass members spent
15 working off the clock and deducted time from their records for meal periods that were
16 interrupted and/or missed (and therefore time for which they should have been paid),
17 Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and
18 Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same reason,
19 Defendants failed to accurately list the total number of hours worked by Plaintiff and Subclass
20 members, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay
21 in effect during the pay period and the corresponding accurate number of hours worked at each
22 hourly rate, in violation of section 226(a)(9).

23 102. Moreover, because Defendants did not calculate Plaintiff's and Subclass
24 members' regular rate of pay correctly for purposes of paying overtime wages, meal and rest
25 period premiums, and/or paid sick leave, Defendants did not list the correct amount of gross
26 wages in compliance with section 226(a)(1). For the same reason, Defendants failed to list the
27 correct amount of net wages in violation of section 226(a)(5). Defendants also failed to
28 correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of

1 pay for overtime wages, meal and rest period premiums, and/or paid sick leave, in violation of
2 section 226(a)(9).

3 103. The wage statement deficiencies also include, among other things, failing to list
4 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
5 piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for
6 which employees were paid; failing to list the name of the employee and only the last four digits
7 of his or her social security number or an employee identification number other than a social
8 security number; failing to list the name and address of the legal entity that is the employer;
9 and/or failing to state all hours worked as a result of not recording or stating hours worked off-
10 the-clock.

11 104. California Labor Code section 1174(d) provides that “[e]very person employing
12 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
13 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
14 plants or establishments at which employees are employed, payroll records showing the hours
15 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
16 applicable piece rate paid to, employees employed at the respective plants or
17 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
18 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
19 members showing the daily hours they worked and the wages paid thereto as a result of failing
20 to record the off-the-clock hours that they worked.

21 105. California Labor Code section 1198 provides that the maximum hours of work
22 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
23 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment
24 of any employees for longer hours than those fixed by the order or under conditions of labor
25 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
26 are required to keep accurate time records showing when the employee begins and ends each
27 work period and meal period. During the relevant time period, Defendants engaged in company-
28 wide practices and/or policies of failing to record actual hours worked, and thereby failed to

1 keep accurate records of work period and meal period start and end times for Plaintiff and
2 Subclass members, in violation of section 1198. Also, in light of Defendants' failure to provide
3 Plaintiff and Subclass members with second 30-minute meal periods to which they were
4 entitled, Defendants kept no records of meal start and end times for second meal periods.

5 106. Plaintiff and Subclass members are entitled to recover from Defendants the
6 greater of their actual damages caused by Defendants' failure to comply with California Labor
7 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
8 employee.

9 **SIXTH CAUSE OF ACTION**

10 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 11 **Termination** 12 **(Against all Defendants)**

13 107. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
14 and every allegation set forth above.

15 108. This cause of action is dependent upon, and wholly derivative of, the overtime
16 wages, minimum wages, meal and rest period premiums, and/or sick leave pay that were not
17 timely paid to Plaintiff and those class members no longer employed by Defendants upon their
18 termination.

19 109. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
20 that if an employer discharges an employee, the wages earned and unpaid at the time of
21 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
22 her employment, his or her wages shall become due and payable not later than seventy-two (72)
23 hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his
24 or her intention to quit, in which case the employee is entitled to his or her wages at the time of
25 quitting.

26 110. Defendants willfully failed to pay Plaintiff and class members who are no longer
27 employed by Defendants the earned and unpaid wages set forth above, including but not limited
28 to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay,

1 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
2 employ.

3 111. Defendants' failure to pay Plaintiff and class members who are no longer
4 employed by Defendants their wages earned and unpaid at the time of discharge, or within
5 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
6 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
7 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
8 thirty (30) day maximum pursuant to California Labor Code section 203.

9 **SEVENTH CAUSE OF ACTION**

10 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During**
11 **Employment**
12 **(Against all Defendants)**

13 112. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
14 and every allegation set forth above.

15 113. This cause of action is dependent upon, and wholly derivative of, the overtime
16 wages, minimum wages, meal and rest period premiums, and/or sick leave pay that were not
17 timely paid to Plaintiff and class members during their employment.

18 114. At all times relevant herein set forth, Labor Code section 204 provides that all
19 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
20 days, inclusive, of any calendar month, other than those wages due upon termination of an
21 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
22 the month during which the labor was performed. Labor Code section 204 further provides that
23 all wages earned by any person in any employment between the sixteenth (16th) and the last
24 day, inclusive, of any calendar month, other than those wages due upon termination of an
25 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
26 month.

27 115. At all times relevant herein, Labor Code section 204 provides that all wages
28 earned for labor in excess of the normal work period shall be paid no later than the payday for

1 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
2 204 provides that the requirements of this section are deemed satisfied by the payment of wages
3 for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7)
4 calendar days following the close of the payroll period.

5 116. During the relevant time period, Defendants willfully failed to pay Plaintiff and
6 class members all wages due including, but not limited to, overtime wages, minimum wages,
7 meal and rest period premiums, and/or sick leave pay, within the time periods specified by
8 California Labor Code section 204.

9 117. Defendants' failure to pay Plaintiff and class members all wages due violates
10 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from
11 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

12 EIGHTH CAUSE OF ACTION

13 Violation of California Labor Code § 2802—Unpaid Business-Related Expenses 14 (Against all Defendants)

15 118. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
16 and every allegation set forth above.

17 119. At all times herein set forth, California Labor Code section 2802 provides that
18 an employer must reimburse employees for all necessary expenditures and losses incurred by
19 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
20 to prevent employers from passing off their cost of doing business and operating expenses on
21 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
22 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools
23 or equipment are required by the employer or are necessary to the performance of a job, such
24 tools and equipment shall be provided and maintained by the employer, except that an employee
25 whose wages are at least two (2) times the minimum wage provided herein may be required to
26 provide and maintain hand tools and equipment customarily required by the trade or craft."

27 120. During the relevant time period, Defendants, on a company-wide basis, required
28 Plaintiff and class members to use their personal mobile devices, including, but not limited to,

1 cellular phones, and/or mobile data to carry out their job duties but failed to fully reimburse
2 them for the costs of their work-related mobile device and/or mobile data expenses. For
3 example, Plaintiff was required to use her personal cellular phone to call or text message with
4 coworkers and supervisors regarding work-related issues. As a further example, Plaintiff was
5 required to download the Paycom mobile application onto her personal cellular phone in order
6 to complete work-related tasks. Although Defendants required Plaintiff and class members to
7 use their personal mobile devices and/or mobile data to carry out their work-related duties,
8 Defendants failed to reimburse them for all of their costs incurred.

9 121. Additionally, during the relevant time period, Defendants had a company-wide
10 policy of requiring Plaintiff and class members to utilize their own personal vehicles to carry
11 out company business, but failed to reimburse them for all costs of travel, including mileage.
12 Specifically, Defendants required Plaintiff and class members to travel to obtain supplies for
13 their job-related duties, but did not reimburse them for their travel expenses. For example,
14 Defendants required Plaintiff to drive her personal vehicle 2-3 times per week for traveling to
15 Defendants' other store locations to obtain supplies and inventory, and for driving to local stores
16 for restaurant supplies, including gloves. Additionally, as stated, Defendants required Plaintiff
17 to drive her personal vehicle to attend corporate trainings every 3-4 months at various locations
18 and mandatory manager retreats once per year. Although Defendants required Plaintiff and
19 class members to utilize their own vehicles to carry out their work-related responsibilities,
20 Defendants did not reimburse them for their travel expenses.

21 122. Defendants could have provided Plaintiff and class members with the actual
22 equipment for use on the job, such as company mobile devices and company vehicles, or,
23 Defendants could have fully reimbursed employees for the costs of their mobile device usage,
24 mileage, and travel expenses. Instead, Defendants passed these operating costs off onto Plaintiff
25 and class members. At all relevant times, Plaintiff did not earn at least two (2) times the
26 minimum wage.

27 123. Defendants' company-wide policy and/or practice of not reimbursing employees
28 for expenses necessarily incurred and passing on their operating costs to Plaintiff and class

members violates California Labor Code section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiff and class members for necessary business-related expenses and costs.

124. Pursuant to California Labor Code section 2802, Plaintiff and class members are entitled to recover from Defendants their business-related expenses incurred during the course and scope of their employment, plus interest, costs, and attorneys' fees.

NINTH CAUSE OF ACTION

For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.*

(Against all Defendants)

125. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

126. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 226(a), 226.7, 246, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, and 2802.

127. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

- (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with all required overtime pay, as alleged herein;
- (b) Violation of Labor Code sections 226.7, 510, and 1198, and the applicable IWC Wage Order for Defendants' failure to include all forms of remuneration in the regular rate of pay as required by law for purposes of paying overtime wages and/or meal and rest period premiums to Plaintiff and other aggrieved employees, as alleged herein;
- (c) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198,

1 and the applicable IWC Wage Order for Defendants' failure to
2 compensate Plaintiff and other aggrieved employees with at least
3 minimum wages for all hours worked, as alleged herein;

4 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
5 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
6 and other aggrieved employees with meal periods, as alleged herein;

7 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
8 IWC Wage Order for Defendants' failure to authorize and permit Plaintiff
9 and other aggrieved employees to take rest periods, as alleged herein;

10 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
11 IWC Wage Order for failure to provide accurate and complete wage
12 statements to Plaintiff and other aggrieved employees, as alleged herein;

13 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
14 IWC Wage Order for failure to maintain payroll records, as alleged
15 herein;

16 (h) Violation of Labor Code sections 201 and 202 for failure to pay all earned
17 wages upon termination, as alleged herein;

18 (i) Violation of Labor Code section 204 for failure to pay all earned wages
19 during employment, as alleged herein;

20 (j) Violation of Labor Code section 246 for failure to properly calculate the
21 sick leave paid to Plaintiff and other aggrieved employees, as set forth
22 below; and

23 (k) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
24 and other aggrieved employees for all business expenses necessarily
25 incurred, as alleged herein.

26 128. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5,
27 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more
28 days from the commencement of employment with paid sick days, to be accrued at least one

1 hour for every 30 hours worked. California Labor Code section 246(l) provides that an
2 employer shall calculate paid sick leave by using one of two calculations: 1) “[p]aid sick time
3 for nonexempt employees shall be calculated in the same manner as the regular rate of pay for
4 the workweek in which the employee uses paid sick time, whether or not the employee actually
5 works overtime in that workweek[;]” or 2) “[p]aid sick time for nonexempt employees shall be
6 calculated by dividing the employee’s total wages, not including overtime premium pay, by the
7 employee’s total hours worked in the full pay periods of the prior 90 days of employment.

8 129. During the relevant time period, Defendants did not pay Plaintiff and other
9 aggrieved employees the correct sick leave rates of pay. Defendants failed to correctly use
10 either method of calculation under Labor Code section 246(l) to determine Plaintiff’s and other
11 aggrieved employees’ sick leave rates of pay. As stated, in addition to an hourly wage,
12 Defendants paid Plaintiff and other aggrieved employees incentive pay, nondiscretionary
13 bonuses, and/or other forms of remuneration. However, in violation of the California Labor
14 Code, Defendants failed to incorporate all remunerations, including incentive pay and/or
15 nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of
16 calculating the sick leave pay rate. Therefore, during times when Plaintiff and other aggrieved
17 employees sick leave and received these other forms of pay, Defendants failed to pay all sick
18 leave benefits by paying a lower sick leave pay rate than required. Specifically, Defendants
19 paid Plaintiff and other aggrieved employees sick leave based on their hourly rate of pay instead
20 of their regular rate of pay.

21 130. Defendants’ failure to properly calculate the sick leave rates of pay based on all
22 remuneration paid has resulted in an underpayment of sick leave benefits to Plaintiff and other
23 aggrieved employees on a company-wide basis in violation of California Labor Code section
24 246(l). Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties
25 pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (k).

26 //

27 //

28 //

1 **TENTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

3 **Unlawful Business Practices**

4 **(Against all Defendants)**

5 131. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 132. Defendants are “persons” as defined by California Business & Professions Code
8 section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or
9 associations.

10 133. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,
11 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
12 suffered injuries in fact and has lost money as a result of Defendants’ unlawful business
13 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
14 meaning of Code of Civil Procedure section 1021.5.

15 134. Defendants’ activities, as alleged herein, are violations of California law, and
16 constitute unlawful business acts and practices in violation of California Business & Professions
17 Code sections 17200, *et seq.*

18 135. A violation of California Business & Professions Code sections 17200, *et seq.*
19 may be predicated on the violation of any state or federal law. In the instant case, Defendants’
20 policies and practices have violated state law in at least the following respects:

- 21 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
22 class members, to work overtime without paying them proper
23 compensation in violation of California Labor Code sections 510 and
24 1198, and the applicable IWC Wage Order, as alleged herein;
- 25 (b) Failing to include all forms of remuneration in the regular rate of pay as
26 required by law for purposes of paying overtime wages and/or meal and
27 rest period premiums to Plaintiff and class members, in violation of
28 California Labor Code sections 226.7, 510, and 1198, and the applicable

IWC Wage Order, as alleged herein;

- (c) Failing to pay at least minimum wage to Plaintiff and class members in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (d) Failing to provide all meal periods to Plaintiff and class members in violation of California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (e) Failing to authorize and permit Plaintiff and class members to take all rest periods in violation of California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order, as alleged herein;
- (f) Failing to provide Plaintiff and class members with accurate wage statements and failing to maintain accurate payroll records in violation of California Labor Code sections 226(a), 1174(d), and 1198, and the applicable IWC Wage Order, as alleged herein;
- (g) Failing timely to pay all earned wages to Plaintiff and class members in violation of California Labor Code sections 204, as alleged herein;
- (h) Failing to properly calculate the sick leave paid to Plaintiff and class members in violation of California Labor Code section 246(l), as set forth below; and
- (i) Failing to reimburse Plaintiff and class members for all business expenses necessarily incurred in violation of California Labor Code section 2802, as alleged herein.

136. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. California Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) “[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for

1 the workweek in which the employee uses paid sick time, whether or not the employee actually
2 works overtime in that workweek[;]” or 2) “[p]aid sick time for nonexempt employees shall be
3 calculated by dividing the employee’s total wages, not including overtime premium pay, by the
4 employee’s total hours worked in the full pay periods of the prior 90 days of employment.”

5 137. During the relevant time period, Defendants did not pay Plaintiff and class
6 members the correct sick leave rates of pay. Defendants failed to correctly use either method
7 of calculation under Labor Code section 246(l) to determine Plaintiff’s and class members’ sick
8 leave rates of pay. In addition to an hourly wage, Defendants paid Plaintiff and class members
9 incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in
10 violation of the California Labor Code, Defendants failed to incorporate all remunerations,
11 including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate
12 of pay for purposes of calculating the sick leave pay rate. Therefore, during times when Plaintiff
13 and class members took sick leave and received these other forms of pay, Defendants failed to
14 pay all sick leave benefits by paying a lower sick leave pay rate than required. Specifically,
15 Defendants paid Plaintiff and class members sick leave based on their hourly rate of pay instead
16 of their regular rate of pay.

17 138. Defendants’ failure to properly calculate the sick leave rates of pay based on all
18 remuneration paid has resulted in an underpayment of sick leave benefits to Plaintiff and class
19 members on a company-wide basis in violation of California Labor Code section 246(l).

20 139. As a result of the violations of California law herein described, Defendants
21 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have
22 suffered pecuniary loss by Defendants’ unlawful business acts and practices alleged herein.

23 140. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
24 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
25 Defendants during a period that commences four years prior to the filing of the initial complaint;
26 a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and
27 class members; and an award of attorneys’ fees pursuant to California Code of Civil Procedure
28 section 1021.5 and other applicable laws; and an award of costs.

1 **ELEVENTH CAUSE OF ACTION**

2 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

3 **Unfair Business Practices**

4 **(Against all Defendants)**

5 141. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
6 and every allegation set forth above.

7 142. Defendants are “persons” as defined by California Business & Professions Code
8 section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or
9 associations.

10 143. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, and
11 harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injuries in
12 fact and has lost money as a result of Defendants’ unfair business practices. Plaintiff seeks to
13 enforce important rights affecting the public interest within the meaning of Code of Civil
14 Procedure section 1021.5.

15 144. Defendants’ activities, namely Defendants’ company-wide practice and/or policy
16 of not paying Plaintiff and class members all meal and rest period premiums due to them under
17 Labor Code section 226.7, deprived Plaintiff and class members of the compensation guarantee
18 and enhanced enforcement implemented by section 226.7. The statutory remedy provided by
19 section 226.7 is a “‘dual-purpose’ remedy intended primarily to compensate employees, and
20 secondarily to shape employer conduct.” *Safeway, Inc. v. Superior Court*, 238 Cal. App 4th
21 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and
22 class members as part of their employment with Defendants, and thus Defendants’ practice
23 and/or policy of denying these statutory benefits constitutes an unfair business practice in
24 violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

25 145. A violation of California Business & Professions Code sections 17200, *et seq.*
26 may be predicated on any unfair business practice. In the instant case, Defendants’ policies and
27 practices have violated the spirit of California’s meal and rest period laws and constitute acts
28 against the public policy behind these laws.

1 146. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
2 Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory
3 benefits implemented by section 226.7 withheld and retained by Defendants during a period that
4 commences four years prior to the filing of the initial complaint; a permanent injunction
5 requiring Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff
6 and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure
7 section 1021.5 and other applicable laws; and an award of costs.

8 **REQUEST FOR JURY TRIAL**

9 Plaintiff requests a trial by jury.

10 **PRAYER FOR RELIEF**

11 Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against
12 Defendants, jointly and severally, as follows:

13 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
14 excess of thirty-five thousand dollars (\$35,000), exclusive of interest and costs. Plaintiff
15 reserves the right to amend her prayer for relief to seek a different amount.

16 **Class Certification**

17 2. That this case be certified as a class action;

18 3. That Plaintiff be appointed as the representatives of the Class and Subclass;

19 4. That counsel for Plaintiff be appointed as class counsel.

20 **As to the First Cause of Action**

21 5. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to
23 pay all overtime wages due to Plaintiff and class members;

24 6. For general unpaid wages at overtime wage rates and such general and special
25 damages as may be appropriate;

26 7. For pre-judgment interest on any unpaid overtime compensation commencing
27 from the date such amounts were due, or as otherwise provided by law;

28 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to

1 California Labor Code section 1194(a); and

2 9. For such other and further relief as the Court may deem equitable and
3 appropriate.

4 **As to the Second Cause of Action**

5 10. That the Court declare, adjudge and decree that Defendants violated California
6 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
7 Order by willfully failing to pay minimum wages to Plaintiff and class members;

8 11. For general unpaid wages and such general and special damages as may be
9 appropriate;

10 12. For pre-judgment interest on any unpaid compensation from the date such
11 amounts were due, or as otherwise provided by law;

12 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
13 California Labor Code section 1194(a);

14 14. For liquidated damages pursuant to California Labor Code section 1194.2; and

15 15. For such other and further relief as the Court may deem equitable and
16 appropriate.

17 **As to the Third Cause of Action**

18 16. That the Court declare, adjudge, and decree that Defendants violated California
19 Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by
20 willfully failing to provide all meal periods to Plaintiff and class members;

21 17. That the Court make an award to the Plaintiff and class members of one (1) hour
22 of pay at each employee's regular rate of pay for each workday that a meal period was not
23 provided;

24 18. For all actual, consequential, and incidental losses and damages, according to
25 proof;

26 19. For premiums pursuant to California Labor Code section 226.7(c);

27 20. For pre-judgment interest on any unpaid meal period premiums from the date
28 such amounts were due, or as otherwise provided by law;

21. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

22. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully failing to authorize and permit Plaintiff and class members to take all rest periods;

24. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of pay for each workday that a rest period was not authorized and permitted;

25. For all actual, consequential, and incidental losses and damages, according to proof;

26. For premiums pursuant to California Labor Code section 226.7(c);

27. For pre-judgment interest on any unpaid rest period premiums from the date such amounts were due, or as otherwise provided by law;

28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For injunctive relief pursuant to California Labor Code section 226(h);

33. For statutory penalties pursuant to California Labor Code section 226(e);

34. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay owed at the time of termination of the employment of Plaintiff and other terminated class members;

37. For all actual, consequential and incidental losses and damages, according to proof;

38. For waiting time penalties according to proof pursuant to California Labor Code section 203 for all employees who have left Defendants' employ;

39. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

40. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay during their employment;

43. For all actual, consequential and incidental losses and damages, according to proof;

44. For statutory penalties according to proof pursuant to California Labor Code

1 section 210;

2 45. For pre-judgment interest on any unpaid wages from the date such amounts were
3 due, or as otherwise provided by law;

4 46. For attorneys' fees pursuant to California Code of Civil Procedure section
5 1021.5, or as otherwise provided by law; and

6 47. For such other and further relief as the Court may deem equitable and
7 appropriate.

8 **As to the Eighth Cause of Action**

9 48. That the Court declare, adjudge and decree that Defendants violated California
10 Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related
11 expenses and costs incurred by Plaintiff and class members.

12 49. For unpaid business-related expenses and such general and special damages as
13 may be appropriate;

14 50. For pre-judgment interest on any unpaid business-related expenses from the date
15 such amounts were due pursuant to California Labor Code section 2802(b), or as otherwise
16 provided by law;

17 51. For all actual, consequential, and incidental losses and damages, according to
18 proof;

19 52. For attorneys' fees and costs pursuant to California Labor Code section 2802(c),
20 or as otherwise provided by law; and

21 53. For such other and further relief as the Court may deem equitable and
22 appropriate.

23 **As to the Ninth Cause of Action**

24 54. That the Court declare, adjudge and decree that Defendants violated the
25 following California Labor Code provisions as to Plaintiff and other aggrieved employees: 510
26 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198 (by failing to
27 include all forms of remuneration in the regular rate of pay for purposes of paying overtime
28 wages and/or meal and rest period premiums); 1182.12, 1194, 1197, 1197.1, and 1198 (by

1 failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by
2 failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all
3 rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and
4 maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon
5 termination); 204 (by failing to timely pay all earned wages during employment); 246 (by failing
6 to properly calculate sick leave pay); and 2802 (by failing to reimburse business expenses);

7 55. For civil penalties pursuant to the California Labor Code, including sections 210,
8 226.3, 248.5, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code
9 sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197,
10 1197.1, 1198, and 2802;

11 56. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
12 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
13 sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197,
14 1197.1, 1198, and 2802;

15 57. For attorneys' fees and costs pursuant to California Labor Code section
16 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California
17 Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12,
18 1194, 1197, 1197.1, 1198, and 2802;

19 58. For pre-judgment and post-judgment interest as provided by law; and

20 59. For such other and further relief as the Court may deem equitable and
21 appropriate.

22 **As to the Tenth Cause of Action**

23 60. That the Court declare, adjudge and decree that Defendants' conduct of failing
24 to provide Plaintiff and class members all overtime wages due to them; failing to include all
25 forms of remuneration in the regular rate of pay for purposes of paying overtime wages and/or
26 meal and rest period premiums to Plaintiff and class members; failing to provide Plaintiff and
27 class members all minimum wages due to them; failing to provide Plaintiff and class members
28 all meal periods; failing to authorize and permit Plaintiff and class members to take all rest

1 periods; failing to provide Plaintiff and class members accurate and complete wage statements;
2 failing to maintain accurate payroll records for Plaintiff and class members; failing to timely
3 pay Plaintiff and class members all earned wages during employment; failing to properly
4 calculate Plaintiff's and class members' sick leave rates of pay, and failing to reimburse Plaintiff
5 and class members for business-related expenses, constitutes an unlawful business practice in
6 violation of California Business and Professions Code sections 17200, *et seq.*;

7 61. For restitution of unpaid wages to Plaintiff and all class members and
8 prejudgment interest from the day such amounts were due and payable;

9 62. For the appointment of a receiver to receive, manage and distribute any and all
10 funds disgorged from Defendants and determined to have been wrongfully acquired by
11 Defendants as a result of violations of California Business & Professions Code sections 17200,
12 *et seq.*;

13 63. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
14 California Code of Civil Procedure section 1021.5; and

15 64. For such other and further relief as the Court may deem equitable and
16 appropriate.

17 **As to the Eleventh Cause of Action**

18 65. That the Court declare, adjudge and decree that Defendants' conduct of denying
19 Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an
20 unfair business practice in violation of California Business and Professions Code sections
21 17200, *et seq.*;

22 66. For restitution of the statutory benefits under section 226.7 unfairly withheld
23 from Plaintiff and class members and prejudgment interest from the day such amounts were due
24 and payable;

25 67. For the appointment of a receiver to receive, manage and distribute any and all
26 funds disgorged from Defendants and determined to have been wrongfully acquired by
27 Defendants as a result of violations of California Business & Professions Code sections 17200,
28 *et seq.*;

1 68. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
2 California Code of Civil Procedure section 1021.5;

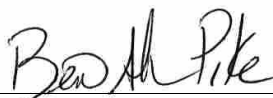
3 69. For pre-judgment and post-judgment interest as provided by law; and

4 70. For such other and further relief as the Court may deem equitable and
5 appropriate.

6 Dated: January 7, 2026

Respectfully submitted,

Capstone Law APC

8
9 By: 

10 Bevin Allen Pike
11 Daniel S. Jonathan
12 Trisha K. Monesi
13 Shealene P. Mancuso
14 Jeffrey Jimenez

Attorneys for Plaintiff Grace Kim

EXHIBIT “1”



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CHASE LAURENT
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October 9, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/411>)

Subject: *Grace Kim v. California Fish Grill Investments, LLC, et al.*

Dear PAGA Administrator:

This office represents Grace Kim in connection with her claims under the California Labor Code. Ms. Kim was an employee of CALIFORNIA FISH GRILL INVESTMENTS, LLC and/or CALIFORNIA FISH GRILL, INC. For the purpose of this letter, Ms. Kim collectively refers to these entities as "CALIFORNIA FISH GRILL."

The employers may be contacted directly at the addresses below:

CALIFORNIA FISH GRILL INVESTMENTS, LLC	CALIFORNIA FISH GRILL, INC.
4041 MACARTHUR BLVD, STE 250	1651 LA LOMA DR.
NEWPORT BEACH, CA 92660	SANTA ANA, CA 92705

Ms. Kim intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Ms. Kim seeks relief on behalf of herself, the State of California, and other persons who are or were employed by CALIFORNIA FISH GRILL as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

CALIFORNIA FISH GRILL employed Ms. Kim as an hourly paid, non-exempt employee from approximately August 2021 to July 2025. Ms. Kim worked for CALIFORNIA FISH GRILL as a General Manager at its restaurant located at 1135 E. 19th Street, Upland, California 91784. During her employment, Ms. Kim typically worked eight (8) hours or more per day and five (5) days per week. At the time Ms. Kim's employment with CALIFORNIA FISH GRILL ended, she earned approximately \$33.65 per hour. Her job duties included, without limitation, stocking restaurant items, operating the cash register, completing prep work for ingredients, ensuring food safety, handling customer complaints, and assisting coworkers.

CALIFORNIA FISH GRILL has committed each of the following Labor Code violations against Ms. Kim, the facts and theories of which follow, making her an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

CALIFORNIA FISH GRILL’s Company-Wide and Uniform Payroll and HR Practices

CALIFORNIA FISH GRILL INVESTMENTS, LLC is a Delaware limited liability company, and CALIFORNIA FISH GRILL, INC. is a California corporation. Together, they operate a chain of at least fifty restaurants across thirteen (13) counties in California. Upon information and belief, CALIFORNIA FISH GRILL maintains a single, centralized Human Resources (HR) department at its company headquarters in Newport Beach, California, for all non-exempt, hourly paid employees working for CALIFORNIA FISH GRILL in California, including Ms. Kim and other aggrieved employees. At all relevant times, CALIFORNIA FISH GRILL issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Ms. Kim and other aggrieved employees, regardless of their location or position.

Upon information and belief, CALIFORNIA FISH GRILL maintains a centralized Payroll department at its corporate headquarters in Newport Beach, California, which processes payroll for all non-exempt, hourly paid employees working for CALIFORNIA FISH GRILL in California, including Ms. Kim and other aggrieved employees. Further, CALIFORNIA FISH GRILL issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees in California, including Ms. Kim and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, CALIFORNIA FISH GRILL utilized the same methods and formulas when calculating wages due to Ms. Kim and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

CALIFORNIA FISH GRILL willfully failed to pay all overtime wages owed to Ms. Kim and other aggrieved employees. During the relevant time period, Ms. Kim and other aggrieved employees

¹ These facts, theories, and claims are based on Ms. Kim’s experience and counsel’s review of those records currently available relating to Ms. Kim’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Ms. Kim reserves the right to supplement this letter with additional facts, theories, and claims if she becomes aware of them subsequent to the submission of this letter.

were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, CALIFORNIA FISH GRILL had, and continues to have, a company-wide policy and/or practice of requiring Ms. Kim and other aggrieved employees to perform work-related tasks while off-the-clock outside of their shifts. For example, CALIFORNIA FISH GRILL had a company-wide security policy and/or practice for closing shift employees to leave the restaurant premises together in a group. After clocking out at the end of their shifts, Ms. Kim and other aggrieved employees were required to wait for all other employees to complete their own duties before they could be released by a keyholder employee, such as Ms. Kim, and could leave CALIFORNIA FISH GRILL's premises together. Approximately twice per week, Ms. Kim would complete her own closing tasks, clock out, and then have to wait until her coworkers had completed their respective closing duties, before everyone could be released. During this time, Ms. Kim often worked off-the-clock in order to help other employees complete their tasks so that everyone could leave sooner. As a result, Ms. Kim and other aggrieved employees were subject to CALIFORNIA FISH GRILL's control after they had clocked out for their shifts, but were not compensated for this time.

Moreover, CALIFORNIA FISH GRILL had, and continues to have, a company-wide policy and/or practice requiring Ms. Kim and other aggrieved employees to respond to phone communications before and after their shifts or on their days off. For example, Ms. Kim was required to answer work-related phone calls from coworkers at least twice per week while off-the-clock, to address shift coverage, employee scheduling, and other issues. Thus, CALIFORNIA FISH GRILL failed to track the time Ms. Kim and other aggrieved employees spent working outside of their shifts, and Ms. Kim and other aggrieved employees received no compensation for this time.

Second, Ms. Kim and other aggrieved employees were required to travel to and from quarterly company meetings and annual corporate retreats, but were not compensated for this time worked. For example, Ms. Kim drove to and from a general manager meeting in Irvine every few months, and to and from an annual manager retreat in San Diego, which took approximately 3-6 hours roundtrip, but was not paid for any of this time spent traveling to or from the meetings. CALIFORNIA FISH GRILL did not record this time Ms. Kim spent working off the clock.

Third, CALIFORNIA FISH GRILL had, and continues to have, a company-wide policy and/or practice of strictly staffing its locations based on the labor hours allocated by each location's labor or payroll budget set by the corporate office. On information and belief, this practice of labor budgeting and/or limited payroll allocation has resulted in chronic understaffing and a lack of adequate meal period coverage, because there were too few employees on duty to attend to customers and handle the workload. Specifically, Ms. Kim was pressured to keep up with her managerial tasks, which included completing daily food safety inspections, attending to customer complaints, and filling in for other employees, all while managing the demands of customer service. Because CALIFORNIA FISH GRILL did not employ or staff a sufficient number of employees to meet customer demand, there were not enough employees available to relieve all employees needing meal period coverage, and Ms. Kim and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. For example, Ms. Kim's meal periods were often interrupted by store employees calling her with questions or approaching her about various work-related issues.

Moreover, CALIFORNIA FISH GRILL's company-wide timekeeping system prevented Ms. Kim and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Ms. Kim and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 30 minutes elapsed. Thus, CALIFORNIA FISH GRILL did not record all hours worked during meal periods, and Ms. Kim and other aggrieved employees performed work during meal periods for which they were not paid.

CALIFORNIA FISH GRILL knew or should have known that, as a result of these company-wide practices and/or policies, Ms. Kim and other aggrieved employees were performing their assigned duties off-the-clock outside of their scheduled shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Ms. Kim and other aggrieved employees worked shifts of eight (8) hours a day or more, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Ms. Kim and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Moreover, CALIFORNIA FISH GRILL did not pay Ms. Kim and other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, CALIFORNIA FISH GRILL paid Ms. Kim and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, CALIFORNIA FISH GRILL failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Ms. Kim and other aggrieved employees worked overtime and received these other forms of pay, CALIFORNIA FISH GRILL failed to pay all overtime wages by paying a lower overtime rate than required.

For example, CALIFORNIA FISH GRILL paid Ms. Kim and other aggrieved employees incentive pay and/or nondiscretionary bonuses which were listed on Ms. Kim's and other aggrieved employees' wage statements as "Bonus." During pay periods that Ms. Kim and other aggrieved employees were paid overtime wages, CALIFORNIA FISH GRILL did not incorporate the incentive pay and/or nondiscretionary bonuses into Ms. Kim's and other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, CALIFORNIA FISH GRILL paid Ms. Kim and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. CALIFORNIA FISH GRILL'S failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to Ms. Kim and other aggrieved employees on a company-wide basis.

CALIFORNIA FISH GRILL's failure to pay Ms. Kim and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Ms. Kim and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CALIFORNIA FISH GRILL into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 5-2001 as “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.” Cal. Code Regs. tit. 8, § 11050(2)(M) (defining “Hours Worked”).

First, as set forth above, CALIFORNIA FISH GRILL had and continues to have, a company-wide policy and/or practice of requiring Ms. Kim and other aggrieved employees to perform work-related tasks while off-the-clock outside of their scheduled shifts and on their days off, including waiting to leave the premises in a group, responding to phone communications from coworkers and supervisors, and traveling to and from mandatory company meetings and corporate retreats. As a result, CALIFORNIA FISH GRILL failed to track this time that Ms. Kim and other aggrieved employees spent working off-the-clock, and thus, Ms. Kim and other aggrieved employees received no compensation for this time.

Second, as set forth above, due to CALIFORNIA FISH GRILL’s company-wide policies and/or practices of utilizing labor budgets, resultant understaffing of its locations, and assigning of heavy workloads, Ms. Kim and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Additionally, as stated, CALIFORNIA FISH GRILL’s company-wide timekeeping system prevented Ms. Kim and other aggrieved employees from entering time worked during meal periods because the system locked out Ms. Kim and other aggrieved employees for a full 30 minutes. Thus, CALIFORNIA FISH GRILL systematically failed to pay Ms. Kim and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

CALIFORNIA FISH GRILL did not pay minimum wages for all hours worked by Ms. Kim and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, CALIFORNIA FISH GRILL did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, CALIFORNIA FISH GRILL regularly failed to pay at least minimum wages to Ms. Kim and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Ms. Kim and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring CALIFORNIA FISH GRILL into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order

require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

During the relevant time period, as stated, CALIFORNIA FISH GRILL had, and continues to have, a company-wide policy and/or practice of understaffing locations due to labor budgeting and/or limited payroll allocation, and assignment of heavy workloads, which has resulted in a lack of meal period coverage and prevented Ms. Kim and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. For example, as stated, Ms. Kim's meal periods were interrupted approximately twice per week by other employees with questions or work-related issues and by work-related phone calls and text messages. Thus, Ms. Kim and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. Additionally, as set forth above, CALIFORNIA FISH GRILL's company-wide timekeeping system prevented Ms. Kim and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Ms. Kim and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed.

Furthermore, Ms. Kim and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, Ms. Kim worked shifts in excess of ten (10) or more hours per day, but was not provided a second 30-minute meal period. Ms. Kim and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Moreover, CALIFORNIA FISH GRILL had a company-wide policy of requiring all employees to sign blanket meal period waivers. CALIFORNIA FISH GRILL took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Further, CALIFORNIA FISH GRILL's "Meal Break Waiver Form" form requires employees to provide written notice should they wish to revoke the waiver. CALIFORNIA FISH GRILL's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and/or for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers, and imposition on employees to revoke waivers in writing, discouraged and impeded Ms. Kim and other aggrieved employees from taking all meal periods to which they were entitled.

Furthermore, an employer's obligation to provide a meal period is only "triggered" when the

employer “employs an employee for a work period of more than five hours per day.” *Brinker*, 53 Cal. 4th at 1039 (“If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.”).

[A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That CALIFORNIA FISH GRILL required Ms. Kim and other aggrieved employees to sign meal period waivers in advance (as opposed to on a specific work day) renders them invalid and unenforceable, because CALIFORNIA FISH GRILL’s obligation to provide Ms. Kim and other aggrieved employees with meal periods did not arise until CALIFORNIA FISH GRILL had employed them for a full five (5) hours.

At all times mentioned herein, CALIFORNIA FISH GRILL knew or should have known that as a result of its policies, Ms. Kim and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. CALIFORNIA FISH GRILL further knew or should have known that it did not pay Ms. Kim and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Furthermore, CALIFORNIA FISH GRILL engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Ms. Kim and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that CALIFORNIA FISH GRILL did pay Ms. Kim and other aggrieved employees premium pay for missed, late, and interrupted meal periods, CALIFORNIA FISH GRILL did not pay Ms. Kim and other aggrieved employees at the correct rate of pay for premiums because CALIFORNIA FISH GRILL systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay. As a result, CALIFORNIA FISH GRILL failed to provide Ms. Kim and other aggrieved employees compliant meal periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

Accordingly, CALIFORNIA FISH GRILL failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Ms. Kim and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring CALIFORNIA FISH GRILL into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee’s regular rate for each work day that a meal or rest period is not provided. California

Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period” and that the “rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof” unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must “relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest.” *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, CALIFORNIA FISH GRILL regularly failed to authorize and permit Ms. Kim and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, CALIFORNIA FISH GRILL’s company-wide use of labor budgeting and/or limited payroll allocation, resultant understaffing, and assignment of heavy workloads have resulted in a lack of rest period coverage and prevented Ms. Kim and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. CALIFORNIA FISH GRILL also failed to schedule rest periods, which, coupled with CALIFORNIA FISH GRILL’s failure to provide adequate rest period coverage, further led to Ms. Kim and other aggrieved employees not being authorized and permitted to take rest periods.

As a result of CALIFORNIA FISH GRILL’s practices and policies, Ms. Kim and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, Ms. Kim had to forgo a rest period altogether approximately two to three times per week due to the heavy workload and lack of rest period coverage. Additionally, Ms. Kim always had to forgo a third rest period when working shifts longer than ten (10) hours.

Furthermore, upon information and belief, during the relevant time period, CALIFORNIA FISH GRILL maintained a company-wide on-premises rest period policy, which effectively required that Ms. Kim and/or other aggrieved employees remain on the work premises during their rest periods. Because Ms. Kim and/or other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, CALIFORNIA FISH GRILL effectively maintained control over Ms. Kim and/or other aggrieved employees during rest periods.

CALIFORNIA FISH GRILL also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Ms. Kim and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that CALIFORNIA FISH GRILL did pay Ms. Kim and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, CALIFORNIA FISH GRILL did not pay Ms. Kim and other aggrieved employees at the correct rate of pay for premiums because CALIFORNIA FISH GRILL failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay. As a result, CALIFORNIA FISH GRILL denied Ms. Kim and other aggrieved employees rest periods and failed to pay them rest period premiums

due, in violation of Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

Accordingly, CALIFORNIA FISH GRILL failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Ms. Kim and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CALIFORNIA FISH GRILL into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. CALIFORNIA FISH GRILL has not provided Ms. Kim and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

At all relevant times, CALIFORNIA FISH GRILL has knowingly and intentionally provided Ms. Kim and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, CALIFORNIA FISH GRILL issued uniform wage statements to Ms. Kim and other aggrieved employees that fail to correctly list: total hours worked; gross wages earned; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, CALIFORNIA FISH GRILL violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because CALIFORNIA FISH GRILL did not record the time Ms. Kim and other aggrieved employees spent working off the clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), CALIFORNIA FISH GRILL did not list the correct amount of gross wages and net wages earned by Ms. Kim and other aggrieved employees in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, CALIFORNIA FISH GRILL failed to accurately list the total number of hours worked by Ms. Kim and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Moreover, because CALIFORNIA FISH GRILL did not calculate Ms. Kim's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages, meal and rest period premiums, and/or paid sick leave, CALIFORNIA FISH GRILL did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, CALIFORNIA FISH GRILL failed to list the correct amount of net wages in violation of section 226(a)(5). CALIFORNIA FISH GRILL also failed to correctly list all applicable hourly rates in effect during

the pay period, namely, correct rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which employees were paid; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” At all relevant times, and in violation of Labor Code section 1174(d), CALIFORNIA FISH GRILL willfully failed to maintain accurate payroll records for Ms. Kim and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, CALIFORNIA FISH GRILL engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Ms. Kim and other aggrieved employees, in violation of section 1198. Also, in light of CALIFORNIA FISH GRILL’s failure to provide Ms. Kim and other aggrieved employees with second 30-minute meal periods to which they were entitled, CALIFORNIA FISH GRILL kept no records of meal start and end times for second meal periods.

Ms. Kim and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring CALIFORNIA FISH GRILL into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, CALIFORNIA FISH GRILL willfully failed to pay Ms. Kim and other aggrieved employees all wages due including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay, within the time periods specified by California Labor Code section 204.

Ms. Kim and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CALIFORNIA FISH GRILL into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 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 that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy two (72) hours previous 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.

CALIFORNIA FISH GRILL willfully failed to pay Ms. Kim and other aggrieved employees who are no longer employed by CALIFORNIA FISH GRILL the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay either at the time of discharge, or within seventy-two (72) hours of their leaving CALIFORNIA FISH GRILL's employ.

Ms. Kim and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CALIFORNIA FISH GRILL into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 246 – Failure to Properly Calculate Paid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. California Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

During the relevant time period, CALIFORNIA FISH GRILL did not pay Ms. Kim and other aggrieved employees the correct sick leave rates of pay. In addition to an hourly wage,

CALIFORNIA FISH GRILL paid Ms. Kim and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, CALIFORNIA FISH GRILL failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when Ms. Kim and other aggrieved employees took sick leave and received these other forms of pay, CALIFORNIA FISH GRILL failed to pay all sick leave benefits by paying a lower sick leave pay rate than required. Specifically, CALIFORNIA FISH GRILL paid Ms. Kim and other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

CALIFORNIA FISH GRILL's failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to Ms. Kim and other aggrieved employees on a company-wide basis in violation of Labor Code section 246(l).

Ms. Kim and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CALIFORNIA FISH GRILL into compliance with Labor Code section 246, pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business-Related Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 5-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

During the relevant time period, CALIFORNIA FISH GRILL, on a company-wide basis, required Ms. Kim and other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to fully reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Ms. Kim was required to use her personal cellular phone to call or text message with coworkers and supervisors regarding work-related issues. As a further example, Ms. Kim was required to download the Paycom mobile application onto her personal cellular phone in order to complete work-related tasks. Although CALIFORNIA FISH GRILL required Ms. Kim and other aggrieved employees to use their personal mobile devices and/or mobile data to carry out their work-related duties, CALIFORNIA FISH GRILL failed to reimburse them for all of their costs incurred.

Additionally, during the relevant time period, CALIFORNIA FISH GRILL had a company-wide policy of requiring Ms. Kim and other aggrieved employees to utilize their own personal vehicles to carry out company business, but failed to reimburse them for all costs of travel, including mileage. Specifically, CALIFORNIA FISH GRILL required Ms. Kim and other aggrieved employees to travel to obtain supplies for their job-related duties, but did not reimburse them for their travel expenses. For example, CALIFORNIA FISH GRILL required Ms. Kim to drive her personal vehicle 2-3 times per week for traveling to CALIFORNIA FISH GRILL's other store locations to obtain supplies and inventory, and for driving to local stores for restaurant supplies, including gloves. Additionally, as

stated, CALIFORNIA FISH GRILL required Ms. Kim to drive her personal vehicle to attend corporate trainings every 3-4 months at various locations and mandatory manager retreats once per year. Although CALIFORNIA FISH GRILL required Ms. Kim and other aggrieved employees to utilize their own vehicles to carry out their work-related responsibilities, CALIFORNIA FISH GRILL did not reimburse them for their travel expenses.

CALIFORNIA FISH GRILL could have provided Ms. Kim and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and company vehicles. Or CALIFORNIA FISH GRILL could have fully reimbursed employees for the costs of their mobile device usage, mileage, and travel expenses. Instead, CALIFORNIA FISH GRILL passed these operating costs onto Ms. Kim and other aggrieved employees.

Thus, CALIFORNIA FISH GRILL had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Ms. Kim and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring CALIFORNIA FISH GRILL into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." CALIFORNIA FISH GRILL, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Ms. Kim's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Ms. Kim seeks the remedies set forth in Labor Code section 558 for herself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Ms. Kim, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for herself, all other aggrieved employees, and the State of California against CALIFORNIA FISH GRILL for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2802.

Therefore, on behalf of all aggrieved employees, Ms. Kim seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Chase Laurent
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink that reads "C Laurent". The "C" is large and stylized, and "Laurent" is written in a cursive script.

Chase Laurent

Copy: CALIFORNIA FISH GRILL INVESTMENTS, LLC (via U.S. Certified Mail); CALIFORNIA FISH GRILL, INC. (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067



9589 0710 5270 2655 0122 37

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kw ✓
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CALIFORNIA FISH GRILL
INVESTMENTS, LLC
4041 MACARTHUR BLVD, STE 250
NEWPORT BEACH, CA 92660

PS Form 3800, January 2023 PSN 7530-02-000-9053 See Reverse for Instructions

CALIFORNIA FISH GRILL
INVESTMENTS, LLC
4041 MACARTHUR BLVD, STE 250
NEWPORT BEACH, CA 92660

SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.
■ Print your name and address on the reverse so that we can return the card to you.

CALIFORNIA FISH GRILL
INVESTMENTS, LLC
4041 MACARTHUR BLVD, STE 250
NEWPORT BEACH, CA 92660

2. Article Number (Transfer from service label)
9589 0710 5270 2655 0122 37

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail[®]
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Priority Mail Express[®]
☐ Registered Mail[™]
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation[™]
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

PS Form 3811, July 2020 PSN 7530-02-000-9053

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067



9589 0710 5270 2655 0122 20

CALIFORNIA FISH GRILL, INC.
1651 LA LOMA DR.
SANTA ANA, CA 92705

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

CALIFORNIA FISH GRILL, INC.
1651 LA LOMA DR.
SANTA ANA, CA 92705



9590 9402 8803 4005 5618 80

2. Article Number (Transfer from service label)

9589 0710 5270 2655 0122 20

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent
- B. Received by (Printed Name) ☐ Addressee
- C. Date of Delivery

Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

- Service Type ☐ Priority Mail Express®
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

**CALIFORNIA FISH GRILL
INVESTMENTS, LLC
4041 MACARTHUR BLVD, STE 250
NEWPORT BEACH, CA 92660**



9590 9402 8803 4005 5618 66

2. Article Number (Transfer from service label)

9589 0710 5270 2655 0122 37

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

10/24/15

Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

all Restricted Delivery

(over 3000)

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860 Los Angeles, California 90067.

On **January 7, 2026**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Janine Sandy McMillion (SBN 195036) *Attorneys for Defendant(s)*
jsm@mchirtlaw.com
Sylvia Havens (SBN 137447)
seh@mchirtlaw.com
McMILLION & HIRTENSTEINER, LLP
7755 Center Avenue, Suite 1100
Huntington Beach, CA 92647-3091
Tel.: (213) 785-8980
Fax: (866) 707-0282

- ☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.
- ☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.
- ☐ **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.
- ☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).
- ☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.
- ☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **January 7, 2026**, at Los Angeles, California.

Xochitl Tapia
Type/Print Name

Signature

