

Mary Tanagho Ross (SBN 280657)
MRoss@bettzedek.org
Matthew Eric DeCarolis (SBN 238595)
MDeCarolis@bettzedek.org
Yvonne Garcia Medrano (SBN 285468)
YMedrano@bettzedek.org
BET TZEDEK LEGAL SERVICES
3250 Wilshire Blvd. 13th Floor
Los Angeles, CA 90010
Telephone: (323) 939-0506
Facsimile: (213) 471-4568

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Attorneys for Plaintiff and Proposed Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
(UNLIMITED JURISDICTION)**

JOSE MARTIN GONZALEZ CASTILLO,
individually and on behalf of all aggrieved
employees and the general public,

Plaintiff,

v.

YUEH MEI TUCEY AKA NORA TUCEY, an
individual; YUEH MEI TUCEY AKA NORA
TUCEY as the Executor of the Estate of Jack
Arthur Tucey; YUEH MEI TUCEY AKA NORA
TUCEY as Trustee of the Tucey Trust; EL
GALLEON RESTAURANT, INC., a California
Corporation; MI CASITA AUTHENTIC
MEXICAN RESTAURANT, INC, a California
Corporation; ANTONIO'S PIZZERIA &
CABARET, INC, a California Corporation;
ORIGINAL ANTONIO'S PIZZERIA, INC., a
California Corporation; FOOD BROKERS
INTERNATIONAL, INC., dba Hotel Catalina, dba
Catalina Courtyard Hotel dba Courtyard Garden
Suites, a Nevada Corporation; ORIGINAL
JACK'S RESTAURANT AND BAKERY, INC., a
California Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: **24STCV18559**

CLASS ACTION COMPLAINT

**FOR DAMAGES, RESTITUTION, AND
CIVIL PENALTIES FOR:**

1. Failure to Pay Minimum Wage (Lab. Code § 1197.1)
2. Failure to Pay Overtime (Lab. Code § 510)
3. Failure to Provide Meal Periods and Failure to Authorize and Permit Rest Breaks (Lab. Code §§ 226.7, 512)
4. Failure to Provide Accurate Itemized Wage Statements (Lab. Code § 226)
5. Failure to Pay All Wages Due Upon Discharge or Quit (Lab. Code §§ 201-203)
6. Failure to Pay Wages as Provided by Labor Code § 204 (Lab. Code § 210)
7. Unfair Competition (Bus. & Profs. Code §§ 17200, *et seq.*)

DEMAND FOR A JURY TRIAL

UNLIMITED CIVIL CASE

1 Plaintiff JOSE MARTIN GONZALEZ CASTILLO (hereinafter “Plaintiff”) on his own behalf,
2 on behalf of all similarly situated aggrieved employees of Defendants, and on behalf of the general
3 public, alleges as follows:

4 **INTRODUCTION**

5 1. Plaintiff is a former employee of ANTONIO’S PIZZERIA & CABARET, INC,
6 ORIGINAL JACK’S RESTAURANT AND BAKERY, INC., and ORIGINAL ANTONIO’S
7 PIZZERIA, INC. Plaintiff brings this class action for wage and hour claims on behalf of himself and all
8 other similarly-situated employees, including but not limited to cooks, bussers, dishwashers,
9 housekeepers, servers, receptionists, waiters, hotel clerks, maintenance staff, and other non-exempt
10 workers (collectively, “Class Members” or “Class”) employed in California by DEFENDANTS YUEH
11 MEI TUCEY AKA NORA TUCEY (hereinafter “Nora Tucey”), an individual; NORA TUCEY as the
12 Executor of the Estate of Jack Arthur Tucey; NORA TUCEY as Trustee the Tucey Trust; EL GALLEON
13 RESTAURANT, INC.; MI CASITA AUTHENTIC MEXICAN RESTAURANT, INC, a California
14 Corporation; ANTONIO’S PIZZERIA & CABARET, INC, ORIGINAL ANTONIO’S PIZZERIA, INC.;
15 FOOD BROKERS INTERNATIONAL, INC., dba Hotel Catalina, dba Catalina Courtyard Hotel dba
16 Courtyard Garden Suites; ORIGINAL JACK’S RESTAURANT AND BAKERY, INC.; and DOES 1-
17 50 inclusive (collectively, “Defendants”). Jack and Nora Tucey owned and operated numerous hospitality
18 establishments, including restaurants and hotels, in Avalon on Catalina Island during the claim period.

19 2. Plaintiff alleges that Defendants’ actions violated many provisions of the California Labor
20 Code and constitute unfair business practices under California’s Unfair Competition Law, Bus. & Profs.
21 Code §§ 17200, *et seq.* (hereinafter “UCL”). Plaintiff asserts that Defendants’ violations of state labor
22 laws are unlawful acts which have afforded Defendants an unfair competitive advantage over restaurants
23 and hotels that comply with California wage and hour laws. Thus, Plaintiff seeks restitution,
24 disgorgement, and other equitable relief to remedy DEFENDANTS’ illegal and unfair business practices.

25 **PARTIES**

26 3. Plaintiff is an individual who currently resides in Los Angeles County and at all times relevant
27 to this action resided in Los Angeles County. Plaintiff was employed by Defendants NORA TUCEY,
28 ANTONIO’S PIZZERIA & CABARET, INC, ORIGINAL JACK’S RESTAURANT AND BAKERY,

1 INC., and ORIGINAL ANTONIO’S PIZZERIA, INC. in Los Angeles County from approximately 2020
2 through 2024, as a server and bartender. Defendant Nora Tucey and Jack Tucey directed Plaintiff’s work.
3 Plaintiff was subject to DEFENDANTS’ company-wide policy of denying mandatory meal and rest
4 periods and failure to properly pay overtime wages and minimum wages.

5 4. Defendant EL GALLEON RESTAURANT, INC. was a California corporation organized and
6 existing under the laws of the state of California, and at all times relevant to this action was doing business
7 in Los Angeles County. DEFENDANT NORA TUCEY and Jack Tucey dissolved EL GALLEON
8 RESTAURANT, INC. and terminated its corporate status on November 30, 2020. The registered
9 California address for EL GALLEON RESTAURANT, INC. was 150 Middle Terrace, Avalon, CA
10 90704, and its agent for service of process was BRENDAN THORPE with an agent address at 5850
11 Canoga Avenue, 4th Floor, Woodland Hills, CA 91367.

12 5. Defendant MI CASITA AUTHENTIC MEXICAN RESTAURANT, INC. was a California
13 corporation organized and existing under the laws of the state of California, and at all times relevant to
14 this action was doing business in Los Angeles County. DEFENDANT NORA TUCEY and Jack Tucey
15 dissolved MI CASITA AUTHENTIC MEXICAN RESTAURANT, INC. and terminated its corporate
16 status on November 30, 2020. The registered California address for MI CASITA AUTHENTIC
17 MEXICAN RESTAURANT, INC. was 150 Middle Terrace, Avalon, CA 90704, and its agent for service
18 of process was BRENDAN THORPE with an agent address at 5850 Canoga Avenue, 4th Floor, Woodland
19 Hills, CA 91367.

20 6. Defendant ANTONIO’S PIZZERIA & CABARET, INC, is a California corporation
21 organized and existing under the laws of the state of California, and at all times relevant to this action
22 was doing business in Los Angeles County. The registered California address for ANTONIO’S
23 PIZZERIA & CABARET, INC, is 150 Middle Terrace, Avalon, CA 90704, and its agent for service of
24 process is BRENDAN THORPE with an agent address at 5850 Canoga Avenue, 4th Floor, Woodland
25 Hills, CA 91367.

26 7. Defendant ORIGINAL ANTONIO’S PIZZERIA, INC., is a California corporation organized
27 and existing under the laws of the state of California, and at all times relevant to this action was doing
28 business in Los Angeles County. The registered California address for ANTONIO’S PIZZERIA &

1 CABARET, INC, is 150 Middle Terrace, Avalon, CA 90704, and its agent for service of process is
2 CINDE MACGUGAN-CASSIDY with an agent address at 177 Lower Terrace Road, #95, Avalon, CA
3 90704.

4 8. Defendant FOOD BROKERS INTERNATIONAL, INC., d/b/a Hotel Catalina is a Nevada
5 corporation organized and existing under the laws of the state of California, and at all times relevant to
6 this action was doing business in Los Angeles County. The registered California address for FOOD
7 BROKERS INTERNATIONAL, INC., d/b/a Hotel Catalina, is 311 Sumner Avenue, Avalon, CA 90704,
8 and its agent for service of process is BRENDAN THORPE with an agent address at 5850 Canoga
9 Avenue, 4th Floor, Woodland Hills, CA 91367

10 9. Defendant FOOD BROKERS INTERNATIONAL, INC., dba Courtyard Garden Suites, dba
11 Courtyard Garden Suites is located at 108 Marilla Ave., Avalon, CA 90704.

12 10. Plaintiff is informed and believes and thereon alleges that Defendant NORA TUCEY and
13 Jack Tucey were owners, managers, or major interest holders of Defendants during the period of the
14 complaint. Plaintiff further alleges that NORA TUCEY, and Jack Tucey, acting on behalf of MI CASITA
15 AUTHENTIC MEXICAN RESTAURANT, INC, ANTONIO'S PIZZERIA & CABARET, INC,
16 ORIGINAL ANTONIO'S PIZZERIA, INC., FOOD BROKERS INTERNATIONAL, INC., and
17 ORIGINAL JACK'S RESTAURANT AND BAKERY, INC. are responsible for the occurrences and
18 violations herein alleged and that the resulting damages were proximately caused by these Defendants'
19 conduct.

20 11. Plaintiff is informed and believes and thereon alleges that Defendant NORA TUCEY, as the
21 widow of Jack Tucey, is the trustee of Jack Tucey's trust and/or the executor of Jack Tucey estate.
22 Plaintiff is informed and believes and thereon alleges that defendant Jack Tucey died on December 2,
23 2023.

24 12. Defendant ORIGINAL JACK'S RESTAURANT AND BAKERY, INC., is a California
25 corporation organized and existing under the laws of the state of California, and at all times relevant to
26 this action was doing business in Los Angeles County. The registered California address for
27 ORIGINAL JACK'S RESTAURANT AND BAKERY, INC., is 311 Sumner Avenue, Avalon, CA
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1 90704, and its agent for service of process is BRENDAN THORPE with an agent address at 5850
2 Canoga Avenue, 4th Floor, Woodland Hills, CA 91367.

3 13. The true names or capacities, whether individual, partner, or corporate, of the
4 Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to Plaintiff, who therefore
5 sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff will seek leave
6 from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff
7 is informed and believes, and thereon alleges, that each of said fictitious Defendants, whether individual,
8 partners, agents, or corporation, was responsible in some manner for the acts and omissions alleged
9 herein, and proximately caused Plaintiff and the Classes to be subject to the unlawful employment
10 practices, wrongs, injuries and damages complained of herein.

11 14. Plaintiff is informed and believes, and on that basis alleges, that at all times mentioned in
12 this Complaint, each and every DEFENDANT was the agent or employee of each and every other
13 DEFENDANT, and in doing the acts alleged, was acting within the course and scope of such agency or
14 employment, with the consent, provision, and authorization of each of the remaining DEFENDANTS.
15 All actions of each DEFENDANT were ratified and approved by every other DEFENDANT.

16 15. Plaintiff is informed and believe, and on that basis alleges, that at all times mentioned in this
17 Complaint, each and every Defendant entered into a conspiracy and agreement with every other
18 Defendant, or later joined that conspiracy and ratified the acts and conduct of other Defendants who had
19 entered the conspiracy. Plaintiff is further informed and believes, and on that basis alleges, that at all
20 times mentioned in this Complaint, all Defendants knowingly and willfully entered into that conspiracy.
21 All Defendants' acts and failures to act as alleged in this Complaint were perpetrated in furtherance of
22 the conspiracy.

23 **JURISDICTION AND VENUE**

24 16. Venue is proper in this judicial district pursuant to Code of Civil Procedure §§ 395(a) and
25 395.5. Defendants and Plaintiff are all residents of the State of California. Defendants maintain their
26 business in Los Angeles County. Defendants also employed Plaintiff in Los Angeles County and the
27 alleged unlawful acts occurred in Los Angeles County. As a result, Defendants' obligations to Plaintiff
28 and the violations of law alleged herein arose in Los Angeles County within the jurisdiction of this Court.

1 17. This case falls within the Court's unlimited jurisdiction because the amount in controversy
2 exceeds \$35,000.

3 **CLASS DEFINITION**

4 18. The Class consists of current and former employees of NORA TUCEY, EL GALLEON
5 RESTAURANT, INC., MI CASITA AUTHENTIC MEXICAN RESTAURANT, INC., ANTONIO'S
6 PIZZERIA & CABARET, INC., ORIGINAL ANTONIO'S PIZZERIA, INC., FOOD BROKERS
7 INTERNATIONAL, INC., and ORIGINAL JACK'S RESTAURANT AND BAKERY, INC., a
8 California Corporation, and DOES 1-50 inclusive, who at any time during the period commencing on
9 the date that is within four years prior to the filing of this Complaint and through the time this action
10 proceeds to final judgment or settlement (the "Class Period") held the position of including but not
11 limited to cooks, bussers, dishwashers, housekeepers, servers, receptionists, waiters, hotel clerks,
12 maintenance staff, and other non-exempt workers.

13 19. Plaintiff brings this class action for compensatory damages, punitive damages, injunctive
14 relief, disgorgement, restitution, and to recover, among other things, unpaid minimum wage, unpaid
15 overtime, penalties for failure to provide required meal and rest breaks, to maintain accurate records, to
16 provide accurate itemized wage statements, to provide all wages due upon discharge, and interest,
17 attorneys' fees, costs, and expenses.

18 20. Plaintiff reserves the right to redefine the above Class, name additional class
19 representatives, and/or to establish subclasses and subclass representatives as appropriate based on
20 discovery and specific theories of liability.

21 21. To the extent equitable tolling operates to toll claims by the Class against Defendants, the
22 Class Period should be adjusted accordingly.

23 **FACTUAL ALLEGATIONS**

24 22. Plaintiff and the Class Members were employed by DEFENDANTS pursuant to oral
25 contracts of employment to perform the work of cooks, bussers, dishwashers, housekeepers, servers,
26 receptionists, waiters, hotel clerks, maintenance staff, and other non-exempt workers. Plaintiff and the
27 Class Members were all paid by the hour.
28

1 23. Plaintiff and Class Members were not paid minimum or overtime wages and were often
2 required to work “off-the-clock.” DEFENDANTS would often pay Plaintiff and Class Members in cash
3 in order to conceal their failure to pay the legally required overtime rate, and in some instances even paid
4 them less than their regularly hourly rate for their overtime hours. DEFENDANTS would also pay
5 Plaintiff and Class Members with two separate checks from two separate business entities in order to
6 conceal their failure to pay the legally required overtime rate for hours worked in a single day. Defendants
7 would also require Plaintiff and Class Members to log out of the timekeeping system but continue
8 working after eight (8) hours in order to avoid paying the legally required overtime rate. Defendant Nora
9 Tucey told employees “[j]ust so you know, we don’t pay overtime,” or words to that effect.

10 24. During the Class Period, Plaintiff and Class Members regularly worked more than five hours
11 during their shifts without being provided the legally mandated 30-minute meal period relieving them of
12 all duty. During the Class Period, Plaintiff and other Class Members worked, and continue to work, more
13 than ten hours during their shifts without being provided the legally required second 30-minute meal
14 period relieving them of all duty. When Defendants failed to provide the required meal periods, they also
15 failed to pay such employees one hour of pay as premium wages.

16 25. During the Class Period, Plaintiff and Class Members regularly worked, and continue to
17 regularly work, more than four hours during their shifts without being provided the legally mandated 10-
18 minute rest period. When Defendants failed to provide the required rest periods, they also failed to pay
19 such employees one hour of pay as premium wages.

20 26. Due to Defendants’ unlawful acts, Plaintiff and Class Members were provided inaccurate
21 itemized wage statements and incomplete payment on a regular basis.

22 27. Plaintiff ended his employment with Defendants in early 2024. Upon the termination of
23 Plaintiff’s employment, DEFENDANTS failed to pay all the unpaid wages owed to him. On information
24 and belief, DEFENDANTS also failed to make such payments for all other Class Members who are
25 former employees of DEFENDANTS.

26 28. On information and belief, Plaintiff and Class Members were generally unsophisticated in
27 matters of employment law, of modest means, and lacked advanced formal education, rendering them
28 vulnerable due to their lack of means and sophistication.

1 29. On information and belief, Defendant NORA TUCEY, personally participated in the labor
2 violations alleged herein and on occasion logged out of the timekeeping system on behalf of Plaintiff and
3 Class Members and required them to continue working without paying the legally required overtime
4 premiums. Defendant NORA TUCEY directed their managers and supervisors to require Plaintiff and
5 Class Members log out of the timekeeping system after eight (8) hours and continue working. Defendant
6 NORA TUCEY failed to create or implement policies or procedures for hourly employees to receive
7 lawful meal or rest periods, or premium pay in lieu thereof. Labor Code § 558.1 provides that an “owner,
8 director, officer or managing agent of the employer” may be “held liable as the employer” for violating
9 or causing to be violated “any provision regulating minimum wages or hours and days of work in any
10 order of the Industrial Welfare Commission,” or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.
11 Defendant NORA TUCEY may be held liable for the labor violations alleged herein pursuant to Labor
12 Code § 558.1.

13 30. During the Class Period, DEFENDANTS failed to provide properly itemized wage
14 statements to Plaintiff and, on information and belief, the Class Members. The wage statements provided
15 by DEFENDANTS to Plaintiff, and on information and belief, the Class, failed to provide the total wages
16 owed.

17 31. During the Class Period, each DEFENDANT directly or indirectly or through an agent or
18 other person, engaged, suffered or permitted Plaintiff and the Class to work.

19 32. During the Class Period, each DEFENDANT directly or indirectly or through an agent or
20 other person exercised control over the wages, hours or working conditions of Plaintiff and the Class.

21 33. On or about October 27, 2023, the Los Angeles District Attorney charged Defendant Nora
22 Tucey and Jack Tucey with 25 criminal counts relating to unlawful acts they allegedly committed while
23 acting as employers for Plaintiff and the Class Members (Los Angeles Superior Court Case No.
24 BA518809). The counts include the crime of grand theft for falsely and fraudulently obtaining labor from
25 numerous Class Members. The criminal matter against Nora Tucey is ongoing. Charges were dropped
26 against Jack Tucey after his passing.

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1 **CLASS ACTION ALLEGATIONS**

2 34. This class action meets the statutory prerequisites for the maintenance of a class action as
3 set forth in Code of Civil Procedure § 382. Class actions are allowed “when the question is one of
4 common or general interest, of many persons, or when the parties are numerous, and it is impracticable
5 to bring them all before the court. CCP § 382.

6 **ASCERTAINABILITY AND NUMEROSITY**

7 35. There is an ascertainable and sufficiently numerous class. On information and belief, there
8 are over 40 class members who can be readily identified by Defendants’ own records, the Class is
9 ascertainable and so numerous that the joinder of all such persons is impracticable, and the disposition
10 of their claims will benefit the parties and the Court. During the Class Period Defendants required Class
11 Members to perform work at their seven (7) establishments located in Los Angeles County. Notice can
12 be provided to the Class Members via first class mail using techniques and forms of notice similar to
13 those customarily used in class action lawsuits of this nature.

14 **COMMONALITY**

15 36. There is a well-defined community of interest. Each class member has been damaged by the
16 same conduct, in the same way: Defendants’ policy and practice of unlawfully paying less than minimum
17 wage, failing to provide pay for overtime at the lawful rate, failing to provide meal and rest breaks, failing
18 to provide accurate itemized wage statements, and failing to provide wages due upon discharge.

19 37. Nearly all factual, legal, statutory, declaratory, and injunctive relief issues raised herein are
20 common to the Class, will apply uniformly to the Class, and, as a practical matter, will be dispositive of
21 interests of the other members not party to the adjudication.

22 38. There are common questions of law and fact that predominate across the Class, including:
23 (1) whether DEFENDANTS failed to pay wages at the lawful minimum rate; (2) whether
24 DEFENDANTS failed to pay the lawful overtime rate; (3) whether DEFENDANTS denied members of
25 the Class meal and rest breaks; (4) whether DEFENDANTS failed to provide accurate wage statements;
26 (5) whether DEFENDANTS failed to pay all wages due upon discharge or quit; (6) whether
27 DEFENDANTS’ conduct as described herein is unlawful, unreasonable, unfair, and/or deceptive; (7)
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whether Class members have sustained damages; (8) the proper measure of their damages; and (9) whether DEFENDANTS' conduct warrants punitive damages.

PREDOMINANCE

39. Issues subject to generalized proof and applicable to the Class as a whole predominate over those issues that are subject to only individualized proof, if any.

40. The common questions of law and fact described above are the most significant questions for the Class, the resolution of which will resolve the claims other than calculating damages for each class member.

TYPICALITY AND ADEQUACY

41. Plaintiff's claims are typical of the claims of the Class. Plaintiff understands the claims and is able to represent the interests of the Class, and his interests are aligned with those of the Class. The interests of Plaintiff are not antagonistic to the Class.

42. Plaintiff has chosen attorneys who are experienced in wage and hour claims, class action claims, and complex litigation.

43. Counsel and the Class representative will adequately and diligently pursue the interests of the Class.

SUPERIORITY

44. A class action is the superior method of resolving this dispute. Plaintiff alleges a common course of wrongful conduct by Defendants, making the case particularly well suited to certification.

45. Given the modest value of individual damages, it is not economically feasible to obtain relief within the traditional framework of a multiplicity of small individual suits for damages. Aggrieved persons will be without any effective redress unless they may employ the class-action device.

FIRST CAUSE OF ACTION

(By Plaintiff on behalf of himself and the Class Against All DEFENDANTS for Failure to Pay Minimum Wage for All Hours Worked, Labor Code § 1197.1, Wage Order 5-2001 § 4)

46. Plaintiff incorporates by reference the above paragraphs of this Complaint as though fully set forth at this place.

1 47. California Labor Code § 1197.1 prohibits employers and agents of employers from paying
2 employees less than the minimum wage.

3 48. At all times mentioned herein, Plaintiff and the Class had an ownership interest in and the
4 lawful right to an hourly rate of at least the minimum rate.

5 49. During the Class Period, by operation of DEFENDANTS' violation of Labor Code § 1197.1,
6 DEFENDANTS substantially interfered with the rights of Plaintiff and the Class to receive and possess
7 wages owed, thereby harming Plaintiff and the Class.

8 50. Plaintiff and the Class could not have reasonably prevented the failure to be paid all hours
9 at the minimum wage. At all times mentioned herein, DEFENDANTS were aware that Plaintiff and the
10 Class were in a relatively disadvantaged situation economically as compared to DEFENDANTS.
11 DEFENDANTS preyed on Plaintiff and the Class because Plaintiff and the Class were generally
12 unsophisticated and economically disadvantaged.

13 51. At all times mentioned herein, DEFENDANTS knew they could take advantage of the rights
14 of Plaintiff and the Class because they knew they could prey on their relatively disadvantaged and
15 unsophisticated employees.

16 52. The conduct of DEFENDANTS, as set forth above, was malicious, oppressive and
17 fraudulent, and constitutes an intentional scheme to defraud Plaintiff and the Class, with the intention of
18 causing injury to them by depriving them of the payment of wages they were entitled to, which were
19 necessary for Plaintiff and the Class to pay for necessities of life for themselves and their families, and
20 was carried out by DEFENDANTS with a willful and conscious disregard of the rights of Plaintiff and
21 the Class. The actions of DEFENDANTS constitute despicable conduct that subjected Plaintiff and the
22 Class to cruel and unjust hardship in conscious disregard of their rights. The above conduct justifies an
23 award of punitive damages against DEFENDANTS in an amount to be proven at trial.

24 **SECOND CAUSE OF ACTION**

25 **(By Plaintiff on behalf of himself and the Class Against All DEFENDANTS for Failure to Pay**
26 **Overtime Compensation, Labor Code § 510, Wage Order 5-2001 § 3)**

27 53. Plaintiff incorporates by reference the above paragraphs of this Complaint as though fully set
28 forth at this place.

54. California Labor Code § 510 requires employers to pay employees one-and-one-half (1 1/2) times the regular hourly rate for all hours worked in excess of eight (8) hours in one workday and in excess of forty (40) hours in one workweek, and for the first eight (8) hours worked on the seventh day of work in any one workweek.

THIRD CAUSE OF ACTION

56. Plaintiff incorporates by reference the above paragraphs of this Complaint as though fully set forth at this place.

58. Labor Code § 512 states that “an employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes.” Wage Order 5 § 11 also provides that employees are entitled to a meal period of at least 30 minutes for every five hours worked.

60. Wage Order 5 §§ 11(B) and 12(B) and Labor Code § 226.7 require an employer to pay one hour's wage to an employee for each meal period and for each rest period the employer fails to provide in accordance with the law.

61. DEFENDANTS failed to provide Plaintiff and other members of the Class with meal periods in accordance with California law, causing Plaintiff and the Class to work more than five hour work periods without at least one thirty minute meal period, and causing Plaintiff and other members of the Class to work more than ten hour work periods without providing a second thirty minute meal period.

62. DEFENDANTS failed to authorize and permit Plaintiff and the Class to take rest periods in accordance with California law, causing Plaintiff and the Class to work more than four-hour work periods without at least ten-minute rest periods.

63. At all relevant times, Plaintiff and the Class desired to take meal periods, but were prevented from taking these breaks due to DEFENDANTS' policies and practices.

64. At all relevant times, Plaintiff and the Class desired to take rest periods, but were prevented from taking these breaks due to DEFENDANTS' policies and practices.

65. DEFENDANTS failed to keep accurate information with respect to each employee's meal periods in violation of Wage Order 5 § 7(A)(3).

66. As a result of the DEFENDANTS' practices, Plaintiff and the Class are entitled to and seek to recover premium compensation in an amount equal to one hour of additional wages at the applicable contractual rate of pay for each work day on which DEFENDANTS failed to provide them with meal periods, and Plaintiff and the Class are entitled to one hour of additional wages for each work day on which DEFENDANTS failed to provide them with rest periods, in amounts to be proven at trial.

FOURTH CAUSE OF ACTION

(By Plaintiff on behalf of himself and the Class Against All DEFENDANTS for Failure to Provide Accurate Itemized Wage Statements, Labor Code § 226(a) and (e), Wage Order 5-2001 § 7)

67. Plaintiff incorporates by reference the above paragraphs of this Complaint as though fully set forth at this place.

68. Under Labor Code § 226, for each pay period, employers must furnish each employee with an accurate itemized statement reflecting all wages owed.

69. DEFENDANTS knowingly and intentionally failed to provide Plaintiff and the Class with accurate itemized wage statements in violation of Labor Code § 226(a)(1).

70. Pursuant to Labor Code § 226(e), Plaintiff and the Class are each entitled to and seek to recover \$50 for the first violation and \$100 for each subsequent violation, not to exceed \$4,000 per employee. Pursuant to Labor Code § 226(e), Plaintiff is entitled to and seeks to recover reasonable attorneys' fees and costs.

FIFTH CAUSE OF ACTION

(By Plaintiff on behalf of himself and the Class Against All DEFENDANTS for Failure to Pay All Wages Due Upon Discharge or Quit, Labor Code §§ 201-203)

71. Plaintiff incorporates by reference the above paragraphs of this Complaint as though fully set forth at this place.

72. Labor Code § 201 requires that an employer pay all wages earned and unpaid to an employee immediately upon discharge of that employee. Labor Code § 202 requires that an employer pays all wages earned and unpaid not later than 72 hours after an employee quits.

73. Labor Code § 203 authorizes an employee to recover penalties in an amount equal to the former employee's daily wages for up to 30 days if an employer willfully fails to pay any wages due to the employee at the time of discharge, or within 72 hours if the employee quits.

74. Plaintiff and Class Members were denied the premium wages owed to them. DEFENDANTS' failure was willful and intentional.

75. As a result of DEFENDANTS' willful failure to pay Plaintiff and Class Members all wages due in accordance with Labor Code §§ 201 and 202, Plaintiff and the Class are entitled to and seek to recover waiting time penalties equal to thirty days' of pay in amounts to be proven at trial.

SIXTH CAUSE OF ACTION

(By Plaintiff on behalf of himself and the Class Against All DEFENDANTS for Failure to Pay All Wages Earned Twice During the Calendar Month, Labor Code §210)

76. Plaintiff incorporates by reference the above paragraphs of this Complaint as though fully set forth at this place.

77. Labor Code § 210 allows for additional penalties for violations of, among other sections, Labor Code § 204. Labor Code § 204 requires that all wages be paid, in full, twice during each calendar month.

78. Plaintiff and Class Members were denied full payment of wages twice during each month. The payments received by Plaintiff and Class Members did not include payment of minimum wage, the overtime premiums, rest premiums, and meal premiums and therefore do not constitute “all wages” as required by Labor Code § 204.

79. As a result of DEFENDANTS' willful failure to pay Plaintiff and Class Members all wages twice a month, in accordance with Labor Code § 204, Plaintiff and Class Members are entitled to and seek to recover penalties of one hundred dollars (\$100) for the first violation and two hundred dollars (\$200) for each subsequent violation, plus twenty five (25) percent of the amount unlawfully withheld, as mandated under Labor Code § 210.

SEVENTH CAUSE OF ACTION

**(By Plaintiff on behalf of himself and the Class Against All DEFENDANTS for Violation of
California Business and Professions Code §§ 17200 *et seq.*)**

80. Plaintiff incorporates by reference the above paragraphs of this Complaint as though fully set forth at this place.

81. The conduct alleged against DEFENDANTS in this complaint includes failing to provide meal and rest breaks, failing to provide accurate itemized wage stubs, and failing to pay wages owed upon discharge, all in violations of the sections of the Labor Code set forth above. These practices are all unfair business practices under California Business and Professions Code §§ 17200 *et seq.* These unfair business practices, by definition, constitute unfair competition in violation of California Business and Professions Code §§ 17200 *et seq.*

82. Plaintiff and the Class have been injured and lost money or property as a result of the practices alleged in this complaint.

83. DEFENDANTS, by the acts and/or omissions alleged herein, have injured and are injuring the interests of the general public in that other employers that have been or currently are employing restaurant and hotel workers and attempting to do so in honest compliance with applicable wage and hour laws (including the laws violated by the DEFENDANTS) are at an unfair competitive disadvantage as a result of the Defendants' conduct.

1 84. Plaintiff and the Class are entitled to and seek restitution of their wages and the economic
2 value of benefits unlawfully denied to them by the DEFENDANTS in amounts to be proven at trial.

3 85. Pursuant to Bus. & P. C. § 17203, Plaintiff and the Class are entitled to and seek an order
4 and judgment permanently restraining and enjoining DEFENDANTS, and their agents and employees,
5 from directly or indirectly violating any of the above-mentioned provisions of the Labor Code.

6 **PRAYER FOR RELIEF**

7 WHEREFORE, Plaintiff, on behalf of themselves and the Class and on behalf of the general public, pray
8 for judgment and the following specific relief against DEFENDANTS as follows:

- 9 1. An order certifying the proposed Class and appointing Plaintiff and their counsel of
10 record to represent the proposed Class;
- 11 2. For compensatory and statutory damages in an amount according to proof;
- 12 3. For punitive damages in an amount according to proof;
- 13 4. For penalties in an amount according to proof;
- 14 5. For restitution and disgorgement of monies in an amount according to proof;
- 15 6. Pursuant to Bus. & P. C. § 17203, an order permanently enjoining and restraining
16 DEFENDANTS from continuing the unfair, deceptive, and unlawful business
17 practices
18 alleged herein, including, but not limited to an order permanently restraining and
19 enjoining Defendants, and their agents and employees from directly or indirectly:
 - 20 A. Violating any provision of Labor Code § 1197.1;
 - 21 B. Violating any provision of Labor Code § 510;
 - 22 C. Violating any provision of Labor Code §§ 226.7 and 512, including failing to
23 provide the required meal or rest periods;
 - 24 D. Violating any provision of Labor Code §§ 226(a) and (e), including failing to
25 furnish each employee with an accurate itemized statement reflecting the legal
26 name and address of the legal entity that is the employer;
 - 27 E. Violating any provision of Labor Code §210.

- 1 7. For attorneys' fees, expenses, and costs of suit under California Labor Code §§ 218.5,
2 226(e), 2699(g)(1), California Code of Civil Procedure § 1021.5, and under any other
3 applicable statute, and an amount according to proof;
4 8. For pre-judgment and post-judgment interest; and
5 9. Such other and further relief as the Court may deem just and proper.

6
7 Date: July 2, 2024

BET TZEDEK LEGAL SERVICES

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10 _____
11 Matthew Eric DeCarolis
12 Attorney for Plaintiff and Putative Class

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff and all class members hereby demand a jury trial on all claims and causes of action
15 with respect to which they have such a right.

16
17 Date: July 2, 2024

BET TZEDEK LEGAL SERVICES

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20 _____
21 Matthew Eric DeCarolis
22 Attorney for Plaintiff and Putative Class
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