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SUMMONS ISSUED

Per local Rule, This case is assigned to
Judge Reyes, Benjamin T, II, for all purposes.

Attorney for Plaintiff NATHAN MCNEIL, as an individual and on behalf of all similarly
situated employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF CONTRA COSTA

NATHAN MCNEIL, as an individual and on
behalf of all similarly situated employees

Case No.: C26-00947

CLASS ACTION

Plaintiff,

COMPLAINT FOR DAMAGES

v.

LIMITLESS AXES & ALES INC., and DOES 1
through 50, inclusive,

Defendant.

1. Violation of Cal. Labor Code §§ 204, 510, 1182.12, 1194, 1194.2, and 1197 (Recovery of Unpaid Minimum Wage and Overtime);
2. Violation of Cal. Labor Code § 351 (Failure to Furnish Tips and Gratuity);
3. Violation of Cal. Labor Code § 226 (Failure to Issue Accurate Itemized Wage Statements);
4. Violation of Cal. Labor Code §§ 201–203 (Failure to Pay Wages Due at Separation of Employment);
5. Violation of Cal. Labor Code § 2802 (Failure to Reimburse Necessary Business Expenses)
6. Violation of Cal. Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices).

DEMAND FOR JURY TRIAL

1 Plaintiff, NATHAN MCNEIL (“Plaintiff”), individually, and on behalf of all others
2 similarly situated, complains and alleges on information and belief as follows:

3 **INTRODUCTION**

4 1. This is a class action brought on behalf of Plaintiff and the class he seeks to
5 represent (“Plaintiff Class” or “Class Members”). Plaintiff Class consists of all non-exempt,
6 hourly-paid employees, currently and/or formerly employed by Defendant LIMITLESS AXES &
7 ALES, INC. (“Defendant”) in the State of California during the Class Period. The term “Class
8 Period” is defined as four (4) years prior to the filing of the initial complaint in this action through
9 judgment. Plaintiff reserves the right to amend this complaint to reflect a different “Class Period”
10 as further discovery is conducted.

11 2. Plaintiff, individually, and on behalf of Plaintiff Class, seeks relief against
12 Defendant, for Defendant’ practices of violating the applicable Industrial Welfare Commission
13 Wage Order, Code of Regulations, and California Labor Codes, including: (1) Violation of Labor
14 Code §§ 204, 510, 1182.12, 1194, 1194.2, and 1197 for Recovery of Unpaid Minimum Wage,
15 Overtime, and Double Time, (2) Violation of Labor Code § 351 for Failure to Furnish Tips and
16 Gratuity, (3) Violation of Labor Code § 226 for Failure to Issue Accurate Itemized Wage
17 Statements, (4) Violation of Labor Code §§ 201, 202, and 203 for Failure to Pay Wages Due at
18 Separation of Employment, (5) Violation of Labor Code § 2802 for Failure to Reimburse
19 Necessary Business Expenditures, and (6) Violation of Cal. Bus. & Prof. Code §§ 17200 et seq.
20 for Unfair Business Practices. These violations concern current and past employees of Defendant.

21 3. At all relevant times herein, Defendant has consistently maintained and enforced
22 against Plaintiff Class the unlawful practices and policies set forth herein.

23 **JURISDICTION AND VENUE**

24 4. Venue is proper in this judicial district and the County of Contra Costa, pursuant
25 to the California Code of Civil Procedure, sections 395 and 395.5, because the acts that give rise
26 to the causes of action alleged herein occurred in this county.

27 5. This Court has personal jurisdiction over Defendant because Defendant resides in,
28 are incorporated in, have their main place of business in, and/or conduct business in the State of

1 California, and a substantial portion of the acts, omissions, events, and transactions constituting
2 the causes of action alleged herein occurred within the State of California, and more specifically,
3 in the County of Contra Costa. (Code Civ. Proc. § 410.10.)

4 6. The California Superior Court has jurisdiction over this matter because the
5 individual claims are under the seventy-five thousand dollar (\$75,000.00) individual
6 jurisdictional threshold and the five million dollar (\$5,000,000.00) aggregate jurisdictional
7 threshold for federal court; and upon information and belief, Plaintiff and Defendant are residents
8 of and/or domiciled in the State of California. Further, there is no federal question at issue, as the
9 issues herein are based solely on California statutes and law, including the California Labor Code,
10 Industrial Welfare Commission Wage Orders, California Code of Civil Procedure, California
11 Rules of Court, and the Business & Professions Code. Thus, the above-entitled court maintains
12 appropriate jurisdiction over this matter.

13 **THE PARTIES**

14 **Plaintiff**

15 7. Plaintiff was employed by Defendant from approximately March 26, 2025 through
16 on or about July 17, 2025. Plaintiff worked at Defendant's Brentwood, California location. At all
17 relevant times herein, Plaintiff was employed by Defendant in a non-exempt, hourly position and
18 was entitled to compensation for all hours worked, including overtime compensation, and penalties
19 from Defendant. Plaintiff was employed by Defendant within the four (4) years prior to the
20 commencement of this action.

21 8. Each of the Plaintiff Class consists of identifiable, current, and/or former similarly
22 situated persons who were employed by Defendant in California during the Class Period.

23 9. Plaintiff is informed and believes, and thereupon alleges, that Defendant is a
24 California Limited Liability Company operating an entertainment bar and venue throughout
25 California, including Contra Costa County California, and was the employer of the Plaintiff. On
26 information and belief, and based thereon, Plaintiff alleges that Defendant is conducting business
27 in good standing in California, and at all times herein mentioned has regularly conducted business
28 in the State of California.

1 10. Plaintiff is ignorant of the true names, capacities, relationships and extent of
2 participation in the conduct herein alleged of Defendants sued herein as DOES 1 through 50,
3 inclusive, but on information and belief, alleges that said Defendants are legally responsible for
4 the violations alleged herein. Plaintiff will amend this complaint to allege the true names and
5 capacities of the DOE Defendant when that information is ascertained.

6 11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
7 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
8 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each Defendant
9 are legally attributable to the other Defendants. Furthermore, Defendant operates as a joint
10 venture and/or single business enterprise, integrated enterprise, and/or are agents of one another,
11 are alter egos, joint employers, and conspire with one another to increase profits by engaging in
12 the conduct described in this complaint.

13 12. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
14 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
15 managing agent, and/or principal of the co-Defendant, and in performing the actions mentioned
16 below was acting, at least in part, within the course and scope of that authority as such agent,
17 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
18 the permission and consent of the co-Defendant. Plaintiff also alleges the acts of each Defendant
19 are legally attributable to the other Defendants.

20 **PAGA ADMINISTRATIVE PREREQUISITE**

21 13. By this complaint, Plaintiff brings this case as a representative action seeking
22 penalties for the State of California in a representative capacity, as provided by PAGA, labor
23 Code section 2698 et seq., to the extent permitted by law, as an aggrieved employee who was
24 employed by Defendant and subject to alleged violations set forth in Labor Code section 2699.5.
25 Plaintiffs and other Aggrieved Employees are current and former employees of Defendants
26 starting from three hundred sixty-five (365) days from the submission of the written notice to the
27 LWDA and Defendant to the resolution of this matter. Plaintiffs specifically alleged the following
28 in their notice to the Labor and Workforce Development Agency ("LWDA") and the employer:

violations of Labor Code sections 226, 351, 510, 558, 1171, and 1194.

14. Under Labor Code section 2699.3 subdivision(a), a Plaintiff may bring a cause of action under PAGA only after giving notice to the LWDA and the employer of the Labor Code section alleged to have been violated, and after sixty-five (65) days have passed without notice. Prior to filing this complaint, on December 1, 2025, Plaintiff gave written notice by certified electronic mail to the Labor and Workforce Development Agency (“LWDA”) and to Defendant of the specified provisions alleged to have been violated, including the facts and theories to support the alleged violation as required by Labor Code section 2699.3. A true and correct copy of Plaintiff’s original letter sent to the LWDA on December 1, 2025, is attached hereto as Exhibit A.

15. On or around December 12, 2025, Deputy Labor Commissioner, John McDonald, started an inquiry as to whether the LWDA may choose to investigate. On or around January 30, 2026, a Notice of Investigation was received by the LWDA and a twelve (12) month statutory tolling pursuant to Labor Code section 90.60 was issued.

16. Plaintiff further has received no notice of Defendants’ intent to cure any of the alleged violations. Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action with regard to his December 1, 2025, PAGA notice.

GENERAL ALLEGATIONS

17. California Labor Code section 1194 provides that notwithstanding any agreement to work for a lesser wage, an employee receiving less than the legal overtime compensation is entitled to recover in a civil action the unpaid balance of their overtime compensation, including interest thereon, reasonable attorneys’ fees, and costs of suit.

18. Further, Business and Professions Code section 17203 provides that any person who engages in unfair competition may be enjoined in any court of competent jurisdiction. Business and Professions Code section 17204 provides that any person who has suffered actual injury and has lost money or property as a result of the unfair competition may bring an action in a court of competent jurisdiction.

19. Plaintiff and Plaintiff Class are, and at all times relevant herein, have been non-

1 exempt employees within the meaning of the California Labor Code, and California Wage Order
2 No. 5–2001 of the Industrial Welfare Commission. Defendant are, and at all times relevant herein,
3 have been an “employer” within the meaning of state law and California Wage Order No. 5–2001
4 of the Industrial Welfare Commission.

5 20. During the Class Period, Defendant were required to pay Plaintiff and Class
6 Members overtime compensation for any and all hours in excess of eight (8) hours in a workday
7 or forty (40) hours in a workweek, and double time wages for any and all hours worked in excess
8 of twelve (12) hours in a workday.

9 21. Additionally, Defendant withheld tips and gratuity from the Plaintiff and Class
10 Member’s earnings.

11 22. Furthermore, during the Class Period, Defendant were required to provide Plaintiff
12 and Class Members with complete and accurate wage statements.

13 23. Accordingly, Plaintiff and Class Members were provided inaccurate wage
14 statements as they omitted the aforementioned hours of work and rates of pay. Therefore,
15 Defendant furnished Plaintiff and Class Members wage statements with an inaccurate number of
16 hours worked, inaccurate gross and net wages, and inaccurate corresponding number of hours
17 worked at each hourly rate.

18 24. At the time of Plaintiff and Class Members’ separation from employment,
19 Defendant were required to compensate Plaintiff and Class Members for all wages earned and
20 owed.

21 25. Defendant failed to compensate Plaintiff and Class Members for all wages owed
22 at the time their employment ended as Plaintiff and Class Members were not compensated for all
23 hours worked, nor at the proper overtime and/or double time rates for applicable hours and they
24 were owed as much at the time their employment ended.

25 26. Plaintiff and Class Members are owed regular wages, overtime wages, double time
26 wages, premium payments, tips and gratuity, and waiting time penalties.

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CLASS ALLEGATIONS

27. Plaintiff brings this action on behalf of Plaintiff and all other similarly situated persons, as a class action pursuant to California Code of Civil Procedure section 382. Plaintiff's proposed class consists of and is defined as follows: all individuals who worked for Defendant in a California location, as a non-exempt hourly employee, at a time during the period from four years prior to the filing of the initial complaint through the date of judgment ("Class Period") in this matter.

28. Plaintiff brings this action on behalf of Plaintiff and all other similarly situated persons, as a class action pursuant to California Civil Code of Procedure section 382 on behalf of themselves and all other similarly situated persons in the Class, which is composed of and defined as follows: All persons who are employed or have been employed by Defendant, being jointly and severally liable under integrated enterprise and joint employer theories, in the State of California who, within the four years of the filing of this Complaint, have worked as non-exempt employees and were not paid all lawful wages as regular time, overtime, and double-regular time.

a. All persons who were employed by Defendant in the State of California who, for the four (4) years prior to the filing of this class action to the present have worked as non-exempt employees and have been terminated or resigned, who were entitled to be paid all wages upon end of employment, and have not been paid wages pursuant to Labor Code section 203 and are owed restitution for waiting time penalties for unpaid wages;

b. All persons who are employed or have been employed by Defendant, being jointly and severally liable under integrated enterprise and joint employer theories, in the State of California who, for the four years prior to the filing of this class action to the present have worked as non-exempt employees and have not been paid the legally mandated wage rates for all hours worked. Instead, Defendant failed to pay Plaintiff Class due to a tip distribution system that relied on an undisclosed and complicated algorithm or method for allocation that is not fair and

1 neutral and resulted, over a period of time, in failure to compensate the employees
2 properly for all the time they have actually worked and all wages earned;

3 c. All persons who were employed by Defendant in the State of California
4 who, for the four (4) years prior to the filing of this class action to the present have
5 worked as non-exempt employees who were entitled to be paid all wages, and were
6 not paid all wages owed, including, but not limited to, overtime;

7 d. All persons who were employed by Defendant in the State of California
8 who, for the four (4) years prior to the filing of this class action to the present have
9 worked as non-exempt employees who were entitled to the full amount of tips and
10 gratuity owed, and were not provided with payment of such earnings;

11 e. All persons who were employed by Defendant in the State of California
12 who, for the four (4) years prior to the filing of this class action to the present have
13 worked as non-exempt employees who were entitled to reimbursement for
14 necessary business expenditures, and were not reimbursed for the maintenance of
15 their uniforms;

16 f. All persons who were employed by Defendant in the State of California
17 who, for the four (4) years prior to the filing of this class action to the present have
18 worked as non-exempt employees who were entitled to be provided accurate wage
19 statements, and were not provided an accurate payroll record as required under
20 Labor Code section 226 and Labor Code section 1174; and

21 g. All current and former California hourly non-exempt employees who work
22 or worked for Defendant during the liability period to be determined and who
23 suffered injury, including lost money, as a result of Defendant's unfair
24 competition;

25 h. Plaintiff reserves the right under California Rules of Court, rule 3.765, to
26 amend or modify the class description(s) with greater specificity or further division
27 into subclasses or limitation to particular issues.
28

29. This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure section 382 because there is a well-defined community of interest in the litigation and because the proposed class is easily ascertained by Defendant's personnel and payroll records.

Numerosity

30. The potential members of the class as defined are so numerous that joinder of all class members is impracticable. While the precise number of the Plaintiff Class is unknown, Plaintiff is informed and believes that Defendant has employed more than fifty (50) employees during the Class Period.

Commonality

31. There are common questions of law and fact arising out of Defendant's conduct, as described herein, including, but not limited to:

- a. Whether Defendant failed to pay all wages, including minimum, overtime, and double time wages earned and due to Plaintiff and Class Members;
- b. Whether Defendant failed, and continues to fail, to provide Plaintiff and Class Members legally mandated tips and gratuity due to Plaintiff and Class Members;
- c. Whether Defendant failed, and continues to fail, to provide Plaintiff and Class Members wage statements containing all information required by Labor Code section 226(a);
- d. Whether failed, and continues to fail, to reimburse Plaintiff and Class Members for all necessary business expenditures;
- e. Whether Defendant failed to pay Plaintiff and Class Members all wages earned during the course of their employment upon separation; and
- f. Whether Defendant engaged in unfair or unlawful business practices.

Typicality

32. The claims of the Plaintiff are typical of the claims of the Class, all of whom have incurred and/or will incur damages, as a result of Defendant's common course of conduct and common policies and practices. The claims of Plaintiff are typical because Defendant subjected

1 all of its non-exempt employees to the identical violations of the California Industrial Welfare
2 Commission Wage Orders, California Code of Regulations, California Labor Code, and
3 California Business & Professions Code.

4 **Adequacy of Representation**

5 33. The Plaintiff will fairly and adequately represent and protect the interests of the
6 Plaintiff Class. Plaintiff's interests are not in conflict with those of the Plaintiff Class. Plaintiff's
7 attorneys are competent, well-versed, and experienced in litigating employment class actions and
8 other complex litigation matters.

9 **Superiority**

10 34. Under the facts and circumstances set forth above, a class action is superior to any
11 other method available for both the fair and efficient adjudication of the rights of each Class
12 Member. Joinder of individual and relatively small claims of Class Members is not practical, and
13 if each employee were required to file an individual lawsuit, the corporate Defendant would
14 necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm
15 the limited resources of each individual Plaintiff. Requiring each Class Member to pursue an
16 individual remedy would also discourage the assertion of lawful claims by employees fearful of
17 retaliation and permanent damage to their careers at present and/or subsequent employment.
18 Further, the substantial risk of inconsistent or varying verdicts or adjudications with respect to the
19 individual Class Members against Defendant herein further support class certification.

20 **FIRST CAUSE OF ACTION**

21 **FAILURE TO PAY ALL WAGES**

22 **(Labor Code §§ 204, 510, 1182.12, 1194, 1194.2, 1197)**

23 **(Plaintiff Against all Defendants)**

24 35. Plaintiff realleges and incorporates by reference all preceding paragraphs as
25 though fully set forth herein.

26 36. Pursuant to Labor Code section 1182.12, notwithstanding any other provision of
27 the Labor Code, hourly minimum wage rates are set for all industries according to statute. Labor
28 Code section 1194 requires that employers pay employees no less than minimum wage for each

1 hour worked.

2 37. Labor Code §1197 provides that “[t]he minimum wage for employees fixed by the
3 commission is the minimum wage to be paid to employees, and the payment of a lesser wage than
4 the minimum so fixed is unlawful.” Under the California minimum wage law, each hour of work
5 must be separately compensated at the applicable minimum hourly rate of least \$16.00 per hour.

6 38. Labor Code section 510, subdivision (a), mandates that any work in excess of eight
7 (8) hours in a workday and any work in excess of forty (40) hours in a workweek be compensated
8 at a rate of no less than one and one-half times the regular rate of pay. Also, that any work in
9 excess of twelve (12) hours in a workday be compensated at a rate twice the regular rate of pay.

10 39. Plaintiff and Plaintiff Class members at times worked over eight (8) hours per day
11 and forty (40) hours per week. Defendant failed to pay Plaintiff, and Plaintiff Class members
12 minimum wage for all hours worked and overtime premium for hours worked in excess of over
13 eight (8) hours per day and forty (40) hours per week for work performed for the Defendant.
14 Defendant failed to pay Plaintiff and Plaintiff Class the legally mandated wage rates for all hours
15 worked. At various times during employment with Defendant, Plaintiff and Class Members
16 worked off-the-clock after their shifts as they were expected and required by Defendant.
17 Defendant instructed Plaintiff to clock out despite having to continue to work, including
18 performing closing tasks and duties, resulting in unpaid wages, in failure to compensate the
19 employees properly for all the time they have actually worked, thereby causing Plaintiff and
20 Plaintiff Class members to work in excess of eight (8) hours per day and/or forty (40) hours per
21 week. As such Plaintiff and Class Members seek overtime in an amount according to proof.
22 Pursuant to Labor Code section 1194 and 1197, the Class members seek the payment of all
23 overtime compensation which they earned and accrued four (4) years prior to filing this complaint,
24 according to proof. Pursuant to Labor Code sections 1194, subdivision (a), 1194.2, and 1197 an
25 employee receiving less than the legal minimum wage or overtime wage is entitled to recover in
26 a civil action in the amount of unpaid wages, attorney fees, costs of suit, and liquidated damages
27 in an amount equal to the unlawfully unpaid wages and interest thereon.

28 40. Defendant willfully violated the Labor Code by failing to pay Plaintiff and Class

Members all wages including both minimum wage and overtime. Plaintiff and Class Members were denied all their wages as a result of Defendant's failure to pay Plaintiff Class due to a tip distribution system that relied on an undisclosed and complicated algorithm or method for allocation that is not fair and neutral and resulted, over a period of time, in failure to compensate the employees properly for all the time they have actually worked. Defendant has regularly violated the Labor Code with respect to meeting the requirements of paying wages earned, including, overtime, double-time and remuneration when calculating the employees' regular rate of pay, as herein before alleged. Defendant has intentionally excluded remuneration that must be included in all employees' regular rate of pay in order to avoid payment of overtime wages and other benefits in violation of the Labor Code and the order issued by the IWC.

41. Pursuant to Labor Code sections 510, 1182.12, 1194 and 1197, the Plaintiff Class seeks the payment of all minimum, overtime, tips and gratuity, and double time wages which they earned and accrued four (4) years prior to filing this complaint, according to proof.

42. Additionally, Plaintiff and Class Members are entitled to liquidated damages pursuant to Labor Code section 1194.2, attorney fees and costs pursuant to California Labor Code sections 218.5 1194, 1197, and prejudgment interest.

SECOND CAUSE OF ACTION

FAILURE TO FURNISH TIPS AND GRATUITY

(Labor Code § 351)

(Plaintiff Against all Defendants)

43. Plaintiff incorporates all previous paragraphs of this complaint as though fully set forth herein.

44. Labor Code §351 states that: No employer or agent shall collect, take, or receive any gratuity or a part thereof that is paid, given to, or left for an employee by a patron, or deduct any amount from wages due an employee on account of a gratuity, or require an employee to credit the amount, or any part thereof, of a gratuity against and as a part of the wages due the employee from the employer. Every gratuity is hereby declared to be the sole property of the employee or employees to whom it was paid, given, or left for.

1 45. At various times during his employment with Defendant, Plaintiff had his tips and
2 gratuity earned from patrons withheld from his earnings.

3 46. Defendant knowingly, willfully, and intentionally engaged in a scheme to
4 withhold tips and gratuities from Plaintiff through the implementation of new policies and
5 management controls over the distribution of such gratuities. These newly implemented policies
6 directly caused delays and errors in Plaintiff's paystubs.

7 47. Instead of providing Plaintiff with his lawfully owed tips and gratuities,
8 Defendant refused to distribute Plaintiff's earned gratuities.

9 48. Plaintiff has incurred and continues to incur legal expenses and attorney fees.
10 Plaintiff is presently aware of the presently unaware of the precise amount of these expenses;
11 however, these expenses will be proved at trial.

12 **THIRD CAUSE OF ACTION**

13 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

14 **(Labor Code § 226)**

15 **(Plaintiff Against all Defendants)**

16 49. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
17 fully set forth herein.

18 50. Labor Code section 226, subdivision (a), requires that "at the time of each payment
19 of wages," employers furnish employees with "an accurate itemized statement" that includes,
20 inter alia, gross wages earned, total hours worked, net wages earned, and all applicable hourly
21 rates in effect during the pay period and the corresponding number of hours worked at each hourly
22 rate.

23 51. Defendant knowingly and intentionally failed to provide Plaintiff and Class
24 Members wage statements in compliance with Labor Code section 226, because said statements
25 contained inaccurate gross wages earned, an inaccurate number of total hours worked, inaccurate
26 net wages earned, and an inaccurate number of hours worked at each hourly rate.

27 52. IWC Wage Order No.1-2001, paragraph 7(a) requires that every employer shall
28 keep accurate information with respect to each employee, including time records showing when

1 each employee begins and ends each work periods, the total daily hours worked by each employee
2 and the total hours worked in each payroll period, and applicable rates of pay. Plaintiff is informed
3 and believes that Defendant willfully and intentionally failed to make and/or keep records which
4 accurately reflect the hours worked by Plaintiff and Class Members. Specifically, Plaintiff
5 believes that Defendant's records do not accurately reflect where Plaintiff and Class Members
6 worked due to Defendant failed to pay Plaintiff Class due to a tip distribution system that relied
7 on an undisclosed and complicated algorithm or method for allocation that is not fair and neutral
8 and resulted, over a period of time, in failure to compensate the employees properly for all the
9 time they have actually worked. Consequently, Plaintiff and Class Members' wage statements
10 reflected an inaccurate number of total hours worked, an inaccurate number of hours worked at
11 each hourly rate, and inaccurate gross and net wages earned.

12 53. Pursuant to Labor Code section 226, subsection (c)(2)(a)(b), "[a]n employee is
13 deemed to suffer injury ... if the employer fails to provide a wage statement [and] an employee
14 is deemed to suffer injury if the employer failed to provide accurate and complete information as
15 required." Labor Code section 226, subdivision (c)(1), provides that employees suffering injury
16 as a result of the employers failure to comply with section 226, subsection (a), are "entitled to
17 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which
18 a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent
19 pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled
20 to an award of costs and reasonable attorney's fees."

21 54. Because Defendant furnished inaccurate and incomplete wage statements, Plaintiff
22 and Class Members are entitled to penalties, attorney fees, and costs pursuant to Labor Code
23 sections 2699, subdivisions (f)(2) and (g)(1), and section 226, subdivision (c)(1), and prejudgment
24 interest.

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1 **FOURTH CAUSE OF ACTION**

2 **FAILURE TO PAY WAGES DUE AT SEPARATION OF EMPLOYMENT**

3 **(Labor Code § 201–203)**

4 **(Plaintiff Against all Defendants)**

5 55. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
6 fully set forth herein.

7 56. At the time that Plaintiff and any of the Class Members' employment ended, they
8 were entitled to timely compensation of regular, overtime, and double time wages for all hours
9 worked.

10 57. Plaintiff and certain members of the Plaintiff Class who ended their employment
11 with Defendant during the Class Period, were entitled to be promptly paid both minimum wage
12 and lawful overtime compensation and other premiums, as required by Labor Code section 201-
13 203. Defendant refused and/or failed to promptly compensate Plaintiff and Class Members wages
14 owed as a result of their failure to pay Plaintiff and Class Members both minimum wage and
15 overtime compensations. Pursuant to Labor Code section 203, such Plaintiff and Class Members
16 seek the payment of penalties pursuant to Labor Code section 203, according to proof.

17 58. Pursuant to Labor Code section 203 subdivision (a), "If an employer willfully fails
18 to pay...any wages of an employee who is discharged or who quits, the wages of the employee
19 shall continue as a penalty from the due date thereof at the same rate until paid or until an action
20 therefor is commenced; but the wages shall not continue for more than 30 days."

21 59. Plaintiff and members of the Plaintiff Class whose employment was terminated
22 within four (4) years prior to the filing of this complaint are entitled to thirty (30) days of pay at
23 their regular hourly rate as waiting time penalties.

24 60. Plaintiff individually, and on behalf of the Plaintiff Class, requests compensation
25 for all wages owed, as well as the assessment of any civil penalties in a sum provided by law
26 pursuant to Labor Code sections 201, subdivision (a), and 203, subdivisions (a) and (b).

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FIFTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

(Labor Code § 2802(a))

(Plaintiff Against all Defendants)

61. Plaintiff incorporates all previous paragraphs of this complaint as though fully set forth herein.

62. Labor Code §2802(A) states: An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

63. Plaintiff was not reimbursed by Defendant for necessary expenditures as a direct consequence of the discharge of his duties.

64. Defendant knowingly, willingly, and intentionally attempted to offset the cost of doing business on Plaintiff. Defendant had a practice of requiring Plaintiff to shoulder the burden of Defendant's cost of doing business by failing to reimburse Plaintiff for necessary business expenditures.

65. Plaintiff alleges that during the course of his employment, Defendant controlled his appearance by requiring him to wear a uniform during his shifts, marked with the Defendant's company logo.

66. As hereinabove mentioned, Defendant failed to indemnify Plaintiff for all necessary expenditures or losses in-direct consequence of the discharge of his duties. Specifically, Defendant's failure to indemnify Plaintiff for expenditures he incurred on its behalf, including, but not limited to, maintaining his uniforms that Defendant required Plaintiff wear during his shifts constitutes a violation of Labor Code §2802(A).

67. As a proximate result of Defendant's conduct, Plaintiff has sustained and continues to sustain substantial losses in earnings and other employment benefits and continues to suffer humiliation, emotional distress, and mental and physical pain and anguish, all to his damage in a

1 sum according to proof.

2 68. Defendant's conduct as described above was willful, despicable, knowing, and
3 intentional; accordingly, Plaintiff seeks an award of punitive and exemplary damages in an
4 amount according to proof.

5 69. Plaintiff has incurred and continues to incur legal expenses and attorney fees.
6 Plaintiff is presently unaware of the precise amount of these expenses and fees; however, these
7 expenses and fees will be proved at trial.

8 **SIXTH CAUSE OF ACTION**

9 **UNFAIR/UNLAWFUL BUSINESS PRACTICES**

10 **(Business and Professions Code §§ 17200 et seq.)**

11 **(Plaintiff Against all Defendants)**

12 70. Plaintiff realleges and incorporates by reference all preceding paragraphs as if
13 fully set forth herein.

14 71. Business and Professions Code section 17200 prohibits unfair competition by way
15 of unlawful, unfair, or fraudulent business acts or practices. Business and Professions Code
16 section 17204 allows "a person who has suffered injury in fact and has lost money or property as
17 a result of the unfair competition" to prosecute a civil action for violation of the Business and
18 Professions Code.

19 72. Pursuant to Labor Code section 90.5, subdivision (a), it is the policy of California
20 to "vigorously enforce minimum labor standards in order to ensure employees are not required or
21 permitted to work under substandard unlawful conditions ... and to protect employers who
22 comply with the law from those who attempt to gain a competitive advantage at the expense of
23 their workers by failing to comply with minimum labor standards."

24 73. Beginning at an exact date unknown to Plaintiff, but at least since the date four (4)
25 years prior to the filing of this complaint, Defendant have committed acts of unfair competition
26 as defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair, and
27 fraudulent business practices and acts described in this complaint, including, but not limited to,
28 violations of Labor Code sections 201, 202, 203, 204, 226, 351, 510, 1182.12, 1194, 1194.2, 1197

1 and the provisions of IWC Wage Order 5–2001.

2 74. The violations of these laws and regulations, as well as of fundamental California
3 public policies protecting workers, serve as unlawful predicate acts and practices for purposes of
4 Business and Professions Code sections 17200 et seq.

5 75. As a result of these unlawful, unfair, and fraudulent business practices, Plaintiff,
6 on information and belief, alleges that Defendant are able to unfairly compete with, and gained
7 an unfair advantage over, other comparable companies in the state of California in violation of
8 of Business and Professions Codes 17200 et seq.

9 76. Plaintiff is informed and believes, and thereon alleges, that Defendant performed
10 the unlawful, unfair, and fraudulent business practices with the intent of gaining an unfair
11 competitive advantage and thereby injuring Plaintiff, Class Members, competing entertainment
12 venues and bar establishments in the State of California, and the general public.

13 77. Plaintiff's success in this action will enforce important rights affecting the public
14 interest and public policy. In this regard, Plaintiff sues on behalf of the public as well as on behalf
15 of Plaintiff.

16 78. Business and Professions Code sections 17203 provides that "[t]he court may
17 make such orders or judgments ... as may be necessary to prevent the use or employment by any
18 person of any practice which constitutes unfair competition." Injunctive relief is necessary and
19 appropriate to prevent Defendant from repeating their unlawful, unfair, and fraudulent business
20 acts and practices alleged above.

21 79. Business and Professions Code section 17203 provides that the Court may "restore
22 to any person in interest any money or property... which may have been acquired by means of
23 such unfair competition." Plaintiff and Class Members are entitled to restitution pursuant to
24 Business and Professions Code section 17203 for wages and payments unlawfully withheld from
25 employees, and other losses alleged herein, during the four-year period prior to the filing of this
26 complaint. All remedies are cumulative pursuant to Business and Professions Code section 17205.

27 80. Business and Professions Code section 17202 provides: "Notwithstanding section
28 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,

1 forfeiture, or penal law in a case of unfair competition.” Plaintiff and Class Members are entitled
2 to enforce all applicable penalty provisions of the Labor Code pursuant to Business and
3 Professions Code section 17202.

4 81. Plaintiff requests injunctive relief pursuant to Business and Professions Code
5 section 17203 to enjoin Defendant from continuing the unfair and unlawful business practices
6 alleged herein.

7 82. Plaintiff herein takes upon enforcement of these laws and lawful claims. There is
8 a financial burden involved in pursuing this action. The action is seeking to vindicate a public
9 right, and it would be against the interests of justice to penalize Plaintiff by forcing Plaintiff to
10 pay attorney fees from the recovery in this action. Attorney fees are appropriate pursuant to Code
11 of Civil Procedure section 1021.5 and others.

12 **PRAYER FOR RELIEF**

13 **WHEREFORE**, Plaintiff prays for judgment as follows:

- 14 1. That the Court determine that this action may be maintained as a class action under
15 Code of Civil Procedure section 382;
- 16 2. The Court appoint Plaintiff as Class Representative;
- 17 3. The Court appoint Mahoney Law Group, APC as class counsel;
- 18 4. For compensatory and statutory damages;
- 19 5. For restitution of all monies due to Plaintiff and Class Members from the unlawful
20 and unfair business practices of Defendant;
- 21 6. For injunctive relief;
- 22 7. For statutory and civil penalties according to proof;
- 23 8. For waiting time penalties pursuant to Labor Code section 203, on behalf of the
24 terminated or resigned employees;
- 25 9. For declaratory relief, enjoining Defendant’s practices as being unlawful and unfair
26 business practices within the meaning of Bus. & Prof. Code section 17200, et seq.,
27 and declaring Defendant has unlawfully treated Plaintiff and Class Members, failed
28 to pay all wages and overtime compensation in violation of California law, failed to

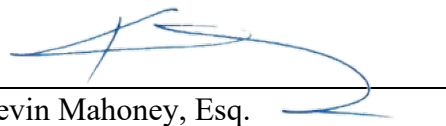
1 pay wages to former employees Plaintiff and other certain members of Plaintiff Class,
2 failed to provide Plaintiff and Class Members accurate itemized wage statements
3 upon payment of wages, and declaring the amounts of damages, penalties, equitable
4 relief, costs, and attorney's fees Plaintiff and Class Members are entitled to;

5 10. For reasonable attorney fees and costs pursuant to Labor Code section 226,
6 subdivision (e), section 218.5, 2802(c), section 1194, and section 1197; Code of Civil
7 Procedure section 1021.5, and other applicable laws and statutes; and

8 11. That the Court award such other and further relief as this Court may deem appropriate.
9

10 Dated: March 18, 2026

MAHONEY LAW GROUP, APC

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12 

13 Kevin Mahoney, Esq.

14 Cedric Joseph, Esq.

15 Attorneys for Plaintiff NATHAN MCNEIL,
16 as an individual and on behalf of all
17 similarly situated employees
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Dated: March 18, 2026

Kevin Mahoney, Esq.
Cedric Joseph, Esq.
Attorneys for Plaintiff NATHAN MC
as an individual and on behalf of all
similarly situated employees