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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**

CASSANDRA HALL-LEPREVOST, an  
individual, and on behalf of all aggrieved  
employees

Plaintiff,

vs.

STEAK 48 BEVERLY HILLS, LLC, an  
Arizona corporation; TEAM 44  
RESTAURANTS, LLC, an Arizona  
corporation; and DOES 1 through 50 inclusive

Defendants.

Case No. **23STCV19341**

**COMPLAINT FOR DAMAGES AND  
INJUNCTIVE RELIEF;  
ENFORCEMENT ACTION UNDER  
THE PRIVATE ATTORNEYS  
GENERAL ACT, CALIFORNIA  
LABOR CODE § 2698, ET SEQ:**

- 1. FAILURE TO PAY OVERTIME  
COMPENSATION AND  
LIQUIDATED DAMAGES (Lab.  
Code, §§ 510, 1194, 1194.2, &  
1198);**
- 2. FAILURE TO PAY MINIMUM  
WAGES AND LIQUIDATED  
DAMAGES (Lab. Code, §§ 1182.12,  
1194; 1194.2; 1197; 1197.1; & 1198  
and Cal. Code Regs., tit 8, § 11050);**
- 3. FAILURE TO PROVIDE MEAL  
PERIODS (Lab. Code, § 226.7  
& 512, and Cal. Code Regs., tit. 8, §  
11050);**
- 4. FAILURE TO PROVIDE REST  
PERIODS (Lab. Code, §§ 226.7 &  
512, and Cal. Code Regs. tit. 8, §  
11050);**
- 5. FAILURE TO PROVIDE  
ACCURATE WAGE  
STATEMENTS AND MAINTAIN  
ACCURATE PAYROLL  
RECORDS (Lab. Code, §§ 226,  
subd. (a), 1174, subd. (d), & 1198);**
- 6. FAILURE TO REIMBURSE**

7. BUSINESS EXPENSES (Lab. Code, §§ 2800 & 2802);
8. CONVERSION - IMPROPER RECEIPT AND DISTRIBUTION OF GRATUITIES [Lab. Code, § 351];
9. FAILURE TO PROVIDE ADEQUATE SEATING [Lab. Code, § 1198; CAL. CODE REGS., Tit. 8, § 11050(14)];
10. FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT (Lab. Code, § 203);
11. VIOLATION OF LABOR CODE SECTION 558;
12. UNFAIR COMPETITION (Bus. & Prof. Code, §§ 17200 et seq.);
13. CIVIL PENALTIES FOR VIOLATIONS OF THE CALIFORNIA LABOR CODE, PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT [Lab. Code, §§ 2698, et seq.]

**DEMAND FOR A JURY TRIAL**

All allegations in this Complaint are based upon information and belief except for those allegations which pertain to the named Plaintiff and her counsel. Each allegation has evidentiary support, or is likely to have evidentiary support, after a reasonable opportunity for further investigation and discovery.

**I.**

**JURISDICTION AND VENUE**

1. The Court has jurisdiction over this Complaint under Code of Civil Procedure section 410.10. Plaintiff brings this complaint on her own behalf, on behalf of all aggrieved employees, and the State of California.

2. Venue is proper in the court under Code of Civil Procedure sections 395 and 395.5 because the claims made, and the Labor Code violations as against the persons identified herein, occurred in the County of Los Angeles. Further, each of the Defendants operated their businesses in the County of Los Angeles

3. The Private Attorney Generals Act (“PAGA”) authorizes aggrieved employees to sue directly as the proxy of the State of California for civil penalties for violations of various provisions in the California Labor Code.

## II.

## THE PARTIES

**PLAINTIFF**

4. CASSANDRA HALL-LEPREVOST (referred to as “PLAINTIFF”) is, and at all material times mentioned was:

- (a) An individual who resides in the County of Los Angeles, California;
- (b) Jointly employed as an employee by STEAK 48 BEVERLY HILLS, LLC, an Arizona corporation; TEAM 44 RESTAURANTS, LLC, an Arizona corporation; and DOES 1 through 50 inclusive (“DEFENDANTS”), from on or about October 28, 2022, to on or about February 2023, as a host;
- (c) Was not properly paid overtime wages for hours worked;
- (d) Was not properly paid minimum wages for hours worked;
- (e) Did not receive one day’s rest in seven days worked;
- (f) Did not receive compliant meal periods or meal-period premiums;
- (g) Did not receive compliant rest periods or rest-period premiums;
- (h) Did not receive accurate itemized wage statements;
- (i) Was not reimbursed for business expenses that she paid;
- (j) Was not properly provided all gratuities received by DEFENDANTS;
- (k) Did not receive adequate seating while on and off duty;
- (l) When terminated from her employment, was not paid for overtime wages owed, minimum wages owed, meal period wages owed, and rest period wages owed within the time limits prescribed by Labor Code section 201.

1     **DEFENDANTS**

2             5.     PLAINTIFF is informed and believes, and based upon that information and  
3 belief alleges, that STEAK 48 BEVERLY HILLS, LLC, is, and at all times mentioned was:

4                     (a)     An Arizona corporation authorized to conduct business, and actually  
5 conducting business, in Los Angeles County, California; and,

6                     (b)     The owner and operator of a restaurant and bar known as Steak 48 in  
7 Beverly Hills, California.

8             6.     PLAINTIFF is informed and believes, and based upon that information and  
9 belief alleges, that TEAM 44 RESTAURANTS, LLC, is, and at all times mentioned was:

10                    (c)     An Arizona corporation authorized to conduct business, and actually  
11 conducting business, in Los Angeles County, California; and,

12                    (d)     The owner and operator of a restaurant and bar known as Steak 48 in  
13 Beverly Hills, California.

14             7.     STEAK 48 BEVERLY HILLS, LLC, TEAM 44 RESTAURANTS, LLC, and  
15 DOES 1 through 50 are collectively referred to as “DEFENDANTS” throughout this  
16 Complaint.

17             8.     The true names and capacities, whether individual, corporate, subsidiary,  
18 partnership, associate or otherwise of Defendant DOES 1 through 50, inclusive, are  
19 unknown to the PLAINTIFF, who therefore sues these Defendants by those fictitious names  
20 under Code of Civil Procedure section 474. PLAINTIFF will seek leave to amend the  
21 Complaint to allege the true names and capacities of DOES 1 through 50, inclusive, when  
22 they are ascertained.

23             9.     PLAINTIFF is informed and believes, and based upon that information and  
24 belief alleges, that Defendant DOES 1 through 50 are persons, corporations or other entities  
25 which reside in, or are otherwise doing business in the State of California. Each of the  
26 Defendants DOES 1 through 50 was the managerial agent, employee, predecessor,  
27 successor, joint-venturer, co-conspirator, alter ego and/or representative of one or more of  
28 the other Defendants named herein, and acted with permission, authorization and/or

1 ratification and consent of other Defendants.

2 10. PLAINTIFF is informed and believes, and based upon that information and  
3 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,  
4 inclusive, are responsible in some manner for one or more of the events and happenings  
5 that proximately caused the injuries and damages hereinafter alleged.

6 11. PLAINTIFF is informed and believes, and based upon that information and  
7 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,  
8 inclusive, are, and at all times mentioned herein were, the agents, servants, and/or  
9 employees of each of the other Defendants, and that each Defendant was acting within the  
10 course of scope of his, hers, or its authority as the agent, servant and/or employee of each  
11 of the other Defendants. Consequently, all the Defendants are jointly and severally liable to  
12 PLAINTIFF and all aggrieved employees for their damages sustained as a proximate result  
13 of Defendants' conduct.

14 12. PLAINTIFF is informed and believes, and based upon that information and  
15 belief alleges, that the Defendants named in this Complaint, including DOES 1 through 50,  
16 inclusive, knowingly and willfully acted in concert, conspired and agreed together among  
17 themselves and entered into a combination and systemized campaign of activity to inter alia  
18 damage PLAINTIFF, and all aggrieved employees, and to otherwise consciously and/or  
19 recklessly act in derogation of PLAINTIFF, and all aggrieved employees, and the trust  
20 reposed by PLAINTIFF and all aggrieved employees in each of the Defendants, the acts  
21 being negligently and/or intentionally inflicted. Their conspiracy, and Defendants'  
22 concerted actions, were such that, to PLAINTIFF's information and belief, and to all  
23 appearances, Defendants represented a unified body so that the actions of one Defendant  
24 were accomplished in concert with, and with the knowledge, ratification, authorization and  
25 approval of each of the other Defendants.

26 **III.**

27 **PAGA REPRESENTATIVE ALLEGATIONS**

28 13. At all times herein set forth, PAGA provides that any provision of law under

1 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be  
2 assessed and collected by the LWDA for violations of the Labor Code and applicable IWC  
3 Wage Order may, as an alternative, be recovered by aggrieved employees in a civil action  
4 brought on behalf of themselves and other current or former employees pursuant to  
5 procedures outlined in Labor Code section 2699.3.

6 14. PAGA defines an “aggrieved employee” in Labor Code section 2699,  
7 subdivision (c) as “any person who was employed by the alleged violator and against whom  
8 one or more of the alleged violations was committed.”

9 15. PLAINTIFF and other current and former employees of DEFENDANTS are  
10 “aggrieved employees” as defined by Labor Code section 2699, subdivision (c) in that they  
11 are all Defendants’ current or former employees and one or more of the alleged violations  
12 were committed against them.

13 16. On June 6, 2023, PLAINTIFF provided written notice by online filing to the  
14 LWDA, by Certified Mail to STEAK 48 BEVERLY HILLS, LLC and TEAM 44  
15 RESTAURANTS, LLC’s agents for service of process, and by Certified Mail to JEFFREY  
16 MASTRO of the specific provisions of the California Labor Code alleged to have been  
17 violated, including facts and theories to support the alleged violations, in accordance with  
18 Labor Code section 2699.3. PLAINTIFF’s notice was accompanied with the applicable  
19 filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator confirmed receipt  
20 of Plaintiff’s notice and assigned Plaintiff PAGA Case Number LWDA-CM-960174-23.

21 17. PLAINTIFF has satisfied the administrative prerequisites under Labor Code  
22 sections 2699.3, subdivision (a) and 2699.3, subdivision (c) to recover civil penalties  
23 against DEFENDANTS for violations of Labor Code sections 201, 202, 203, 226, 226.7,  
24 351 510, 512, 516, 551, 552, 553, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198,  
25 2800, and 2802.

26 18. Labor Code section 558, subdivision (a) provides, “Any employer or other  
27 person acting on behalf of an employer who violates, or causes to be violated, a section of  
28 this chapter or any provision regulating hours and days of work in any order of the

1 Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any  
2 initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for  
3 which the employee was underpaid....(2) For each subsequent violation, one hundred  
4 dollars (\$100) for each underpaid employee for each pay period for which the employee  
5 was underpaid....” Labor Code section 558, subdivision (d) provides, “The civil penalties  
6 provided for in this section are in addition to any other civil or criminal penalty provided  
7 by law.”

8 19. DEFENDANTS, at all times relevant to this complaint, were employers or  
9 persons acting on behalf of an employer(s) who violated PLAINTIFF’S and other aggrieved  
10 employees’ rights by violating various sections of the Labor Code as set forth above.

11 20. As set forth below, DEFENDANTS have violated numerous provisions of  
12 both the Labor Code sections regulating hours and days of work as well as the applicable  
13 IWC Wage Order.

14 21. Pursuant to PAGA, and in particular, Labor Code sections 2699, subdivision  
15 (a), 2699.3, subdivision (a), 2699.3, subdivision (c), 2699.5, and section 558, PLAINTIFF,  
16 acting in the public interest as a private attorney general, seeks assessment and collection  
17 of civil penalties for herself, all other aggrieved employees, and the State of California  
18 against DEFENDANTS for violations of Labor Code sections 201, 202, 203, 226, 226.7,  
19 351 510, 512, 516, 551, 552, 553, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198,  
20 2800, and 2802.

#### 21 IV.

#### 22 THE CONDUCT

23 22. DEFENDANTS own and operate a restaurant and bar known as Steak 48 in  
24 Beverly Hills, CA.

25 23. DEFENDANTS’ business requires the use of “non-exempt” employees as  
26 defined by the California Labor Code and IWC Wage Order No. 5-2001 (as amended),  
27 including but not limited to hosts, wait staff / cashiers, bartenders, cooks, prep cooks,  
28 dishwashers, and janitors.

1           24.     DEFENDANTS jointly employed PLAINTIFF from on or about October 28,  
2 2022, to on or about February 2023, as a host.

3           25.     PLAINTIFF's job duties included, among other things, making reservations,  
4 greeting customers, plotting tables, and leading customers to their tables, at Steak 48 in  
5 Beverly Hills, California.

6           26.     DEFENDANTS exercised complete and unfettered control over  
7 PLAINTIFF's, and all aggrieved employees' work schedules; their hours worked; their  
8 rates of pay and methods of payment; dictated how PLAINTIFF and all aggrieved  
9 employees would actually perform their jobs; and dictated if and when PLAINTIFF and all  
10 aggrieved employees could take lunch or rest breaks. PLAINTIFF and all aggrieved  
11 employees could not exercise discretion and independent judgment regarding the tasks they  
12 performed. PLAINTIFF and all aggrieved employees had to obtain approval on any action  
13 taken in the course of working for DEFENDANTS. Therefore, under California Code of  
14 Regulations, title 8, section 11050, subdivision (1)(A), the provisions of the applicable  
15 California Wage Order apply to PLAINTIFF and all aggrieved employees. PLAINTIFF and  
16 all aggrieved employees were not exempt employees.

17 Between on or about October 28, 2022, to on or about January 13, 2023, PLAINTIFF typically  
18 worked for DEFENDANTS at a training facility from Monday through Friday from between  
19 9:00 a.m. to 10:00 a.m. to between 1:00 p.m. to 3:00 p.m. However, DEFENDANTS also  
20 required PLAINTIFF to study their restaurant menu at home. DEFENDANTS required  
21 PLAINTIFF to know the exact ingredients of each menu item, similar to a chef.

22 DEFENDANTS would then test PLAINTIFF on her knowledge of menu items and, if she did  
23 not provide answers to DEFENDANTS' satisfaction, was required to continue her studies and  
24 re-test. PLAINTIFF, in fact, did study DEFENDANTS' menu seven days per week, from  
25 approximately 4:30 p.m. to 4:00 a.m. during the entire training period. During this time period,  
26 DEFENDANTS did not compensate PLAINTIFF at all for her time spent studying  
27 DEFENDANTS' menu.  
28

1 Between on or about January 13, 2023, to on or about February 10, 2023, PLAINTIFF typically  
2 worked at DEFENDANTS' Beverly Hills restaurant from 10:00 a.m. to between 7:00 p.m. to  
3 10:00 p.m., on Mondays, Tuesdays, and Fridays through Sundays. Approximately once per  
4 week, PLAINTIFF would work as late as 1:00 a.m. During this time period, on information and  
5 belief, PLAINTIFF was not paid by DEFENDANTS at an overtime rate for all overtime hours  
6 worked. For example, during the single pay period where PLAINTIFF received a wage  
7 statement from DEFENDANTS, PLAINTIFF worked, at minimum, 10 overtime hours.  
8 However, DEFENDANTS' wage statement reflects payment for 6.7 hours of overtime.  
9 Additionally, on occasion, DEFENDANTS' timekeeping system would not allow PLAINTIFF  
10 to clock in and / or clock out. On these occasions, and on information and belief, DEFENDANT  
11 would not properly record PLAINTIFF'S clock in and / or clock out times.  
12 When PLAINTIFF'S employment with DEFENDANTS ended, her pay was \$18.00 per hour.  
13 During PLAINTIFF'S, and all aggrieved employees employment, DEFENDANTS failed to  
14 properly pay PLAINTIFF, and all aggrieved employees for overtime hours worked.

15 27. DEFENDANTS required that PLAINTIFF and all aggrieved employees work  
16 hours without paying compensation at the minimum wage.  
17 DEFENDANTS failed to provide PLAINTIFF, and all aggrieved employees with one day's rest  
18 in seven days worked.

19 28. DEFENDANTS did not provide PLAINTIFF and all aggrieved employees,  
20 with code-compliant 10-minute rest periods or 30-minute meal periods. DEFENDANTS  
21 failed to compensate PLAINTIFF and all aggrieved employees for the missed rest periods  
22 or meal periods and, therefore, for the total hours worked. As a result, PLAINTIFF and all  
23 aggrieved employees did not receive accurate wage statements from DEFENDANTS.

24 29. DEFENDANTS failed to reimburse PLAINTIFF and all aggrieved employees  
25 for all necessary expenditures incurred in their course and scope of employment, including  
26 required uniform alteration.

27 30. PLAINTIFF is also informed and believes, and based upon that information  
28 and belief alleges, that DEFENDANTS instituted a tip-pooling policy that required

1 PLAINTIFF to contribute to a tip pool, including during her last week of employment by  
2 DEFENDANTS, but then excluded PLAINTIFF from the tip pool on her last week of  
3 employment by DEFENDANTS.

4 31. DEFENDANTS did not provide PLAINTIFF and all aggrieved employees  
5 with an adequate number of suitable seats in reasonable proximity to the work area that  
6 could be used when using the seats would not interfere with the performance of job duties.  
7 PLAINTIFF and all aggrieved employees, who were otherwise required to work standing at  
8 all times, were forced to continue to stand during times when they were not engaged in the  
9 active duties of their employment. DEFENDANTS' "break room" was a closet and a trash  
10 room without any seating or tables. Additionally, PLAINTIFF and all aggrieved employees  
11 spent substantial parts of their workdays behind host tables, cash registers or Point of Sale  
12 systems, regardless of their actual job titles or descriptions. The nature of the work of an  
13 employee performing host or cashier duties can reasonably be accomplished from a seated  
14 position. However, DEFENDANTS did not provide seats or stools at or near each host  
15 table, cash register, or Point of Sale System forcing PLAINTIFF and all aggrieved  
16 employees to stand throughout their work shifts.

17 32. DEFENDANTS failed to pay PLAINTIFF and all aggrieved employees all  
18 wages due upon termination of employment.

19 **FIRST CAUSE OF ACTION**  
20 **FOR FAILURE TO PAY OVERTIME COMPENSATION AND LIQUIDATED**  
21 **DAMAGES**

22 **(Lab. Code, §§ 510, 1194, 1194.2 & 1198)**

23 **(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)**

24 PLAINTIFF repeats and re-alleges paragraphs 1 through 37, inclusive, of this Complaint and  
25 they are incorporated herein by this reference.

26 33. Under the applicable IWC Wage Order 5-2001 (as amended),  
27 DEFENDANTS were the joint employers of PLAINTIFF.

28 34. Labor Code section 510 provides that employees in California shall not be

1 employed more than 8 hours in any workday or 40 hours in a workweek unless they receive  
2 additional compensation beyond their regular wages in amounts specified by law.

3 35. California Code of Regulations, title 8, section 11040, subdivision (3)(A)(3)  
4 provides that overtime hours shall be compensated at: (a) One and one-half (1 ½) times the  
5 employee's regular rate of pay for all hours worked in excess of eight (8) hours up to and  
6 including 12 hours in any workday, and for the first eight (8) hours worked on the seventh  
7 (7th) consecutive day of work in a workweek; and (b) Double the employee's regular rate  
8 of pay for all hours worked in excess of 12 hours in any workday and for all hours worked  
9 in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

10 36. Labor Code section 1194 establishes an employee's right to recover unpaid  
11 overtime compensation, interest thereon, together with the costs of suit, and attorneys' fees.

12 37. Labor Code Section 1198 states that the employment of an employee for  
13 longer hours than those fixed by the Industrial Welfare Commission is unlawful.

14 38. Labor Code section 1194.2 establishes an employee's right to recover  
15 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon  
16 in an action for payment of a wage less than the minimum wage fixed by the Industrial  
17 Welfare Commission or by statute.

18 39. At all times relevant hereto, PLAINTIFF worked more than 8 hours in a  
19 workday, and/or 40 hours in a workweek, and/or worked hours on a seventh consecutive  
20 workday as an employee of DEFENDANTS.

21 40. At all times relevant hereto, DEFENDANTS failed to pay overtime  
22 compensation to PLAINTIFF for the hours she worked in excess of the maximum hours  
23 permissible by law as required by Labor Code sections 510, 1194, and 1198.

24 41. DEFENDANTS acted intentionally, oppressively, and maliciously toward  
25 PLAINTIFF, with a conscious disregard of her rights, or the consequences to her, with the  
26 intent of depriving her of property and legal rights and otherwise causing her injury. By  
27 virtue of DEFENDANTS' unlawful failure to pay overtime wages, PLAINTIFF has  
28 suffered, and will continue to suffer, damages in the amounts which are presently unknown

1 to her, but which exceed the jurisdictional limits of the court, and which will be ascertained  
2 according to proof at trial.

3 42. PLAINTIFF seeks to recover overtime wages according to proof, interest, as  
4 well as the assessment of all applicable statutory penalties against DEFENDANTS, in a  
5 sum as provided by the Labor Code and/or other statutes. PLAINTIFF also seeks to recover  
6 liquidated damages as provided by Labor Code section 1194.2, and reasonable attorneys'  
7 fees and costs.

8 **SECOND CAUSE OF ACTION**

9 **FOR FAILURE TO PAY MINIMUM WAGES AND LIQUIDATED DAMAGES**

10 **(Lab. Code, §§ 1182.12, 1194, 1194.2, 1197, 1197.1, & 1198, and Cal. Code Regs., tit. 8,**  
11 **§ 11050)**

12 **(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)**

13 43. PLAINTIFF repeats and re-alleges paragraphs 1 through 48, inclusive, of this  
14 Complaint and they are incorporated herein by this reference.

15 44. Labor Code sections 1182.12, 1197, and 1197.1 require employers to pay  
16 employees the minimum wage fixed by the California Industrial Welfare Commission. The  
17 payment of a lesser wage than the minimum so fixed is unlawful.

18 45. Compensable work time is defined in Industrial Wage Order No. 5 as "the  
19 time during which an employee is subject to the control of an employer, and includes all  
20 the time the employee is suffered or permitted to work, whether or not required to do so."  
21 (Cal. Code Regs., tit. 8, § 11050, subd. (2)(K) [defining "Hours Worked"].)

22 46. Labor Code section 1194 establishes an employee's right to recover unpaid  
23 wage compensation, interest thereon, together with the costs of suit, and attorneys' fees.

24 47. Labor Code section 1194.2 establishes an employee's right to recover  
25 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon  
26 in an action for payment of a wage less than the minimum wage fixed by the Industrial  
27 Welfare Commission or by statute.

28 48. At all times relevant hereto, PLAINTIFF did not reside at the place of

1 employment.

2 49. DEFENDANTS failed to properly pay PLAINTIFF for all hours worked at  
3 the legal minimum wage.

4 50. DEFENDANTS acted intentionally, oppressively, and maliciously toward  
5 PLAINTIFF, with a conscious disregard of her rights, or the consequences to her, with the  
6 intent of depriving her of property and legal rights and otherwise causing her injury. By  
7 virtue of DEFENDANTS' unlawful failure to pay wages, PLAINTIFF has suffered, and  
8 will continue to suffer damages in an amount that is presently unknown to her, but which  
9 exceeds the jurisdictional limits of the court, and which will be ascertained according to  
10 proof at trial.

11 51. PLAINTIFF seeks to recover minimum wages according to proof, interest,  
12 and the assessment of all applicable statutory penalties against DEFENDANTS, in a sum as  
13 provided by the Labor Code and/or other statutes. PLAINTIFF also seeks to recover  
14 liquidated damages as provided by Labor Code section 1194.2, and reasonable attorneys'  
15 fees and costs.

16 **THIRD CAUSE OF ACTION**

17 **FOR FAILURE TO PROVIDE MEAL PERIODS**

18 **(Lab. Code §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11050)**

19 **(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)**

20 52. PLAINTIFF repeats and re-alleges paragraphs 1 through 57, inclusive, of this  
21 Complaint and they are incorporated herein by this reference.

22 53. Labor Code sections 226.7 and 512, and California Code of Regulations, title  
23 8, section 11050, subdivision (11)(A) provide that an employee who works more than 5  
24 hours in a day is entitled to a meal period of at least 30 minutes, and a second meal period  
25 of at least 30 minutes if he or she works more than 10 hours in a workday.

26 54. Labor Code section 226.7 and California Code of Regulations, title 8, section  
27 11050, subdivision (11)(B) provide that if an employer fails to provide an employee a meal  
28 period in accordance with the section, the employer shall pay the employee one hour of pay

1 at the employee's regular rate of compensation for each workday that the meal period is not  
2 provided.

3 55. At all times relevant hereto, PLAINTIFF worked more than five hours in a  
4 workday for DEFENDANTS.

5 56. DEFENDANTS routinely failed to provide PLAINTIFF with compliant 30-  
6 minute meal periods during shifts in excess of 5 hours. When meal periods were provided,  
7 they were shorter in duration than 30 minutes, were interrupted, or were not provided on or  
8 before the fifth hour worked. DEFENDANTS effectively maintained control over  
9 PLAINTIFF during the meal periods that were provided. On each day where a compliant  
10 30-minute meal period was not provided to PLAINTIFF, DEFENDANTS failed to pay  
11 PLAINTIFF one additional hour of pay at PLAINTIFF'S regular rate of pay.

12 57. DEFENDANTS intentionally and improperly denied meal periods to  
13 PLAINTIFF, in violation of Labor Code sections 226.7 and 512 and California Code of  
14 Regulations, title 8, section 11050, subdivision (11)(A) and other regulations and statutes.

15 58. By virtue of the DEFENDANTS' unlawful failure to provide meal periods to  
16 PLAINTIFF, PLAINTIFF has suffered and will continue to suffer damages in amounts that  
17 are presently unknown to PLAINTIFF, but which exceed the jurisdictional limits of the  
18 court, and which will be ascertained according to proof at trial.

19 59. PLAINTIFF is informed and believes, and based upon that information and  
20 belief alleges, that DEFENDANTS purposely elected not to provide meal periods to their  
21 hourly paid employees. DEFENDANTS acted intentionally, oppressively, and maliciously  
22 toward PLAINTIFF with a conscious disregard of her rights, or the consequences to  
23 PLAINTIFF, with the intent of depriving PLAINTIFF of property and legal rights and  
24 otherwise causing PLAINTIFF injury.

25 60. PLAINTIFF seeks to recover meal-period compensation according to proof,  
26 interest, and all applicable statutory penalties against DEFENDANTS, in a sum as provided  
27 by the Labor Code and/or other statutes, and reasonable attorneys' fees and costs.

28 **FOURTH CAUSE OF ACTION**

1                                   **FOR FAILURE TO PROVIDE REST PERIODS**

2                                   **(Lab. Code, §§ 226.7 & 512, and Cal. Code Regs., tit. 8, § 11050)**

3                                   **(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)**

4                   61.     PLAINTIFF repeats and re-alleges paragraphs 1 through 66, inclusive, of this  
5 Complaint and they are incorporated herein by this reference.

6                   62.     Labor Code section 226.7 and California Code of Regulations, title 8, section  
7 11050, subdivision (12)(A) provide that employers shall authorize and permit all employees  
8 to take rest periods at the rate of 10 minutes net rest time per 4 hours or major fraction  
9 thereof, of work.

10                  63.     Labor Code section 226.7 and California Code of Regulations, title 8, section  
11 11050, subdivision (12)(B) provide that if an employer fails to provide an employee with  
12 rest periods in accordance with those statutes, the employer shall pay the employee one  
13 hour of pay at the employee's regular rate of compensation for each workday that the rest  
14 period was not provided.

15                  64.     The Wage Order provides a separate remedy for violations of meal-period  
16 requirements and violations of rest-period requirements and section 226.7 allows recovery  
17 of up to two premium payments per workday – one for each type of violation. (*United*  
18 *Parcel Service, Inc. v. Superior Court* (2011) 196 Cal.App.4th 57, 69.)

19                  65.     At all times relevant, PLAINTIFF worked more than four hours in a workday  
20 for DEFENDANTS.

21                  66.     At all times relevant, DEFENDANT failed to provide rest periods to  
22 PLAINTIFF as required by Labor Code section 226.7 and California Code of Regulations,  
23 title 8, section 11050, subdivision (12)(A).

24                  67.     DEFENDANTS did not provide PLAINTIFF with a 10-minute net rest period  
25 for every 4 hours or major fraction thereof worked. Where rest periods were provided, they  
26 were shorter in duration than 10 minutes, were interrupted, or were not provided every 4  
27 hours or major fraction thereof worked. DEFENDANTS effectively maintained control  
28 over PLAINTIFF during rest periods that were provided. On each day where compliant 10-

1 minute rest periods were not provided to PLAINTIFF, DEFENDANTS failed to pay  
2 PLAINTIFF one additional hour of pay at her regular rate of pay.

3 68. DEFENDANTS have intentionally and improperly denied rest periods to  
4 PLAINTIFF in violation of Labor Code sections 226.7 and 512 and California Code of  
5 Regulations, title 8, section 11050, subdivision (12)(A).

6 69. By virtue of the DEFENDANTS' unlawful failure to provide rest periods to  
7 the PLAINTIFF, PLAINTIFF has suffered and will continue to suffer damages in amounts  
8 that are presently unknown to PLAINTIFF, but which exceed the jurisdictional limits of the  
9 court, and which will be ascertained according to proof at trial.

10 70. PLAINTIFF is informed and believes, and based upon that information and  
11 belief alleges, that DEFENDANTS knew or should have known that PLAINTIFF was  
12 entitled to rest periods and purposely elected not to provide rest periods. DEFENDANTS  
13 acted intentionally, oppressively, and maliciously toward PLAINTIFF, with a conscious  
14 disregard of his rights or the consequences to PLAINTIFF, with the intent of depriving  
15 PLAINTIFF of property and legal rights and otherwise causing PLAINTIFF injury.

16 71. PLAINTIFF seeks to recover rest-period compensation according to proof,  
17 interest, and all applicable statutory penalties against DEFENDANTS, in a sum as provided  
18 by the Labor Code and/or other statutes, and reasonable attorneys' fees and costs.

19 **FIFTH CAUSE OF ACTION**  
20 **FOR FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS AND**  
21 **MAINTAIN ACCURATE PAYROLL RECORDS**

22 **(Lab. Code, 226, subd. (a), 1174, subd. (d), & 1198)**

23 **(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)**

24 72. PLAINTIFF repeats and re-alleges paragraphs 1 through 77, inclusive, of this  
25 Complaint and they are incorporated herein by this reference.

26 73. Labor Code section 226, subdivision (a) requires employers to provide non-  
27 exempt employees with detailed and accurate wage statements (*i.e.* "pay stubs").

28 Specifically, the statute provides:

1 Every employer shall, semimonthly or at the time of each payment of wages,  
2 furnish each of his or her employees, either as a detachable part of the check,  
3 draft, or voucher paying the employee's wages, or separately when wages are  
4 paid by personal check or cash, an accurate itemized statement in writing  
5 showing (1) gross wages earned, (2) total hours worked by the employee,  
6 except for any employee whose compensation is solely based on a salary and  
7 who is exempt from payment of overtime under subdivision (a) of Section  
8 515 or any applicable order of the Industrial Welfare Commission, (3)) the  
9 number of piece-rate units earned and any applicable piece rate if the  
10 employee is paid on a piece-rate basis, (4) all deductions, provided that all  
11 deductions made on written orders of the employee may be aggregated and  
12 shown as one item, (5) net wages earned, (6) the inclusive dates of the period  
13 for which the employee is paid, (7) the name of the employee and only the  
14 last four digits of his or her social security number or an employee  
15 identification number other than a social security number, (8) the name and  
16 address of the legal entity that is the employer and, if the employer is a farm  
17 labor contractor, as defined in subdivision (b) of Section 1682, the name and  
18 address of the legal entity that secured the services of the employer, and (9)  
19 all applicable hourly rates in effect during the pay period and the  
20 corresponding number of hours worked at each hourly rate by the employee  
21 and, beginning July 1, 2013, if the employer is a temporary services  
22 employer as defined in Section 201.3, the rate of pay and total hours worked  
23 for each temporary services assignment.

24 74. Labor Code section 226, subdivision (e) provides that for each violation of  
25 subdivision (a), an employee is entitled to recover the greater of all actual damages or  
26 minimum statutory damages of \$50 for the initial pay period in which a violation occurs  
27 and \$100 for each subsequent violation, up to a maximum of \$4,000.

28 75. Labor Code section 1174, subdivision (d) provides, "Every person employing

1 labor in this state shall...[k]eep, at a central location in the state or at the plants or  
2 establishments at which employees are employed, payroll records showing the hours  
3 worked daily by and the wages paid to, and the number of piece-rate units earned by and  
4 any applicable piece rate paid to, employees employed at the respective plants or  
5 establishments. These records shall be kept in accordance with rules established for this  
6 purpose by the commission, but in any case shall be kept on file for not less  
7 than three years.”

8 76. Labor Code section 1174.5 provides that employers are subject to a \$500  
9 civil penalty if they fail to maintain accurate and complete records as required by section  
10 1174, subdivision (d).

11 77. DEFENDANTS intentionally failed to furnish to PLAINTIFF, upon the  
12 payment of wages, itemized wage statements in conformity with Labor Code section 226.  
13 The wage statements failed to accurately reflect PLAINTIFFS’ hours worked, including  
14 overtime wages, minimum wages, missed meal periods, missed rest periods, and failed to  
15 state the correct rate of pay. Additionally, the wage statements failed to accurately list the  
16 address of the employer entity.

17 78. PLAINTIFF was damaged by these failures because, among other things, the  
18 failures led PLAINTIFF to believe that she was not entitled to be paid for all hours worked  
19 even though she was so entitled, and because these failures hindered PLAINTIFF from  
20 determining the amounts of wages owed to her.

21 79. PLAINTIFF is also informed and believes, and based upon that information  
22 and belief alleges, that DEFENDANTS willfully failed to maintain accurate payroll records  
23 showing the daily hours PLAINTIFF worked and the wages that should have been paid as a  
24 result of failing to record hours that PLAINTIFF worked, as well as PLAINTIFF’s missed  
25 meal periods and rest periods.

26 80. PLAINTIFF seeks to recover damages, penalties, and interest under Labor  
27 Code sections 226, 1174, and 1198, and reasonable attorneys’ fees and costs.

28 **SIXTH CAUSE OF ACTION**

1                                   **FOR FAILURE TO REIMBURSE BUSINESS EXPENSES**

2                                   **(Lab. Code, §§ 2800 & 2802)**

3                                   **(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)**

4 PLAINTIFF repeats and re-alleges paragraphs 1 through 86, inclusive, of this Complaint and  
5 they are incorporated herein by this reference.

6               81.     Labor Code sections 2800 and 2802 provide that an employer must reimburse  
7 employees for all necessary expenditures incurred in an employee's course and scope of  
8 employment.

9               82.     PLAINTIFF incurred necessary business-related expenses and costs that were  
10 not fully reimbursed by DEFENDANTS.

11              83.     Necessary unreimbursed business-related expenses included required uniform  
12 alterations. DEFENDANTS required PLAINTIFF to wear a uniform, which consisted of a  
13 dress, jacket, and brown heels, while on duty. The dress and jacket provided by  
14 DEFENDANTS needed to be extensively altered to fit PLAINTIFF at great cost to  
15 PLAINTIFF.

16              84.     DEFENDANTS intentionally and willfully failed to fully reimburse  
17 PLAINTIFF for necessary business-related expenses and costs in violation of Labor Code  
18 sections 2800 and 2802.

19              85.     Under Labor Code sections 2800 and 2802, PLAINTIFF seeks to recover her  
20 business-related expenses incurred during the course and scope of her employment with  
21 DEFENDANTS, plus interest and penalties. PLAINTIFF also seeks reasonable attorneys'  
22 fees and costs.

23     ///

24     ///

25     ///

26                                   **SEVENTH CAUSE OF ACTION**

27                                   **CONVERSION - IMPROPER RECEIPT AND DISTRIBUTION OF GRATUITIES**

28                                   **[Lab. Code, § 351]**

1                   **(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)**

2       PLAINTIFF repeats and re-alleges paragraphs 1 through 92, inclusive, of this Complaint and  
3       they are incorporated herein by this reference.

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

10           86.     Upon information and belief, DEFENDANTS failed to properly account for  
11     and distribute tips paid to PLAINTIFF and other aggrieved employees. DEFENDANTS  
12     instituted a tip-pooling policy that required PLAINTIFF to contribute to a tip pool,  
13     including during her last week of employment by DEFENDANTS, but then excluded  
14     PLAINTIFF from the tip pool on her last week of employment by DEFENDANTS.

15           87.     As such, DEFENDANTS’ tip pooling policy was in direct violation of Labor  
16     Code section 351.

17           88.     Therefore, PLAINTIFF seeks all remedies available for violations of Labor  
18     Code section 351.

19                   **EIGHTH CAUSE OF ACTION**

20                   **FAILURE TO PROVIDE ADEQUATE SEATING**

21                   **[Lab. Code, § 1198; Cal. Code Regs., tit. 8, § 11050, subd. (14)]**

22                   **(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)**

23       PLAINTIFF repeats and re-alleges paragraphs 1 through 97, inclusive, of this Complaint and  
24       they are incorporated herein by this reference.

25       Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that  
26       are prohibited by the applicable wage order.

1 Labor Code section 1198 provides in relevant part, “[T]he standard conditions of labor fixed by  
2 the commission shall be the...standard conditions of labor for employees. The employment of  
3 any employee...under conditions of labor prohibited by the order is unlawful.”

4 California Code of Regulations, title 8, section 11050, subdivision (14)(A) provides, “All  
5 working employees shall be provided with suitable seats when the nature of the work reasonably  
6 permits the use of seats.”

7 California Code of Regulations, title 8, section 11050, subdivision (14)(B) provides, “When  
8 employees are not engaged in the active duties of their employment and the nature of the work  
9 requires standing, an adequate number of suitable seats shall be placed in reasonable proximity  
10 to the work area and employees shall be permitted to use such seats when it does not interfere  
11 with the performance of their duties.”

12 DEFENDANTS violated Labor Code section 1198 and California Code of Regulations, title 8,  
13 section 11050, subdivision (14) because DEFENDANTS did not provide PLAINTIFF with an  
14 adequate number of suitable seats in reasonable proximity to the work area that could be used  
15 when the seats would not interfere with the performance of her job duties. PLAINTIFF who was  
16 otherwise required to work standing at all times, was forced to continue to stand during times  
17 when she was not engaged in the active duties of her employment. DEFENDANTS’ “break  
18 room” was a closet and a trash room without any seating or tables. Additionally, PLAINTIFF  
19 spent substantial parts of her workday behind a host table, regardless of her actual job title or  
20 description. The nature of the work of an employee performing host duties can reasonably be  
21 accomplished from a seated position. However, DEFENDANTS did not provide seats or stools  
22 at or near each host table, forcing PLAINTIFF to stand throughout her work shifts.

23 PLAINTIFF seeks all remedies available for violations of Labor Code section 1198 and  
24 California Code of Regulations, title 8, section 11050, subdivision (14).

25 ///

26 **NINTH CAUSE OF ACTION**

27 **FOR FAILURE TO PAY WAGES UPON TERMINATION OF EMPLOYMENT**

28 **(Lab. Code, § 203)**

1                   **(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)**

2           89.     PLAINTIFF repeats and re-alleges paragraphs 1 through 105, inclusive, of  
3 this Complaint and they are incorporated herein by this reference.

4           90.     Labor Code section 201, subdivision (a) provides that a discharged  
5 employee's unpaid wages are due and payable immediately.

6           91.     Labor Code section 203, subdivision (a) provides, "If an employer willfully  
7 fails to pay, without abatement or reduction, in accordance with Sections [201 and 202],  
8 any wages of an employee who is discharged or who quits, the wages of the employee shall  
9 continue as a penalty from the due date thereof at the same rate until paid or until an action  
10 therefore is commenced; but the wages shall not continue for more than 30 days."

11          92.     DEFENDANTS discharged PLAINTIFF from her employment within the  
12 applicable statute of limitations.

13          93.     DEFENDANTS willfully failed to pay PLAINTIFF the wages due to her—  
14 without abatement or reduction.

15          94.     Under Labor Code section 203, PLAINTIFF is entitled to one day's wages  
16 for each day she was not timely paid all wages due, up to a maximum of 30 days' wages.

17          95.     Because DEFENDANTS failed to pay overtime wages, minimum wages  
18 owed, meal period wages owed, and rest period wages owed, PLAINTIFF seeks to recover  
19 30 days' wages and applicable penalties. PLAINTIFF also seeks reasonable attorneys' fees  
20 and costs.

21                   **TENTH CAUSE OF ACTION**

22                   **FOR VIOLATION OF CALIFORNIA LABOR CODE SECTION 558**

23                   **(Lab. Code, § 558)**

24                   **(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)**

25          96.     PLAINTIFF re-alleges paragraphs 1 through 111, inclusive, of this  
26 Complaint and they are incorporated herein by this reference.

27          97.     Labor Code section 558, subdivision (a) provides, "Any employer or other  
28 person acting on behalf of an employer who violates, or causes to be violated, a section of

1 this chapter or any provision regulating hours and days of work in any order of the  
2 Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any  
3 initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for  
4 which the employee was underpaid in addition to an amount sufficient to recover underpaid  
5 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid  
6 employee for each pay period for which the employee was underpaid in addition to an  
7 amount sufficient to recover underpaid wages.” Section 558, subdivision (d) provides, “The  
8 civil penalties provided for in this section are in addition to any other civil or criminal  
9 penalty provided by law.”

10 98. At all relevant times, DEFENDANTS violated the rights of PLAINTIFF by  
11 violating various sections of the Labor Code. PLAINTIFF seeks the remedies set forth in  
12 Labor Code section 558, and reasonable attorneys’ fees and costs.

13 **ELEVENTH CAUSE OF ACTION**

14 **FOR UNFAIR COMPETITION**

15 **(Bus. & Prof. Code, § 17200 et seq.)**

16 **(By PLAINTIFF, on her own behalf, and against all DEFENDANTS)**

17 99. PLAINTIFF repeats and re-alleges paragraphs 1 through 114, inclusive, of  
18 this Complaint and they are incorporated herein by this reference.

19 100. Each of the DEFENDANTS are a “person” as that term is defined under  
20 Business and Professions Code section 17021.

21 101. Business and Professions Code section 17200 defines unfair competition as  
22 any unlawful, unfair, or fraudulent business act or practice. At all relevant times, by and  
23 through the conduct described herein, DEFENDANTS have engaged in unfair and unlawful  
24 practices by, among other violations, failing to pay overtime wages to PLAINTIFF, failing  
25 to pay minimum wages to PLAINTIFF, failing to provide PLAINTIFF with one day’s rest  
26 in seven days worked, failing to provide compliant meal periods to PLAINTIFF, failing to  
27 provide compliant rest periods to PLAINTIFF, failing to provide accurate wage statements  
28 to PLAINTIFF, failing to provide reimbursement of necessary business expenses to

1 PLAINTIFF, failing to properly receive and distribute gratuities left to PLAINTIFF by  
2 DEFENDANTS' customers, failing to provide adequate seating to PLAINTIFF, and failing  
3 to provide wages due upon termination of employment to PLAINTIFF, under the applicable  
4 Labor Code and Industrial Welfare Commission requirements in violation of Business and  
5 Professions Code section 17200 et seq., and have thereby deprived PLAINTIFF of  
6 fundamental rights and privileges.

7 102. By and through the unfair and unlawful business practices described herein,  
8 DEFENDANTS have obtained valuable property, money, and services from PLAINTIFF  
9 and have deprived her of valuable rights and benefits guaranteed by law, all to the  
10 detriment of PLAINTIFF.

11 103. All the acts described herein are violations of, among other things, the Labor  
12 Code and Industrial Welfare Commission Wage Order 5; are unlawful and in violation of  
13 public policy; and in addition are immoral, unethical, oppressive, and unscrupulous, and  
14 thereby constitute unfair and unlawful business practices in violation of Business and  
15 Professions Code section 17200 et seq.

16 104. PLAINTIFF is entitled to and seeks such relief as may be necessary to  
17 restore to them the money and property that DEFENDANTS have acquired, or of which  
18 PLAINTIFF has been deprived by means of the above-described unfair and unlawful  
19 business practices.

20 105. PLAINTIFF is further entitled to seek a declaration that the above-described  
21 business practices are unfair and unlawful and that an injunctive relief should be issued  
22 restraining DEFENDANTS from engaging in any of the above-described unfair and  
23 unlawful business practices in the future.

24 106. PLAINTIFF has no plain, speedy, and/or adequate remedy at law to redress  
25 the injuries that she has suffered as a consequence of DEFENDANTS' unfair and unlawful  
26 business practices. As a result of the unfair and unlawful business practices described  
27 above, PLAINTIFF has suffered and will continue to suffer irreparable harm unless  
28 DEFENDANTS are restrained from continuing to engage in these unfair and unlawful

1 business practices. In addition, DEFENDANTS should be required to disgorge the unpaid  
2 moneys to PLAINTIFF.

3 **TWELFTH CAUSE OF ACTION**  
4 **FOR PENALTIES PURSUANT TO THE PRIVATE ATTORNEYS GENERAL ACT**  
5 **(Lab. Code, § 2698 et seq.)**

6 **(By PLAINTIFF, On her Own Behalf, and As a Private Attorneys General for All**  
7 **Aggrieved Employees, and Against All Defendants)**

8 PLAINTIFF repeats and re-alleges paragraphs 1 through 122, inclusive, of this Complaint and  
9 they are incorporated herein by this reference.

10 Labor Code sections 2698-2699, the Private Attorneys General Act of 2004 expressly  
11 establishes that any provision of the Labor Code that provides for a civil penalty to be assessed  
12 and collected by the Labor and Workforce Development Agency (“LWDA”), or any of its  
13 departments, divisions, commissions, boards, agencies or employees for a violation of the Labor  
14 Code, may be recovered through a civil action brought by an aggrieved employee on behalf of  
15 himself or herself, and other current or former employees.

16 Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies, or  
17 employees has discretion to assess a civil penalty, a court in a civil action is authorized to  
18 exercise the same discretion, subject to the same limitations and conditions, to assess a civil  
19 penalty.

20 PLAINTIFF and all persons employed by DEFENDANTS as hourly paid employees, or  
21 misclassified employees, are “aggrieved employees” as defined by Labor Code section 2699 in  
22 that they are all current or former employees of DEFENDANTS, and one or more of the alleged  
23 violations was committed against them.

24 PLAINTIFF asserts all of her claims in this Complaint on her own behalf and on behalf of all  
25 aggrieved employees in her capacity as a Private Attorney General and seeks all statutory  
26 penalties available under Labor Code sections 2698-2699.

27 On June 6, 2023, PLAINTIFF gave written by Certified Mail to STEAK 48 BEVERLY HILLS,  
28 LLC and TEAM 44 RESTAURANTS, LLC’s agents for service of process, and by Certified

1 Mail to JEFFREY MASTRO, of the specific code provisions alleged to have been violated, as  
2 required by Labor Code section 2699.3. On the same date, PLAINTIFF submitted a “PAGA  
3 Claim Notice” to the LWDA through its online portal. PLAINTIFF’s PAGA Notice Letter and  
4 LWDA Claim Submissions indicated that she, “as an aggrieved employee, on her own behalf  
5 and on behalf of other aggrieved employees of Steak 48 Beverly Hills, LLC, Team 44  
6 Restaurants, LLC, and any other affiliated entity (collectively referred to herein as “**Steak 48**”),  
7 intends to avail herself of the protections granted by the California Labor Code Private Attorney  
8 General Act of 2004 (“the Act”) (Lab. Code, § 2698 et seq.).” The statutory waiting period for  
9 PLAINTIFF to add these allegations to the Complaint has expired. As a result, pursuant to  
10 Labor Code section 2699.3, PLAINTIFF, on behalf of herself and all aggrieved employees, may  
11 now commence a representative civil action under Labor Code section 2699 as the proxy of the  
12 State of California.

13 DEFENDANTS’ conduct, as alleged herein, violates numerous sections of the Labor Code,  
14 including, but not limited to, the following:

- 15 A. Violations of Labor Code sections 510, 1194, 1194.2, and 1198 and California Code of  
16 Regulations, title 8, section 11050 for DEFENDANTS’ failure to pay overtime wages  
17 and liquidated damages to PLAINTIFF, and other aggrieved employees;
- 18 B. Violations of Labor Code sections 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198 and  
19 California Code of Regulations, title 8, section 11050 for DEFENDANTS’ failure to pay  
20 minimum wages and liquidated damages to PLAINTIFF, and other aggrieved  
21 employees;
- 22 C. Violations of Labor Code sections 551, 552, and 553 for DEFENDANTS’ failure to  
23 provide one day’s rest in seven days worked to PLAINTIFF, and other aggrieved  
24 employees;
- 25 D. Violations of Labor Code sections 226.7, 512, and 516, 1198, and California Code of  
26 Regulations, title 8, section 11050 for DEFENDANTS’ failure to provide meal periods  
27 to PLAINTIFF, and other aggrieved employees;

- 1 E. Violations of Labor Code sections 226.7, 512, 516, and 1198, and California Code of  
2 Regulations, title 8, section 11050 for DEFENDANTS' failure to provide rest periods to  
3 PLAINTIFF, and other aggrieved employees;
- 4 F. Violations of Labor Code sections 226, subdivision (a), 1174, subdivision (d), and 1198  
5 for DEFENDANTS' failure to provide accurate itemized wage statements to  
6 PLAINTIFF, and other aggrieved employees and to maintain accurate payroll records  
7 for PLAINTIFF and other aggrieved employees;
- 8 G. Violations of Labor Code sections 2800 and 2802 for DEFENDANTS' failure to  
9 reimburse business expenses to PLAINTIFF, and other aggrieved employees;
- 10 H. Violations of Labor Code section 351 for DEFENDANTS' failure to properly receive  
11 and distribute gratuities to PLAINTIFF, and other aggrieved employees;
- 12 I. Violations of Labor Code section 1198 and California Code of Regulations, title 8,  
13 section 11050 for DEFENDANTS' failure to provide adequate seating to PLAINTIFF,  
14 and other aggrieved employees; and,
- 15 J. Violations of Labor Code sections 201, 202, and 203 for DEFENDANTS' failure to  
16 timely pay wages to PLAINTIFF, and other aggrieved employees;

17 PLAINTIFF therefore, on her own behalf and on behalf of all aggrieved employees, can and  
18 hereby does seeks recovery of all civil penalties as prescribed by Labor Code sections the  
19 Private Attorneys General Act of 2004, as the representative of the State of California, for the  
20 illegal conduct perpetrated on PLAINTIFF and all aggrieved employees by DEFENDANTS.

21 ///

22 **PRAYER**

23 WHEREFORE, PLAINTIFF, individually, prays for judgment against each  
24 Defendant, jointly and severally, as follows:

25 **1. ON THE FIRST CAUSE OF ACTION:**

- 26 (a) For overtime wage compensation, and liquidated damages;
- 27 (b) For an award of interest, including prejudgment interest at the legal rate;
- 28 and,

1 (c) For statutory penalties, interest, costs of suit and attorneys' fees.

2 **2. ON THE SECOND CAUSE OF ACTION:**

3 (a) For minimum wage compensation, and liquidated damages;

4 (b) For an award of interest, including prejudgment interest at the legal rate;  
5 and,

6 (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

7 **3. ON THE THIRD, FOURTH, FIFTH, SIXTH, SEVENTH, EIGHTH, and**  
8 **NINTH CAUSES OF ACTION:**

9 (a) For compensatory damages, including lost wages;

10 (b) For an award of interest, including prejudgment interest at the legal rate;  
11 and,

12 (c) For statutory penalties, interest, costs of suit, and attorneys' fees.

13 **4. ON THE TENTH CAUSE OF ACTION:**

14 (a) For statutory penalties, interest, costs of suit and attorneys' fees.

15 **5. ON THE ELEVENTH CAUSE OF ACTION:**

16 (a) For restitution and disgorgement;

17 (b) For injunctive relief ordering the continuing unfair business acts and  
18 practices to cease, or as the Court otherwise deems just and proper; and,

19 (c) For other injunctive relief ordering DEFENDANTS to notify Plaintiff that  
20 she has not been paid the proper amounts required in accordance with  
21 California law.

22 **6. ON THE TWELFTH CAUSE OF ACTION:**

23 (a) That the Court declare, adjudge and decree that DEFENDANTS violated  
24 the following Labor Code provisions as to PLAINTIFF and/or other  
25 aggrieved employees:

- 26 1. Labor Code sections 510, 1194, 1194.2, and 1198 and  
27 California Code of Regulations, title 8, section 11050 for  
28 DEFENDANTS' failure to pay overtime compensation and

1 liquidated damages to PLAINTIFF, and other aggrieved  
2 employees;

3 2. Labor Code sections 1182.12, 1194; 1194.2; 1197; 1197.1; and  
4 1198 and California Code of Regulations, title 8, section 11050  
5 for DEFENDANTS' failure to pay minimum wages and  
6 liquidated damages to PLAINTIFF, and other aggrieved  
7 employees;

8 3. Labor Code sections 551, 552, and 553 for DEFENDANTS'  
9 failure to provide one day's rest in seven days worked to  
10 PLAINTIFF, and other aggrieved employees;

11 4. Labor Code sections 226.7 and 512, 516, and California Code  
12 of Regulations, title 8, section 11050 for DEFENDANTS'  
13 failure to provide meal periods to PLAINTIFF, and other  
14 aggrieved employees;

15 5. Labor Code sections 226.7 and 512, 516, and California Code  
16 of Regulations, title 8, section 11050 for DEFENDANTS'  
17 failure to provide rest periods to PLAINTIFF, and other  
18 aggrieved employees;

19 6. Labor Code sections 226, subdivision (a), 1174, subdivision  
20 (d), and 1198 for DEFENDANTS' failure to provide accurate  
21 itemized wage statements to PLAINTIFF, and other aggrieved  
22 employees and to maintain accurate payroll records for  
23 PLAINTIFF and other aggrieved employees;

24 7. Labor Code sections 2800 and 2802 for DEFENDANTS'  
25 failure to reimburse business expenses to PLAINTIFF and  
26 other aggrieved employees;

- 1 8. Labor Code section 351 for DEFENDANTS' failure to  
2 properly receive and distribute gratuities to PLAINTIFF, and  
3 other aggrieved employees;  
4 9. Labor Code section 1198 and California Code of Regulations,  
5 title 8, section 11050 for DEFENDANTS' failure to provide  
6 adequate seating to PLAINTIFF, and other aggrieved  
7 employees; and,  
8 10. Labor Code sections 201, 202, 203 for DEFENDANTS' failure  
9 to timely pay wages to PLAINTIFF, and other aggrieved  
10 employees,

- 11 (b) For civil penalties pursuant to Labor Code sections 210, 226.3, 256, 558,  
12 1174.5, 1197.1, and/or 2699, subdivisions (a), (f) and (g), for violations  
13 of Labor Code sections 201, 202, 203, 226, 226.7, 351 510, 512, 516,  
14 551, 552, 553, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198;  
15 (c) For attorneys' fees and costs pursuant to California Labor Code section  
16 2699, subdivision (g)(1), and any and all other relevant statutes, for  
17 Defendant's violations of Labor Code sections 201, 202, 203, 226, 226.7,  
18 351 510, 512, 516, 551, 552, 553, 558, 1182.12, 1174, 1194, 1194.2,  
19 1197, 1197.1, 1198;  
20 (d) For pre-judgment and post-judgment interest as provided by law; and  
21 For such other and further relief as the Court may deem equitable and  
22 appropriate.

23 **7. ON ALL CAUSES OF ACTION:**

- 24 (a) For reasonable attorneys' fees;  
25 (b) For costs of suit;  
26 (c) For prejudgment interest; and,  
27 (d) For other and further relief their court deems just and proper.  
28

1 Dated: August 14, 2023

2 **LAW OFFICES OF DAVID R. GREIFINGER**

3 By:   
4 DAVID R. GREIFINGER  
5 CALVIN A. MARSHALL  
6 *Attorneys for Plaintiff*

7 **DEMAND FOR JURY TRIAL**

8 PLAINTIFF demands a jury trial on issues triable to a jury.

9 Dated: August 14, 2023

10 **LAW OFFICES OF DAVID R. GREIFINGER**

11 By:   
12 DAVID R. GREIFINGER  
13 CALVIN A. MARSHALL  
14 *Attorneys for Plaintiff*