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Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

Brittany M. Walker, individually and on behalf
of all similarly situated individuals,

Plaintiff,

vs.

Blue Water Restaurant Partners I, L.P., a
California Limited Partnership; **Blue Water**
Newport Beach, Inc., a California
Corporation; **Bluewater Redondo Beach,**
Inc., a California Corporation; **Bluewater**
Redondo, L.P., a California Limited
Partnership; **Bluewater Temecula, Inc.**, a
California Corporation; **Bluewater Temecula,**
L.P., a California Limited Partnership;
Bluewater Santa Barbara, Inc., a California
Corporation; **Bluewater Santa Barbara, L.P.**, a
California Limited Partnership; **Bluewater**
Coronado, Inc., a California Corporation;
Bluewater Coronado, L.P., a California
Limited Partnership; **Bluewater Carlsbad,**
L.P., a California Limited Partnership;
Bluewater Carlsbad, Inc., a California
Corporation; **Bluewater Avalon, Inc.**, a
California Corporation; **Bluewater Avalon,**
L.P., a California Limited Partnership; **Richard**
Staunton, an individual; and **Does 1-10**,
inclusive;

Defendants.

CASE NO. 30-2026-01561024-CU-OE-CJC

REPRESENTATIVE COMPLAINT FOR:

1) **PAGA Penalties (Labor Code §§ 2698, et
seq.)**

Assigned for All Purposes

Judge Carmen Luege

1 Plaintiff Brittany M. Walker, on behalf of the State of California, solely in her representative
2 capacity as a private attorney general under the Private Attorney General Act of 2004, Labor Code §
3 2699, et seq. (“PAGA”), hereby brings this action on behalf of all “aggrieved employees” and alleges
4 as follows, by and through her counsel of record:

5 **PAGA ONLY ACTION**

6 1. PAGA authorizes “an aggrieved employee, acting as a proxy or agent of the state Labor
7 and Workforce Development Agency, to bring a civil action against an employer on behalf of himself
8 or herself and other current or former employees to recover civil penalties for Labor Code violations
9 they have sustained.” *Adolph v. Uber Techs.*, 14 Cal.5th 1104, 1113 (Cal. 2023).

10 2. “PAGA is designed primarily to benefit the general public, not the party bringing the
11 action.” *Id.*, at 1117. “A PAGA claim for civil penalties is fundamentally a law enforcement action. The
12 government entity on whose behalf the plaintiff files suit is the real party in interest.” *Id.* PAGA’s
13 default civil penalties are thus calculated to punish the employer for wrongdoing and to deter violations
14 rather than “compensate employees for actual losses incurred.” *Id.*

15 3. Under the authority expressed in *Adolph*, Ms. Walker does not bring suit in her
16 individual capacity and does not seek to recover anything through this suit other than civil penalties as
17 permitted under PAGA—she brings this action solely in her representative capacity under the PAGA,
18 on behalf of the State of California, the public, and all aggrieved employees of Defendants.

19 4. To the extent that statutory violations are mentioned for wage violations, Ms. Walker
20 does not seek underlying general and/or special damages for those violations, but only references those
21 predicate violations as part of the State’s claim for civil penalties under PAGA.

22 5. Nothing in this complaint is—or should be construed—as an attempt to seek any relief
23 that would not be available in a PAGA-only proceeding.

24 **THE PARTIES**

25 6. Plaintiff **Brittany M. Walker** (“Plaintiff”) is a resident of the County of Orange in the
26 State of California. Ms. Walker began her employment with Defendants on April 6, 2022 and is
27 currently employed as a non-exempt, hourly employee.

28 7. Defendant **Blue Water Restaurant Partners I, L.P.** (“Blue Water Restaurant Partners

I, LP”) is a California Limited Partnership that is part of a series of interrelated group of entities that owns and operates restaurants throughout California. Upon information and belief, Blue Water Restaurant Partners I, LP, Blue Water Newport Beach, Inc, Bluewater Redondo Beach, Inc, Bluewater Redondo, LP, Bluewater Temecula, Inc, Bluewater Temecula, LP, Bluewater Santa Barbara, Inc, Bluewater Santa Barbara, LP, Bluewater Coronado, Inc, Bluewater Coronado, LP, Bluewater Carlsbad, LP, Bluewater Carlsbad, Inc, Bluewater Avalon, Inc, and Bluewater Avalon, LP are run as an integrated enterprise with common officers, owners, executives, policies and practices, headquarters, and/or employees.

8. Defendant **Blue Water Newport Beach, Inc.** (“Blue Water Newport Beach, Inc”) is a California Corporation that is part of a series of interrelated group of entities that owns and operates restaurants throughout California. Upon information and belief, Blue Water Restaurant Partners I, LP, Blue Water Newport Beach, Inc, Bluewater Redondo Beach, Inc, Bluewater Redondo, LP, Bluewater Temecula, Inc, Bluewater Temecula, LP, Bluewater Santa Barbara, Inc, Bluewater Santa Barbara, LP, Bluewater Coronado, Inc, Bluewater Coronado, LP, Bluewater Carlsbad, LP, Bluewater Carlsbad, Inc, Bluewater Avalon, Inc, and Bluewater Avalon, LP are run as an integrated enterprise with common officers, owners, executives, policies and practices, headquarters, and/or employees.

9. Defendant **Bluewater Redondo Beach, Inc.** (“Bluewater Redondo Beach, Inc”) is a California Corporation that is part of a series of interrelated group of entities that owns and operates restaurants throughout California. Upon information and belief, Blue Water Restaurant Partners I, LP, Blue Water Newport Beach, Inc, Bluewater Redondo Beach, Inc, Bluewater Redondo, LP, Bluewater Temecula, Inc, Bluewater Temecula, LP, Bluewater Santa Barbara, Inc, Bluewater Santa Barbara, LP, Bluewater Coronado, Inc, Bluewater Coronado, LP, Bluewater Carlsbad, LP, Bluewater Carlsbad, Inc, Bluewater Avalon, Inc, and Bluewater Avalon, LP are run as an integrated enterprise with common officers, owners, executives, policies and practices, headquarters, and/or employees.

10. Defendant **Bluewater Redondo, L.P.** (“Bluewater Redondo, LP”) is a California Limited Partnership that is part of a series of interrelated group of entities that owns and operates restaurants throughout California. Upon information and belief, Blue Water Restaurant Partners I, LP, Blue Water Newport Beach, Inc, Bluewater Redondo Beach, Inc, Bluewater Redondo, LP, Bluewater

1 Temecula, Inc, Bluewater Temecula, LP, Bluewater Santa Barbara, Inc, Bluewater Santa Barbara, LP,
2 Bluewater Coronado, Inc, Bluewater Coronado, LP, Bluewater Carlsbad, LP, Bluewater Carlsbad, Inc,
3 Bluewater Avalon, Inc, and Bluewater Avalon, LP are run as an integrated enterprise with common
4 officers, owners, executives, policies and practices, headquarters, and/or employees.

5 11. Defendant **Bluewater Temecula, Inc.** (“Bluewater Temecula, Inc”) is a California
6 Corporation that is part of a series of interrelated group of entities that owns and operates restaurants
7 throughout California. Upon information and belief, Blue Water Restaurant Partners I, LP, Blue Water
8 Newport Beach, Inc, Bluewater Redondo Beach, Inc, Bluewater Redondo, LP, Bluewater Temecula,
9 Inc, Bluewater Temecula, LP, Bluewater Santa Barbara, Inc, Bluewater Santa Barbara, LP, Bluewater
10 Coronado, Inc, Bluewater Coronado, LP, Bluewater Carlsbad, LP, Bluewater Carlsbad, Inc, Bluewater
11 Avalon, Inc, and Bluewater Avalon, LP are run as an integrated enterprise with common officers,
12 owners, executives, policies and practices, headquarters, and/or employees.

13 12. Defendant **Bluewater Temecula, L.P.** (“Bluewater Temecula, LP”) is a California
14 Limited Partnership that is part of a series of interrelated group of entities that owns and operates
15 restaurants throughout California. Upon information and belief, Blue Water Restaurant Partners I, LP,
16 Blue Water Newport Beach, Inc, Bluewater Redondo Beach, Inc, Bluewater Redondo, LP, Bluewater
17 Temecula, Inc, Bluewater Temecula, LP, Bluewater Santa Barbara, Inc, Bluewater Santa Barbara, LP,
18 Bluewater Coronado, Inc, Bluewater Coronado, LP, Bluewater Carlsbad, LP, Bluewater Carlsbad, Inc,
19 Bluewater Avalon, Inc, and Bluewater Avalon, LP are run as an integrated enterprise with common
20 officers, owners, executives, policies and practices, headquarters, and/or employees.

21 13. Defendant **Bluewater Santa Barbara, Inc.** (“Bluewater Santa Barbara, Inc”) is a
22 California Corporation that is part of a series of interrelated group of entities that owns and operates
23 restaurants throughout California. Upon information and belief, Blue Water Restaurant Partners I, LP,
24 Blue Water Newport Beach, Inc, Bluewater Redondo Beach, Inc, Bluewater Redondo, LP, Bluewater
25 Temecula, Inc, Bluewater Temecula, LP, Bluewater Santa Barbara, Inc, Bluewater Santa Barbara, LP,
26 Bluewater Coronado, Inc, Bluewater Coronado, LP, Bluewater Carlsbad, LP, Bluewater Carlsbad, Inc,
27 Bluewater Avalon, Inc, and Bluewater Avalon, LP are run as an integrated enterprise with common
28 officers, owners, executives, policies and practices, headquarters, and/or employees.

14. Defendant **Bluewater Santa Barbara, L.P.** (“Bluewater Santa Barbara, LP”) is a California Limited Partnership that is part of a series of interrelated group of entities that owns and operates restaurants throughout California. Upon information and belief, Blue Water Restaurant Partners I, LP, Blue Water Newport Beach, Inc, Bluewater Redondo Beach, Inc, Bluewater Redondo, LP, Bluewater Temecula, Inc, Bluewater Temecula, LP, Bluewater Santa Barbara, Inc, Bluewater Santa Barbara, LP, Bluewater Coronado, Inc, Bluewater Coronado, LP, Bluewater Carlsbad, LP, Bluewater Carlsbad, Inc, Bluewater Avalon, Inc, and Bluewater Avalon, LP are run as an integrated enterprise with common officers, owners, executives, policies and practices, headquarters, and/or employees.

15. Defendant **Bluewater Coronado, Inc.** (“Bluewater Coronado, Inc”) is a California Corporation that is part of a series of interrelated group of entities that owns and operates restaurants throughout California. Upon information and belief, Blue Water Restaurant Partners I, LP, Blue Water Newport Beach, Inc, Bluewater Redondo Beach, Inc, Bluewater Redondo, LP, Bluewater Temecula, Inc, Bluewater Temecula, LP, Bluewater Santa Barbara, Inc, Bluewater Santa Barbara, LP, Bluewater Coronado, Inc, Bluewater Coronado, LP, Bluewater Carlsbad, LP, Bluewater Carlsbad, Inc, Bluewater Avalon, Inc, and Bluewater Avalon, LP are run as an integrated enterprise with common officers, owners, executives, policies and practices, headquarters, and/or employees.

16. Defendant **Bluewater Coronado, L.P.** (“Bluewater Coronado, LP”) is a California Limited Partnership that is part of a series of interrelated group of entities that owns and operates restaurants throughout California. Upon information and belief, Blue Water Restaurant Partners I, LP, Blue Water Newport Beach, Inc, Bluewater Redondo Beach, Inc, Bluewater Redondo, LP, Bluewater Temecula, Inc, Bluewater Temecula, LP, Bluewater Santa Barbara, Inc, Bluewater Santa Barbara, LP, Bluewater Coronado, Inc, Bluewater Coronado, LP, Bluewater Carlsbad, LP, Bluewater Carlsbad, Inc, Bluewater Avalon, Inc, and Bluewater Avalon, LP are run as an integrated enterprise with common officers, owners, executives, policies and practices, headquarters, and/or employees.

17. Defendant **Bluewater Carlsbad, L.P.** (“Bluewater Carlsbad, LP”) is a California Limited Partnership that is part of a series of interrelated group of entities that owns and operates restaurants throughout California. Upon information and belief, Blue Water Restaurant Partners I, LP, Blue Water Newport Beach, Inc, Bluewater Redondo Beach, Inc, Bluewater Redondo, LP, Bluewater

1 Temecula, Inc, Bluewater Temecula, LP, Bluewater Santa Barbara, Inc, Bluewater Santa Barbara, LP,
2 Bluewater Coronado, Inc, Bluewater Coronado, LP, Bluewater Carlsbad, LP, Bluewater Carlsbad, Inc,
3 Bluewater Avalon, Inc, and Bluewater Avalon, LP are run as an integrated enterprise with common
4 officers, owners, executives, policies and practices, headquarters, and/or employees.

5 18. Defendant **Bluewater Carlsbad, Inc.** (“Bluewater Carlsbad, Inc”) is a California
6 Corporation that is part of a series of interrelated group of entities that owns and operates restaurants
7 throughout California. Upon information and belief, Blue Water Restaurant Partners I, LP, Blue Water
8 Newport Beach, Inc, Bluewater Redondo Beach, Inc, Bluewater Redondo, LP, Bluewater Temecula,
9 Inc, Bluewater Temecula, LP, Bluewater Santa Barbara, Inc, Bluewater Santa Barbara, LP, Bluewater
10 Coronado, Inc, Bluewater Coronado, LP, Bluewater Carlsbad, LP, Bluewater Carlsbad, Inc, Bluewater
11 Avalon, Inc, and Bluewater Avalon, LP are run as an integrated enterprise with common officers,
12 owners, executives, policies and practices, headquarters, and/or employees.

13 19. Defendant **Bluewater Avalon, Inc.** (“Bluewater Avalon, Inc”) is a California
14 Corporation that is part of a series of interrelated group of entities that owns and operates restaurants
15 throughout California. Upon information and belief, Blue Water Restaurant Partners I, LP, Blue Water
16 Newport Beach, Inc, Bluewater Redondo Beach, Inc, Bluewater Redondo, LP, Bluewater Temecula,
17 Inc, Bluewater Temecula, LP, Bluewater Santa Barbara, Inc, Bluewater Santa Barbara, LP, Bluewater
18 Coronado, Inc, Bluewater Coronado, LP, Bluewater Carlsbad, LP, Bluewater Carlsbad, Inc, Bluewater
19 Avalon, Inc, and Bluewater Avalon, LP are run as an integrated enterprise with common officers,
20 owners, executives, policies and practices, headquarters, and/or employees.

21 20. Defendant **Bluewater Avalon, L.P.** (“Bluewater Avalon, LP” and collectively with
22 Blue Water Restaurant Partners I, LP, Blue Water Newport Beach, Inc, Bluewater Redondo Beach,
23 Inc, Bluewater Redondo, LP, Bluewater Temecula, Inc, Bluewater Temecula, LP, Bluewater Santa
24 Barbara, Inc, Bluewater Santa Barbara, LP, Bluewater Coronado, Inc, Bluewater Coronado, LP,
25 Bluewater Carlsbad, LP, Bluewater Carlsbad, Inc, Bluewater Avalon, Inc as “Bluewater”) is a California
26 Limited Partnership that is part of a series of interrelated group of entities that owns and operates
27 restaurants throughout California. Upon information and belief, Blue Water Restaurant Partners I, LP,
28 Blue Water Newport Beach, Inc, Bluewater Redondo Beach, Inc, Bluewater Redondo, LP, Bluewater

1 Temecula, Inc, Bluewater Temecula, LP, Bluewater Santa Barbara, Inc, Bluewater Santa Barbara, LP,
2 Bluewater Coronado, Inc, Bluewater Coronado, LP, Bluewater Carlsbad, LP, Bluewater Carlsbad, Inc,
3 Bluewater Avalon, Inc, and Bluewater Avalon, LP are run as an integrated enterprise with common
4 officers, owners, executives, policies and practices, headquarters, and/or employees.

5 21. Defendant **Richard Staunton** (“Mr. Staunton”) is an individual who, on information
6 and belief, resides in the County of Los Angeles. Upon information and belief, Mr. Staunton is the
7 managing agent, officer, director, owner, and/or person exercising control over wages, hours, or
8 working conditions of Blue Water. Per Labor Code § 558.1, since Mr. Staunton is a managing agent,
9 director, and/or officer of Blue Water and, upon information and belief, as he caused or directed the
10 acts described herein, he is personally liable for the penalties sought under PAGA for predicate
11 violations of the Labor Code asserted herein.

12 22. The true names and capacities of the defendants named herein as Does 1 through 10,
13 inclusive (together with Blue Water and Mr. Staunton, “Defendants”), are unknown to Plaintiff at this
14 time. Accordingly, Plaintiff brings this suit against them by fictitious names pursuant to California Code
15 of Civil Procedure section 474. Plaintiff believes that each of the Doe Defendants is a California
16 resident and/or does substantial business in the State of California. At all relevant times, Does 1
17 through 10 were acting within the course and scope of their employment and agency with Defendants.
18 Plaintiff is informed and believes that each Doe Defendant is responsible for the injuries and damages
19 alleged herein. Plaintiff will amend this complaint to reflect Does 1 through 10’s true names and
20 capacities when they have been determined.

21 23. Except as otherwise noted herein, Defendants participated in the acts alleged herein
22 and/or were the agents, servants, employees, or representatives of the other Defendants. At all times
23 relevant to this complaint, Defendants were acting within the course, scope, and authority of their
24 agency and employment such that the acts of one defendant are legally attributable to the other
25 Defendants. Defendants, in all respects, acted as employers and/or joint employers of Plaintiff and
26 Aggrieved Employees in that each of them exercised control over the wages, hours, and/or working
27 conditions of Defendants’ hourly non-exempt employees.

JURISDICTION AND VENUE

24. The court has jurisdiction over all causes of action in this complaint pursuant to Article VI, section 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on California statutes and law, including the Labor Code, IWC Wage Orders, and Code of Civil Procedure.

25. Venue as to Defendants is proper in this Superior Court pursuant to California Code of Civil Procedure section 395. The unlawful acts alleged have directly affected Plaintiff and similarly situated employees within and throughout Orange County.

GENERAL ALLEGATIONS

26. As a matter of uniform and systemic policy, Defendants failed to authorize and/or permit non-exempt employees to take bona fide meal and rest breaks pursuant to Labor Code § 226.7. Upon information and belief, Aggrieved Employees, including Plaintiff, were required to skip or interrupt their meal and/or rest periods to serve customers, otherwise interrupt or cut short their meal and/or rest periods, or remain on duty and under Defendants' control during their meal and/or rest periods to perform other tasks at Defendants' directions due to Defendants' policies and practices, including their scheduling and staffing practices and policies. This included, without limitation, Defendants requiring Aggrieved Employees, including Plaintiff, to continue serving customers, monitor and remain responsible for assigned tables, respond to customer needs, and perform work-related tasks during meal periods because Defendants failed to provide relief coverage and routinely scheduled employees to work shifts without sufficient staffing or managerial coverage to permit uninterrupted meal periods.

27. On numerous occasions, Plaintiff and other Aggrieved Employees were the sole service employees assigned to the floor or otherwise lacked relief staff or management coverage, making it impossible to be relieved of all duties during meal periods. In some instances, employees were expressly instructed by supervisors and managers to continue working through their meal periods, and in others, employees were implicitly required to do so under threat of discipline, customer complaints, or adverse treatment if they abandoned their assigned workstations or tables.

28. Accordingly, Defendants failed to authorize and permit compliant meal periods as required by law.

1 29. In the same manner, and as a matter of uniform and systemic policy, Defendant requires
2 non-exempt employees to continue working during their rest periods to serve customers, answering
3 phone calls, otherwise interrupting or cut short their rest periods, or remain on duty and under
4 Defendants' control during their rest periods to perform other tasks at Defendants' directions due to
5 Defendants' policies and practices, including their scheduling and staffing practices and policies.

6 30. Additionally, on many occasions, employees were required to interrupt or forego rest
7 periods entirely to assist customers, respond to management directives, or continue working due to
8 insufficient staffing.

9 31. Accordingly, Defendants failed to authorize and permit compliant rest periods as
10 required by law.

11 32. In failing to authorize and/or permit meal and rest periods, Defendants have also
12 implemented a uniform policy of denying all required compensation in lieu of meal and rest periods to
13 its non-exempt employees, notwithstanding its actual knowledge that such employees were uniformly
14 denied compliant meal and rest periods.

15 33. Defendants further failed to compensate employees for all time worked time when
16 employees were forced to interrupt and/or work through their meal periods but were clocked out
17 under Defendants' time-keeping system (and therefore treated as not working). This resulted in
18 employees being denied both straight time and overtime pay, where applicable, for the time during
19 which they were on call or under Defendants' control despite being off the clock for timekeeping
20 purposes.

21 34. Defendants also failed to comply with California law regarding reporting time pay.
22 Upon information and belief, employees were required to show up to their regularly scheduled shifts
23 but on multiple occasions were sent home without being allowed to work or were put to work for half
24 of their regularly scheduled shift length. On such occasions, upon information and belief, employees
25 were not paid any amounts when sent home without any work and/or were not paid at least half their
26 scheduled shift length.

27 35. As a matter of uniform and systemic policy, Defendants maintained and enforced an
28 unlawful tip pooling policy. Upon information and belief, Defendants required non-exempt employees,

1 including Plaintiff and Aggrieved Employees, to participate in a tip pool where managers, supervisors,
2 and/or owners improperly shared in and retained a portion of employee gratuities. As a result,
3 Defendants unlawfully collected, took, and/or received gratuities that were the sole property of its
4 employees.

5 36. As a matter of uniform and systemic policy, Defendants required non-exempt
6 employees to utilize their personal cell phones for work-related purposes, including answering texts
7 and calls from their supervisors while at work or on a break, for purposes of scheduling and
8 rescheduling future work, being assigned tasks, general administrative matters, and required the use of
9 various mobile phone applications, including Hot Schedules. Defendants further failed to compensate
10 their non-exempt employees for reasonable costs associated with utilizing their personal cell phones
11 for work-related purposes.

12 37. Additionally, Defendants required non-exempt employees to incur out-of-pocket
13 expenses for work-related purchases, including groceries and supplies necessary for Defendants'
14 business operations, without reimbursement, in violation of Labor Code § 2802.

15 38. Defendants further required non-exempt employees to use their personal vehicles for
16 work-related purposes, including travel to off-site events such as wine events and promotional
17 activities, without reimbursing employees for mileage, fuel, or vehicle expenses.

18 39. As a matter of uniform and systemic policy, Defendants failed to provide its non-
19 exempt employees with accurate itemized wage statements in accordance with California's Labor Code.
20 Upon information and belief, Defendants failed to furnish Plaintiff, or Aggrieved Employees, either
21 semimonthly or at the time of each payment of wages, either as a detachable part of the check or
22 separately, an accurate, itemized statement in writing showing sick pay, gross wages earned, all
23 deductions, and the net wages earned by Plaintiff for the inclusive dates for which the Plaintiff worked,
24 including the unpaid premium payments owed to Plaintiffs and the Aggrieved Employees for their
25 missed meal and rest breaks.

FIRST CAUSE OF ACTION

California Labor Code §2699, et seq.

Private Attorneys General Act (“PAGA”) Penalties

(Plaintiff and Aggrieved Employees Against Defendants)

40. Standing. Under the California Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on behalf of herself and other current or former employees to recover penalties for an employer’s violations of the Labor Code and IWC Wage Orders.

41. Plaintiff is an “aggrieved employee” with standing to bring an action under PAGA, as she was employed by Defendants during the applicable statutory period and suffered the Labor Code violations alleged herein.

42. Plaintiff, on behalf of herself, the State of California, and all other Aggrieved Employees, brings this representative action pursuant to Labor Code § 2699, *et seq.*, seeking civil penalties for Defendants’ violation of Labor Code §§ 201, 202, 203, 204, 206.5, 210, 226, 226.3, 226.7, 351, 510, 512, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 1401 and 2802 as described herein, plus attorneys’ fees and costs.

43. Plaintiff does not bring suit in her individual capacity and does not seek to recover anything through this suit other than civil penalties as permitted under PAGA—she brings this action solely in her representative capacity under the PAGA, on behalf of the State of California and all aggrieved employees of Blue Water.

44. Entitlement to Penalties. Under the California Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on behalf of herself and other current or former employees, against whom a violation of the same provision(s) was committed, as well as the general public, to recover penalties for an employer’s violations of the Labor Code and IWC Wage Orders within one year of filing a notice to the Labor and Workforce Development Agency.

45. These penalties shall be allocated sixty-five percent to the Labor and Workforce Development Agency and thirty-five percent to the aggrieved employees.

46. These penalties may be “stacked” separately for each of Defendants’ violations of the Labor Code, subject to the exception enumerated in Labor Code section 2698(i). *See, e.g., Hernandez v. Towne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77 (C.D. Cal. June 22, 2012); *see also O’Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at *7 (N.D. Cal. June 30, 2016); Labor Code § 2698(i).

47. These penalties shall be allocated sixty-five percent to the Labor and Workforce Development Agency and thirty-five percent to the affected employees.

48. The Aggrieved Employees are entitled to civil penalties under PAGA arising from the following predicate violations of the Labor Code.¹

49. *Failure to Pay Minimum Wage for All Hours Worked.* California law requires employers to compensate employees for all time that an employee is “suffered or permitted to work,” which includes all time “when any employer ‘directs, commands or restrains’ an employee.” *See, e.g., Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 583 (2000).

50. Defendants failed to compensate Plaintiff and the Aggrieved Employees for all hours worked because Defendants required its non-exempt employees to work through their legally mandated meal and/or rest period or remain on duty and under Defendants’ control during their meal and/or rest periods to perform other tasks at Defendants’ directions due to Defendants’ policies and practices, including their scheduling and staffing practices and policies. Accordingly, Defendants failed to pay Plaintiff and Aggrieved Employees for all hours worked where they were under the control of Defendants.

51. *Failure to Pay Required Overtime.* California Labor Code §§ 510 and 1198 provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

52. Plaintiff and Aggrieved Employees who work more than eight hours in a day or more

¹ To the extent that statutory violations are mentioned for wage violations, Plaintiff does not seek underlying general and/or special damages for those violations, but only references them as part of the State’s claim for civil penalties under PAGA for those predicate violations.

1 than forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours worked
2 in excess of eight hours in a day or more than forty hours in a workweek. An employee's regular rate
3 of pay includes all remuneration for employment paid to, or on behalf of, the employee, including
4 commissions, non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container Corp.*, 4 Cal. 5th
5 542, 573 (2018), as modified (Apr. 25, 2018).

6 53. Plaintiff and other Aggrieved Employees were not paid overtime premiums for all of
7 the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of
8 eight hours on the seventh consecutive day of work in a workweek, and in excess of forty hours in a
9 week.

10 54. *Failure to Provide Compliant Meal Periods.* Labor Code section 226.7, 512(a), and 1198
11 provide that no employer shall require an employee to work during any meal period mandated by an
12 applicable order of the IWC. "An off-duty meal period, therefore, is one in which the employee is
13 relieved of all duty during the 30-minute meal period . . . an employer's obligation is to provide an off-
14 duty meal period: an uninterrupted 30-minute period during which the employee is relieved of all duty."
15 *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

16 55. Defendants' policies and practices served to deprive the Aggrieved Employees of legally
17 compliant 30-minute breaks free of employer control and/or relieved of all duties.

18 56. Upon information and belief, employees were required to skip breaks, interrupt their
19 breaks, cut them short, take them after the fifth hour of work, work through them due to Defendants'
20 policies and practices.

21 57. *Failure to Provide Compliant Rest Periods.* Labor Code § 226.7, 512(a), and 1198 provide
22 that no employer shall require an employee to work during any rest or meal period mandated by an
23 applicable order of the IWC.

24 58. Employers must authorize and permit employees to be relieved of all duty during their
25
26
27
28

rest and meal periods: “A rest period, in short, must be a period of rest.”² *Augustus v. ABM Sec. Servs., Inc.*, 2 Cal.5th 257, 273 (2016).

59. On information and belief, Defendants failed to authorize or permit all required compliant paid rest periods for shifts worked by Aggrieved Employees by requiring them to skip rest periods, interrupt rest periods, work through rest periods, or remain under Defendant’s control during breaks due to Defendants’ policies and practices.

60. *Failure to Provide Reporting Time Pay.* Labor Code § 1199 prohibits an employer from causing any employee to work under conditions of labor prohibited by an order of the Industrial Welfare Commission (IWC) or from violating, refusing, or neglecting to comply with any order of the commission’s orders regarding wages, hours, and working conditions. Labor Code § 1198 states that the standard conditions of labor fixed by the commission shall be the standard conditions of labor for employees and forbids the employment of any employee under conditions of labor prohibited by the commission’s wage orders.

61. Wage Order 5-2001 requires that each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee’s regular rate of pay, which shall not be less than the minimum wage.

62. Defendants failed to pay reporting time to employees who were required to report into work within the meaning of the Wage Orders but were not put to work or were furnished less than half of their usual or scheduled shift. *See* Wage Order No. 5-2001, Section 5. *Ward v. Tilly’s, Inc.*, 31 Cal. App. 5th 1167, 1183 (2019), review denied (May 15, 2019).

63. *Violation of Labor Code § 351.* California Labor Code § 351 provides 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

² Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Department of Industrial Relations, “Rest Periods/Lactation Accommodations,” *available at* https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm (“Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.”)

1 employee by a patron, or deduct any amount from wages due an employee on account of a gratuity, or
2 require an employee to credit the amount, or any part thereof, of a gratuity against and as a part of the
3 wages due the employee from the employer. Every gratuity is hereby declared to be the sole property
4 of the employee or employees to whom it was paid, given, or left for”.

5 64. Labor Code § 351 thus prohibits employers and their agents from sharing in or keeping
6 any portion of a gratuity left for or given to one or more employees by a patron.

7 65. As a matter of uniform and systemic policy, Defendants maintained and enforced an
8 unlawful tip pooling policy. Upon information and belief, Defendants required non-exempt employees,
9 including Plaintiff and Aggrieved Employees, to participate in a tip pool where managers, supervisors,
10 and/or owners improperly shared in and retained a portion of employee gratuities. As a result,
11 Defendants unlawfully collected, took, and/or received gratuities that were the sole property of its
12 employees.

13 66. *Failure to Provide and Maintain Compliant Wage Statements.* Labor Code § 226 requires
14 employers to furnish employees with an accurate, itemized statement in writing showing, among other
15 things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-paid, non-exempt
16 employees); (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the
17 employee is paid; (6) the name of the employee and the last four digits of his or her social security
18 number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly
19 rates in effect during the pay period and the corresponding number of hours worked at each hourly
20 rate by the employee.

21 67. At all times relevant to this complaint, Defendants’ failure to pay premium wages for
22 missed meal and/or rest periods further ensured that Plaintiff and Aggrieved Employees’ wage
23 statements inaccurately reflected gross and net wages earned. Defendants’ failure to compensate all
24 hours worked, earned premium pay, and/or all required overtime hours and rates further left the wage
25 statements they provided to employees to be inaccurate.

26 68. Defendants have also failed to keep accurate payroll records for Plaintiff and Aggrieved
27 Employees in accordance with Labor Code § 1174. Defendants’ failure to keep and maintain accurate
28 payroll records reflecting hours worked and wages earned has impeded Plaintiff and Aggrieved

1 Employees' ability to calculate unpaid wages earned.

2 69. *Failure to Provide and Maintain Records.* Labor Code § 226 additionally provides that
3 employers "shall afford current and former employees the right to inspect or receive a copy of records
4 pertaining to their employment, upon reasonable request to the employer" and that employers "shall
5 comply with the request as soon as practicable, but no later than 21 calendar days from the date of the
6 request." Labor Code § 226 also requires that Defendants provide

7 70. Labor Code § 1198.5 provides that "[u]pon a written request from a current or former
8 employee, or his or her representative, the employer shall also provide a copy of the personnel records,
9 at a charge not to exceed the actual cost of reproduction, not later than 30 calendar days from the date
10 the employer receives the request . . ."

11 71. Labor Code § 432 provides that "[i]f an employee or applicant signs any instrument
12 relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon
13 request."

14 72. Labor Code § 1174 requires employers to maintain payroll records showing the hours
15 worked daily by all employees, for a time not less than three years. Industrial Wage Order No. 5, Section
16 7 requires that an employer maintain "time records showing when the employee begins and ends each
17 work period" and make those records available to any employee upon reasonable request. *Id.*

18 73. Plaintiff Brittney Walker, through counsel, requested copies of her records kept in
19 accordance with Labor Code §§ 226, 432, 1174, and 1198.5 by certified letter on January 28, 2026.

20 74. Defendant, through its counsel, acknowledged receipt of Plaintiff's records request on
21 February 18, 2026, and requested an extension to March 6, 2026 to respond, which Plaintiff granted.
22 Despite this extension, Defendants failed to timely comply and did not produce all records required by
23 statute until March 12, 2026.

24 75. Labor Code § 226(f) and (h) sets forth that if an employer fails to permit a current or
25 former employee to inspect or copy records required to be kept under that section within 21 days of a
26 request to inspect, that employer is liable to the employee for a penalty of \$750, and the employee is
27 entitled to bring an action for injunctive relief to enforce compliance and shall be entitled to an award
28 of costs and reasonable attorney's fees in doing so. Labor Code § 1198.5(k) sets forth that if an

1 employer fails to permit a current or former employee to inspect or copy records relating to the
2 employee's performance or to any grievance concerning the employee within 30 days of a request to
3 inspect, that employer is liable to the employee for a penalty of \$750, and the employee is entitled to
4 bring an action for injunctive relief to enforce compliance and shall be entitled to an award of costs
5 and reasonable attorney's fees in doing so.

6 76. Defendants have a policy and practice of denying requests for employee records to their
7 current and former employees in California that violates Labor Code §§ 226, 432, 1174, and 1198.5 and
8 the Wage Orders. Under information and belief, Defendants also fail to maintain these records for the
9 statutorily prescribed length of time.

10 77. *Failure to Reimburse Necessary Business Expenses.* Labor Code § 2802 provides that "[a]n
11 employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the
12 employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the
13 directions of the employer." Lab. Code § 2802.

14 78. On information and belief, Defendants required Aggrieved Employees to use their
15 personal cellphones in the regular course of employment by answering texts and/or calls from their
16 supervisors for purposes of scheduling and re-scheduling future work, being assigned tasks, general
17 administrative matters, and for use of various mobile phone applications but failed to reimburse them
18 for this usage. *See Cochran v. Schwan's Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 ("We hold that when
19 employees must use their personal cell phones for work related calls, Labor Code section 2802 requires
20 the employer to reimburse them. Whether the employees have cell phone plans with unlimited minutes
21 or limited minutes, the reimbursement owed is a reasonable percentage of their cell phone bills.").

22 79. Additionally, Defendants required non-exempt employees to incur out-of-pocket
23 expenses for work-related purchases, including groceries and supplies necessary for Defendants'
24 business operations, without reimbursement, in violation of Labor Code § 2802.

25 80. Defendants further required non-exempt employees to use their personal vehicles for
26 work-related purposes, including travel to off-site events such as wine events and promotional
27 activities, without reimbursing employees for mileage, fuel, or vehicle expenses.

28 81. Procedural Requirements Met. On January 28, 2026, Plaintiff electronically filed a

1 notice of claims with the LWDA and sent a copy to Defendants by certified mail. On March 18, 2026,
2 Plaintiff filed an Amended PAGA notice with the LWDA and sent a copy to Defendants by certified
3 mail. Plaintiff did not receive notice from the LWDA that it would be investigating the complaint nor
4 did Plaintiff receive notice from the LWDA that it was declining to investigate with the 65-day period
5 under Labor Code § 2699.3. On April 4, 2026, the sixty-five-day notice period expired as to all
6 defendants. Since the LWDA took no steps within the prescribed time to intervene, Plaintiff has
7 exhausted all required administrative remedies required to seek penalties under PAGA. *See* Lab. Code
8 § 2699.3(a)(2). A true and correct copy of Plaintiff's Amended PAGA Notice is attached herein as
9 **Exhibit A.**

10 82. Plaintiff—as a representative of the People of the State of California—is entitled to
11 seek any and all penalties otherwise capable of being collected by the Labor Commission or
12 Department of Labor Standards Enforcement (“DLSE”) on behalf of the State of California through
13 this Action.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff respectfully prays for judgment as follows:

- 16 A. For civil penalties under PAGA to be determined by trial;
17 B. For pre- and post-judgment interest as allowed;
18 C. For preliminary and permanent injunctive relief;
19 D. For reasonable attorney’s fees and costs and expert fees and costs; and
20 E. For such other relief as this Court deems just and proper.

21
22
23 Dated: April 6, 2026

BARAHMAND LAW GROUP

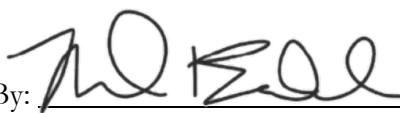
24
25 By: 
26 Navid Barahmand
27 Attorneys for Plaintiff
28

EXHIBIT A

BARAHMAND LAW GROUP

23801 Calabasas Road, Suite 2034,

Calabasas, CA 91302

Office: (818) 574-3355 | Direct: (818) 574-3210

www.BarahmandLaw.com



March 18, 2026

Original filed online via the LWDA's PAGA Claim Notice Portal:

LABOR & WORKFORCE DEVELOPMENT AGENCY

1515 Clay Street, Ste. 801

Oakland, CA 94612

Sent via U.S. Certified Mail to:

Richard Staunton - Agent for Service of Process
Blue Water Restaurant Partners I, L.P.
630 Lido Park Drive
Newport Beach, California 92663

Richard Staunton - Agent for Service of Process
Blue Water Newport Beach, Inc.
630 Lido Park Drive
Newport Beach, California 92663

Richard Staunton - Agent for Service of Process
Bluewater Redondo Beach, Inc.
630 Lido Park Drive
Newport Beach, California 92663

Richard Staunton - Agent for Service of Process
Bluewater Redondo, L.P.
665 North Harbor Drive
Redondo Beach, California 90277

Richard Staunton - Agent for Service of Process
Bluewater Temecula, Inc.
630 Lido Park Drive
Newport Beach, California 92663

Richard Staunton - Agent for Service of Process
Bluewater Temecula, L.P.
630 Lido Park Drive
Newport Beach, California 92663

Richard Staunton - Agent for Service of Process
Bluewater Santa Barbara, Inc.
630 Lido Park Drive
Newport Beach, California 92663

Richard Staunton - Agent for Service of Process
Bluewater Santa Barbara, L.P.
630 Lido Park Drive
Newport Beach, California 92663

Richard Staunton - Agent for Service of Process
Bluewater Coronado, Inc.
630 Lido Park Drive
Newport Beach, California 92663

Richard Staunton - Agent for Service of Process
Bluewater Coronado, L.P.
630 Lido Park Drive
Newport Beach, California 92663

Richard Staunton - Agent for Service of Process
Bluewater Carlsbad, L.P.
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Newport Beach, California 92663

James Ulcickas - Agent for Service of Process
Bluewater Carlsbad, Inc.
630 Lido Park Drive
Newport Beach, California 92663

James Ulcickas - Agent for Service of Process
Bluewater Avalon, Inc.
630 Lido Park Drive
Newport Beach, California 92663

Richard Staunton - Agent for Service of Process
Bluewater Avalon, L.P.
630 Lido Park Drive
Newport Beach, California 92663

**Re: AMENDED: Private Attorneys General Act ("PAGA") Notice Letter of
Brittany Walker on Behalf of Herself and Aggrieved Employees Under
California Labor Code Section 2699.3**

Dear Sir/Madam:

As you are already aware, we represent Brittany Walker against Defendants Blue Water Restaurant Partners I, L.P., Blue Water Newport Beach, Inc., Bluewater Redondo Beach, Inc., Bluewater Redondo, L.P., Bluewater Temecula, Inc., Bluewater Temecula, L.P., Bluewater Santa Barbara, Inc., Bluewater Santa Barbara, L.P., Bluewater Coronado, Inc., Bluewater Coronado, L.P., Bluewater Carlsbad, L.P., Bluewater Carlsbad, Inc., Bluewater Avalon, Inc., Bluewater Avalon, L.P., and Richard Staunton (collectively "Defendants") in a lawsuit soon to be filed against Defendant in Orange County Superior Court (the "Action"). A copy of the proposed PAGA Representative Complaint to be filed in the Action is enclosed as **Exhibit A**.

Together with this correspondence, the enclosed Complaint serves as notice pursuant to Labor Code § 2699.3, *et seq.* that we intend to prosecute representative claims for civil penalties under the Private Attorney's General Act ("PAGA") on behalf of those of Defendant's employees employed from one year prior to filing of this Notice through trial (the "Aggrieved Employees") for the Labor Code violations asserted in the Complaint. *See* Cal. Lab. Code §§ 2699, *et seq.*

As set forth in greater detail in the Complaint, Defendant violated their obligations under the California Labor Code by (1) failing to pay minimum wage for all hours worked; (2) failing to pay required overtime pursuant to Lab. Code §§ 510, 1198 (3-4) failing to provide rest and meal breaks pursuant to Lab. Code § 226.7(b); (5) failing to pay reporting time wages pursuant to Lab. Code §§ 1198-1199; (7) failing to properly pool tips pursuant to Labor Code § 351; (6) failing to reimburse employees for business expenditures pursuant to Lab. Code §2802; and (8) failing to provide and maintain records under Lab. Code §§ 226, 432 and 1198.5 due to Defendant's practices and policies

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Please feel free to contact us with any questions.

Very truly yours,

BARAHMAND LAW GROUP

A handwritten signature in black ink, appearing to read 'Navid Barahmand', written in a cursive style.

NAVID BARAHMAND, ESQ.
Navid@barahmandlaw.com

Enclosures: Exhibit A – Draft PAGA Complaint