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David W. Slayton,
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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF LOS ANGELES, CENTRAL DISTRICT**

14 SEBASTIAN ANTONIO TAYLOR, an
15 aggrieved employee and on behalf of other
16 aggrieved employees;

17 Plaintiff,

18 vs.

19 FRC BALANCE LLC, an Arizona limited
20 liability company; and DOES 1 through 50,

21 Defendants.

Case No.: **23STCV23883**

REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF THE
CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §§ 2698,
***et seq.*)**

22 Plaintiff SEBASTIAN ANTONIO TAYLOR (“Plaintiff”), on behalf of himself as an
23 aggrieved employee, the State of California, and other aggrieved employees, hereby brings this
24 Representative Action Complaint (“Complaint”) against Defendants FRC BALANCE LLC, an
25 Arizona limited liability company, and DOES 1 to 50 inclusive (collectively “Defendants”), and on
26 information and belief alleges as follows:

27 **JURISDICTION AND VENUE**

28 1. Plaintiff brings this Complaint for recovery of civil penalties under the California
Private Attorneys General Act, California Labor Code §§ 2698, *et seq.* (“PAGA”), for Defendants’
violations of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order 4-2001

(“Wage Order 4”), including Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802. This Court has jurisdiction over Defendants’ violations of the Labor Code because the amount in controversy exceeds \$25,000.

2. Venue is proper in this judicial district because Defendants maintain offices, have agents, and/or transact business in the State of California, including Los Angeles County, and some of the acts and omissions complained of herein occurred in Los Angeles County. Furthermore, Plaintiff was employed by Defendants within Los Angeles County.

PARTIES

3. Plaintiff is, and at all times relevant herein was, an individual over the age of eighteen (18) and is a California resident. Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants' policies, practices, and/or customs complained of herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, and Wage Order 5.

4. Plaintiff is informed and believes, and based thereon alleges, that during the applicable statute of limitations for each cause of action pled herein and continuing to the present, Defendants engage in and continue to engage in business, and employed Plaintiff and other, similarly-situated non-exempt employees within Los Angeles County, and the State of California and, therefore, were (and are) doing business in Los Angeles County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, was responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and aggrieved employees to be subject to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

1 6. At all times herein mentioned, each of said Defendants participated in the doing of
2 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
3 Defendants, and each of them, were the agents, servants, and employees of each of the other
4 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
5 within the course and scope of said agency and employment.

6 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
7 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
8 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
9 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
10 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
11 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

12 8. At all times herein mentioned, Defendants, and each of them, were members of, and
13 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
14 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

15 9. At all times herein mentioned, the acts and omissions of various Defendants, and
16 each of them, concurred and contributed to the various acts and omissions of each and all of the
17 other Defendants in proximately causing the injuries and damages as herein alleged.

18 **FACTUAL ALLEGATIONS**

19 10. Defendants own and operate nine restaurants under the brand name True Food
20 Kitchen in the State of California. Plaintiff worked for Defendants as a non-exempt employee in the
21 position of dishwasher and porter at Defendants' restaurant in Pasadena from approximately April
22 20, 2023 to approximately May 25, 2023.

23 11. Labor Code §§ 1194, 1197, and Wage Order 5, § 4 entitle employees to receive no
24 less than the minimum wage fixed by the commission or by any applicable state or local law for all
25 hours worked. Labor Code §§ 510, 1198, and Wage Order 5, § 3 provide that non-exempt
26 employees are entitled to all overtime wages at the regular rate of pay. During the relevant time
27 period, Defendants' timekeeping and/or payroll policies and practices resulted in Plaintiff and other
28 aggrieved employees not being compensated for all hours actually worked. Plaintiff and other

1 aggrieved employees regularly worked more than eight hours in a workday or 40 hours in a
2 workweek. Defendants required Plaintiff and other aggrieved employees to perform work before
3 their scheduled shifts, after their scheduled shifts, and/or during off-the-clock meal breaks, and
4 failed to compensate employees for this time. For example, Plaintiff's meal periods were constantly
5 interrupted and cut short by his supervisor. As a result, Plaintiff and other aggrieved employees
6 were not compensated for all earned minimum and overtime wages.

7 12. Labor Code §§ 226.7, 512, and Wage Order 5, § 11 require employers to provide
8 non-exempt employees with compliant meal periods or pay premiums at the regular rate of
9 compensation. During the relevant time period, Defendants failed to provide Plaintiff and other
10 aggrieved employees with all legally compliant meal periods due to Defendants' meal period
11 policies/practices, which have frequently resulted in late (commencing after the fifth hour of work),
12 short (less than 30 minutes), and/or missed meal periods. Plaintiff and other aggrieved employees
13 were not able to take their legally compliant meal breaks due to work demands imposed by
14 Defendants. For example, Plaintiff's meal periods were constantly interrupted and cut short by his
15 supervisor. Defendants do not keep accurate records of Plaintiff's and other aggrieved employees'
16 hours worked, including accurate time records showing when employees take their meal periods.
17 On those occasions when Plaintiff and other aggrieved employees were not provided with all legally
18 compliant meal periods to which they were entitled, Defendants failed to compensate Plaintiff and
19 other non-exempt employees with the required meal period premium(s) for each workday there was
20 a meal period violation as mandated by Labor Code § 226.7.

21 13. Labor Code §§ 226.7 and Wage Order 5, § 12 require employers to authorize and
22 permit non-exempt employees to take compliant rest periods or pay premiums at the regular rate of
23 compensation. During the relevant time period, Plaintiff and other aggrieved employees were not
24 authorized and permitted to take all required rest periods due to Defendants' unlawful rest period
25 policies/practices, which failed to authorize and permit a net 10-minute rest period for every four
26 hours worked, or major fraction thereof. Plaintiff and other aggrieved employees were not able to
27 take their legally compliant rest breaks due to work demands imposed by Defendants. Additionally,
28 although Plaintiff and other aggrieved employees occasionally worked shifts in excess of 10 hours,

1 Plaintiff and other aggrieved employees were not authorized and permitted a third rest period during
2 shifts in excess of 10 hours. On those occasions when Plaintiff and other aggrieved employees were
3 not authorized and permitted to take all legally compliant rest periods to which they were entitled,
4 Defendants failed to compensate them with the required rest period premium(s) for each workday
5 there was a rest period violation as mandated by Labor Code § 226.7. Upon information and belief,
6 Defendants maintained no mechanism for the payment of rest period premium payments as required
7 by Labor Code § 226.7, in the event that a legally compliant rest period was not authorized and
8 permitted to their non-exempt employees.

9 14. As a result of Defendants' failure to pay all minimum and overtime wages, failure to
10 pay all meal and rest period premium wages, and unlawful timekeeping and payroll practices as
11 alleged above, Defendants maintained inaccurate payroll records and issued inaccurate wage
12 statements to Plaintiff and other aggrieved employees. As a further result of Defendants' failure to
13 pay all minimum and overtime wages, and meal and rest period premium wages, Defendants failed
14 to timely pay all final wages to Plaintiff and other aggrieved employees upon their separation of
15 employment from Defendants.

16 15. On or about July 28, 2023, Plaintiff notified Defendants via certified mail, and
17 notified the California Labor and Workforce Development Agency ("LWDA") via its website, of
18 Defendants' violations of the Labor Code and Plaintiff's intent to bring a claim for civil penalties
19 under Labor Code § 2698, *et seq.* with respect to the violations of the Labor Code identified in the
20 preceding paragraphs. Now that sixty-five (65) days have passed from Plaintiff notifying
21 Defendants and the LWDA of these violations, and the LWDA has not provided notice that it
22 intends to investigate the violations, Plaintiff has exhausted administrative requirements for
23 bringing a claim under the Private Attorneys General Act with respect to these violations.

24 **FIRST CAUSE OF ACTION**

25 **PRIVATE ATTORNEYS GENERAL ACT**

26 **(Against All Defendants)**

27 16. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
28 fully set forth herein.

1 17. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698, *et*
2 *seq.*, acting on behalf of himself and other aggrieved employees (collectively, “Aggrieved
3 Employees”), brings this representative action against Defendants to recover the civil penalties due
4 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
5 to Labor Code § 558 and § 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
6 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
7 intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25%
8 of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each
9 subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100 for each
10 initial violation and \$250 for each subsequent violation pursuant to Labor Code § 1197.1 per
11 employee per pay period; (4) \$250 for each initial violation and \$1,000 for each subsequent
12 violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code
13 section 256, a civil penalty in an amount not exceeding 30 days per former employee as waiting
14 time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and \$200 for
15 each subsequent violation per employee per pay period for those violations of the Labor Code for
16 which no civil penalty is specifically provided, based on the following Labor Code violations:

- 17 a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in
18 violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 19 b. Failing to pay Aggrieved Employees all earned overtime compensation in violation
20 of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 21 c. Failing to provide all legally required meal periods, and failure to pay meal period
22 premium wages, to Aggrieved Employees at the regular rate of compensation in
23 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 24 d. Failing to authorize and permit all legally required rest periods, and failure to pay
25 rest period premium wages, to Aggrieved Employees at the regular rate of
26 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 27 e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage
28 statements in violation of Labor Code § 226;

- 1 f. Failing to timely pay all final wages and compensation earned by Aggrieved
2 Employees at the time of separation in violation of Labor Code §§ 201-202;
3 g. Failing to pay Aggrieved Employees all earned wages at least twice during each
4 calendar month in violation of Labor Code § 204; and
5 h. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
6 of Labor Code §§ 1174 and 1198.
7 18. Plaintiff has incurred attorneys' fees and costs, which Plaintiff is entitled to receive
8 under California Labor Code § 2699(g).

9 **PRAYER FOR RELIEF**

10 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
11 this suit is brought against Defendants, as follows:

- 12 1. Upon the First Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
13 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
14 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
15 pay each employee and \$200 for each subsequent violation or willful or intentional violation
16 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
17 unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation
18 pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation
19 and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay
20 period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant
21 to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code section 256, a civil
22 penalty in an amount not exceeding 30 days per former employee as waiting time under the terms of
23 Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each subsequent
24 violation per employee per pay period for those violations of the Labor Code for which no civil
25 penalty is specifically provided;
26 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code §
27 2699(g) and Code of Civil Procedure § 1021.5; and
28 3. For such other and further relief, the Court may deem just and proper.

1 DATED: October 2, 2023

JUSTICE FOR WORKERS, P.C.



By:

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SEBASTIAN ANTONIO TAYLOR