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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Nunez, Deputy Clerk

Attorneys for Plaintiff ANGEL BRIONES as a designated Private Attorney General, pursuant to the Private Attorney General Act

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

ANGEL BRIONES, as a designated
Private Attorney General

Plaintiff,

v.

NOBU, L.A., LLC; and DOES 1 through
50, inclusive,

Defendants.

Case No.: 23STCV21803

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for Recovery of Unpaid Wages and Overtime;
2. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Meal Periods;
3. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Rest Periods;
4. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Provide Accurate Itemized Wage Statements;
5. Violation of the Private Attorneys General Act, Labor Code § 2802 for Failure to Reimburse for Necessary Expenditures; and
6. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment.

1 Plaintiff ANGEL BRIONES (“Plaintiff”) complains and alleges as follows:

2 **INTRODUCTION**

3 1. This is an action brought on behalf of state of California as a Private Attorney
4 General pursuant to the Private Attorney General Act (2004), and more specifically, Labor Code
5 §2698 et seq. as a result of one or more of the violations of the California Labor Code alleged
6 herein by Defendant NOBU L.A., LLC (“Defendant”). The term “RELEVANT TIME PERIOD”
7 or “TIME PERIOD” is defined as one (1) year and sixty-five (65) days prior to the filing of the
8 complaint. Plaintiff as a Private Attorney General, reserves the right to amend this complaint to
9 reflect a different “Time Period” as further discovery is conducted.

10 2. Plaintiff, on behalf of the State of California as a Private Attorney General seeks
11 relief against Defendant for their: (1) failure to pay all wages due, including regular and overtime
12 wages; (2) failure to provide accurate itemized wage statements; (3) failure to reimburse for
13 necessary business expenses; (4) failure to provide meal periods or compensation in lieu thereof,
14 (5) failure to provide rest periods or compensation in lieu thereof; and (6) failure to pay wages
15 due upon termination of employment.

16 3. At all relevant times herein, Defendant has consistently maintained and enforced
17 the following unlawful policies and practices against its workforce by:

- 18 (a) Willfully refusing to pay all hours worked, including both regular and overtime
19 wages;
20 (b) Willfully refusing to furnish accurate itemized wage statements upon payment of
21 wages;
22 (c) Willfully refusing to reimburse necessary business expenses;
23 (d) Willfully refusing to provide timely uninterrupted meal and rest periods or
24 adequate compensation in lieu thereof; and
25 (e) Willfully refusing to pay all wages due upon separation of employment;

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5. Venue is proper in the County of Los Angeles because Defendant, transacts business in this county, the obligations and liability arise in this county.

7. Further, there is no federal question at issue as the issues herein are based solely on California statutes and law, including the Labor Code, Code of Civil Procedure, Business and Professions Code, and California Rules of Court.

Plaintiff

Defendant

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

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

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

15 **PAGA ADMINISTRATIVE PREREQUISITE**

16 13. Plaintiff brings this case as Private Attorney General pursuant to the Private
17 Attorney General Act (2004), and mores specifically, Labor Code section 2698 et seq. seeking
18 penalties, as provided by the Private Attorney General Act, Labor Code section 2698 et seq.
19 (“PAGA”).

20 14. Prior to filing this complaint, on July 5, 2023, Plaintiff gave written notice by
21 certified electronic mail to the Labor and Workforce Development Agency (“LWDA”) and to
22 Defendant of the specified provisions alleged to have been violated, including the facts and
23 theories to support the alleged violation as required by Labor Code section 2699.3. A true and
24 correct copy of Plaintiff’s original letter sent to the LWDA is attached hereto as Exhibit A.

25 15. More than sixty-five (65) days have passed since Plaintiff submitted his July 5,
26 2023, notice to the LWDA and Defendant of the specific alleged Labor Code violations, and the
27 LWDA has not provided notice to Plaintiff of its intent to investigate such alleged violations.
28 Plaintiff further has received no notice of Defendant; intent to cure any of the alleged violations.

1 Therefore, Plaintiff has satisfied the administrative prerequisites for filing this action as a Private
2 Attorney General with regard to her July 5, 2023, PAGA notice.

3 **FACTUAL ALLEGATIONS**

4 16. This lawsuit arises out of an ongoing wrongful scheme by Defendant to deny its
5 employees the benefits due under California's wage and hour laws for work performed in
6 California. Defendant wrongfully refused to compensate its employees for minimum wages,
7 overtime compensation, provide timely uninterrupted meal and rest periods, provide accurate
8 wage statements, reimbursement and pay wages owed at the end of the employment, as required
9 under California law.

10 17. Throughout the Relevant Time Period, Defendant employed hourly non-exempt
11 positions throughout California. Defendant in compensated said positions at an hourly rate less
12 than twice that of the state minimum wage and such positions remained under the direct control
13 and supervision of Defendant. Accordingly, these positions remain non-exempt from California's
14 wage and hour laws yet Defendant failed to pay overtime, and otherwise pay all wages due to
15 these non-exempt employees as required by law.

16 18. Plaintiff is informed and believes, and based thereon alleges, that Defendant's
17 policies and practices described herein are common within the State of California.

18 19. Plaintiff is informed and believes, and based thereon alleges, that at all times
19 herein mentioned, Defendant was advised by skilled lawyers, employees and other professionals
20 who were knowledgeable about California's wage and hour laws, employment and personnel
21 practices, and the requirements of California law.

22 20. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
23 or should have known that by not compensating its employees for all hours worked, including
24 minimum, regular, and overtime wages, for work that was required to be performed was in
25 violation of the California labor code. In violation of the Labor Code and IWC Wage Orders,
26 Defendant failed to pay its employees earned wages by failing to compensate at the mandatory
27 minimum wage. Defendant also failed to pay its employees at the requisite overtime and double
28 time rate for all hours worked in excess of eight (8) hours and/or twelve (12) hours per workday.

1 21. Plaintiff alleges that Defendant failed to compensate its employees at the legally
2 mandated wage rates for all hours worked. Specifically, Defendant required Plaintiff and other
3 non-exempt employees to be subjected to COVID screening and dressed in their uniform prior to
4 clocking in for their shift and required Plaintiff and other non-exempt employees to be in uniform
5 at the time they clocked out for their shift. Accordingly, Defendant failed to compensate Plaintiff
6 and other non-exempt employees for the time spent donning and doffing Defendant's uniform or
7 maintaining Defendant's uniform. Further, Plaintiff and other non-exempt employees regularly
8 worked through meal breaks and were not paid the legally mandated minimum or overtime wages
9 for the hours they worked. Plaintiff and other non-exempt employees were harmed by
10 Defendant's failure to pay all minimum and overtime wages.

11 22. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
12 or should have known that it was required to provide its employees with itemized wage statements
13 that accurately showed their actual hours worked, total hours worked, number of hours worked at
14 each hourly rate, gross and net wages earned, and premium wages earned per pay period in
15 accordance with California law. In violation of the Labor Code, Defendant failed to provide its
16 employees with accurate itemized wage statements showing their rate of pay, the actual hours
17 worked, correct premium wages earned per pay period, as well as the total hours work per pay
18 period.

19 23. By failing to include on its wage statements all minimum wage and overtime and
20 double-time owed, Defendant failed to keep and provide accurate wage statements in violation of
21 the California labor code.

22 24. Defendant willfully failed to reimburse its employees for necessary business
23 expenses incurred during their employment with Defendant. Specifically, Defendant failed to
24 indemnify Plaintiff and other employees for expenditures they incurred on their behalf, including
25 without limitation, the reimbursement of utilizing their personal cell phones in the discharge of
26 their duties.

27 25. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
28 or should have known that its employees were entitled to timely payment of wages due upon

1 separation of employment. In violation of the Labor Code, Defendant failed to pay all wages due,
2 within permissible time periods, upon separation of employment.

3 **FIRST CAUSE OF ACTION**

4 **VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND**
5 **OVERTIME**

6 **(Plaintiff As a Private Attorney General Against All Defendants)**

7 26. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
8 complaint as if fully set forth herein.

9 27. Any work in excess of eight (8) hours in any workday and any work in excess of
10 forty (40) hours in a workweek shall be compensated at a rate of no less than one and one-half
11 (1½) times the regular rate of pay for an employee. (Labor Code § 510(a); IWC Wage Order 9-
12 2001, Sect. 3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated
13 at the rate of twice the regular rate of pay for an employee. (*Ibid.*)

14 28. Defendant's employees regularly worked over eight (8) hours per day and forty
15 (40) hours per week. Defendant failed to pay its employees minimum wage for all hours worked
16 and overtime premium for hours worked in excess of over eight (8) hours per day and/or forty
17 (40) hours per week for work performed for the Defendant. Defendant failed to compensate
18 Plaintiff and other non-exempt hourly employees for time spent off-the-clock working through
19 meal periods, donning and doffing Defendant's required work uniform and or being subjected to
20 Defendant's control for COVID screening. Plaintiff and non-exempt hourly employees were
21 required to be dressed in their uniform prior to clocking in for their shift, and were required to be
22 dressed in their uniform at the time they clocked out for their shift. Thus, time spent donning and
23 doffing the required work uniform and subjected to COVID screening was performed without
24 compensation for their time, thereby causing Plaintiff and Class Members to work without
25 compensation and in excess of eight (8) hours per day and/or forty (40) hours per week.

26 29. Since the LWDA has not indicated that it will be investigating more than sixty-
27 five (65) days since Plaintiff provided notice, and because Defendant took no corrective action to
28 remedy the allegations set forth above, Plaintiff, as a Private Attorney General, will seek any and

1 all penalties otherwise capable of being collected by the Labor Commission, the LWDA and/or
2 the Department of Labor Standards Enforcement (“DLSE”). This includes each of the following,
3 as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a),
4 applies to any alleged violation of the following provisions: 510 and 1194.

5 30. Plaintiff is informed and believes that Defendant has violated, and continues to
6 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
7 minimum wages and overtime.

8 31. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
9 penalties for each and every violation shown to exist or to have occurred during the Relevant
10 Time Period, in an amount according to proof, as to those penalties that are otherwise only
11 available to public agency enforcement actions.

12 32. Additionally, Plaintiff as a Private Attorney General are entitled to attorney’s fees
13 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
14 interest.

15 **SECOND CAUSE OF ACTION**

16 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR**
17 **COMPENSATION IN LIEU THEREOF**

18 **(Plaintiff As a Private Attorney General Against All Defendants)**

19 33. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
20 complaint as if fully set forth herein.

21 34. Labor Code sections 226.7 and 512 and IWC Wage Order 9-2001, sect. 11 provide
22 that no employer shall employ any person for a work period of more than five (5) hours without
23 providing a meal period uninterrupted by work duties of not less than thirty (30) minutes.

24 35. Labor Code section 226.7 provides that if an employer fails to provide an
25 employee with a meal period in accordance with this section, the employer shall pay the employee
26 one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal
27 period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide
28 legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not

1 relieving employees from all work duties during meal periods thereby preventing employees from
2 taking legally compliant meal periods.

3 36. At all times relevant hereto, Plaintiff and other non-exempt hourly employees have
4 worked shifts more than five (5) hours in a workday.

5 37. Plaintiff and other non-exempt hourly employees did not voluntarily or willfully
6 waive meal periods.

7 38. Pursuant to Labor Code section 226.7, Plaintiff and other non-exempt hourly
8 employees are entitled to damages in the amount equal to one (1) hour of wages at their regular
9 rate of pay for each missed meal break, in an amount to be proven at trial.

10 39. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
11 penalties for each and every violation shown to exist or to have occurred during the Relevant
12 Time Period, in an amount according to proof, as to those penalties that are otherwise only
13 available to public agency enforcement actions.

14 40. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees
15 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
16 interest.

17 **THIRD CAUSE OF ACTION**

18 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR** 19 **COMPENSATION IN LIEU THEREOF**

20 **(Plaintiff As a Private Attorney General Against All Defendants)**

21 41. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
22 complaint as if fully set forth herein.

23 42. Labor Code section 226.7 and IWC Wage Order 9-2001, section 12 provides that
24 employers authorize and permit all employees to take rest periods at the rate of ten (10) minutes
25 rest time per four (4) work hours, or major fraction thereof.

26 43. Labor Code section 226.7, subdivision (b) provides that if an employer fails to
27 provide and employee rest periods in accordance with this section, the employer shall pay the
28 employee one (1) hour of pay at the employees' regular rate of compensation for each workday

1 that the rest period is not provided. Plaintiff and other employees consistently worked over four
2 (4) hours per shift with no rest breaks, due to Defendant's uniform policies and practices.

3 44. As described above, Defendant failed to reasonably make available rest breaks to
4 Plaintiff and other non-exempt hourly employees throughout the Relevant Time Period.

5 45. Plaintiff, as a Private Attorney General, will and does seek to recover any and all
6 penalties for each and every violation shown to exist or to have occurred during the Relevant
7 Time Period, in an amount according to proof, as to those penalties that are otherwise only
8 available to public agency enforcement actions.

9 46. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees
10 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
11 interest.

12 **FOURTH CAUSE OF ACTION**

13 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED** 14 **WAGE STATEMENTS**

15 **(Plaintiff As a Private Attorney General Against All Defendants)**

16 47. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
17 complaint as if fully set forth herein.

18 48. Labor Code section 226, subdivision (a), states in pertinent part that, "every
19 employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her
20 employees, either as a detachable part of the check, draft, or voucher paying the employee's
21 wages, or separately when wages are paid by personal check or cash, an accurate itemized
22 statement in writing showing: (1) gross wages earned; (2) total hours worked by the employee . .
23 . ; (3) the number of piece-rate units earned . . . ; (4) all deductions . . . ; (5) net wages; (6) the
24 inclusive dates of the period for which the employee is paid; (7) the name of the employee and
25 only the last four digits of his or her social security number or an employee identification number
26 other than a social security number; (8) the name and address of the legal entity that is the
27 employer . . . ; and (9) all applicable hourly rates in effect during the pay period and corresponding
28 number of hours worked at each hourly rate by the employee..." (Lab. Code, § 226.)

1 49. Defendant knowingly and intentionally failed to provide timely and accurate
2 itemized wage statements to its employees in accordance with Labor Code section 226,
3 subdivision (a), by failing to record the accurate number of hours worked, the accurate rate of pay
4 for each hour worked, the accurate amount of premiums wages earned, the accurate net pay, and
5 the accurate gross pay. Such failure caused injury to its employees in violation of the California
6 labor code.

7 50. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
8 Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover any
9 and all penalties for each and every violation shown to exist or to have occurred during the
10 Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise
11 only available to public agency enforcement actions. Funds recovered will be distributed in
12 accordance with the PAGA.

13 51. Additionally, Plaintiff is entitled to attorneys' fees and costs pursuant to Labor
14 Code section 2699, subdivision (g)(1), and prejudgment interest.

15 **FIFTH CAUSE OF ACTION**

16 **VIOLATION OF PAGA FOR FAILURE TO REIMBURSE**

17 **NECESSARY BUSINESS EXPENDITURES**

18 **(Plaintiff As a Private Attorney General Against All Defendants)**

19 52. Plaintiff realleges and incorporates by reference the allegations in the preceding
20 paragraphs.

21 53. Labor Code section 2802 states that "An employer shall indemnify his or her
22 employee for all necessary expenditures or losses incurred by the employee in direct consequence
23 of the discharge of his or her duties...."

24 54. Defendant failed to reimburse its employees for necessary expenditures as a direct
25 consequence of the discharge of their duties.

26 55. Defendant knowingly, willingly, and intentionally attempted to offset the cost of
27 doing business on its employees in violation of the California labor code.
28

1 56. Defendant has a corporate practice and policy of requiring its employees to
2 shoulder the burden of Defendant's cost of doing business by failing to reimburse its employees
3 for necessary business expenditures, specifically requiring employees to utilize their personnel
4 cell phones in direct consequence of the discharge of their duties to Defendant.

5 57. Plaintiff acting as a Private Attorney General pursuant to the Private Attorney
6 General Act (2004), and more specifically, Labor Code section 2698, will and does seek to
7 recover any and all penalties for each and every violation shown to exist or to have occurred
8 during the Relevant Time Period, in an amount according to proof, as to those penalties that are
9 otherwise only available to public agency enforcement actions. Funds recovered will be
10 distributed in accordance with the PAGA.

11 58. Accordingly, Plaintiff entitled to attorneys' fees and costs pursuant to Labor Code
12 section 2699, subdivision (g)(1), and prejudgment interest.

13 **SIXTH CAUSE OF ACTION**

14 **VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON**
15 **TERMINATION OF EMPLOYMENT**

16 **(Plaintiff As a Private Attorney General Against All Defendants)**

17 59. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
18 complaint as if fully set forth herein.

19 60. Employees who ended their employment with Defendant during the Relevant
20 Time Period, were entitled to be promptly paid all wages owed, including both minimum wage
21 and lawful overtime compensation and other premiums, as required by Labor Code sections 201
22 and 203.

23 61. Defendant refused and/or failed to promptly compensate its employees for wages
24 owed as a result of Defendant's failure to properly pay meal and rest break premiums, and
25 minimum and overtime compensation owed for work performed for Defendant.

26 62. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
27 Act (2004, and more specifically, Labor Code §2698 et seq, will seek any and all penalties
28 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes

each of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203, 226, 226.7, 510, 512, 1174, 1194, and 2802.

63. Plaintiff, as a personal representative of the general public, will and does seek to recover any and all penalties for each and every violation shown to exist or to have occurred during the Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise only available to public agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA.

64. Additionally, Plaintiff as a Private Attorney General is entitled to attorneys' fees and costs pursuant to Labor Code section 2699, subdivision (g)(1), and prejudgment interest.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff as a Private Attorney General pray for judgment as follows:

1. For civil penalties for each violation as provided by law, including, but not limited to, those civil penalties provided by PAGA;
2. For costs of suit and expenses incurred herein pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis or pursuant to the California Rules of Court;
3. For reasonable attorneys' fees pursuant to Labor Code section 2699, subdivision (g), and any other statutory basis; and
4. For all such other and further relief as the Court may deem just and proper.

Dated: September 11, 2023

MAHONEY LAW GROUP, APC



Kevin Mahoney, Esq.
John A. Young, Esq.
Attorneys for Plaintiff ANGEL BRIONES