

Assigned for All Purposes
Judge David A. Hoffer
CX-103

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

ANGEL FIDERIO, as a designated
Private Attorney General, pursuant to the
Private Attorney General Act,

Plaintiff,

v.

LAZY DOG FAMILY, LLC; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 30-2026-01570701-CU-OE-CXC

COMPLAINT FOR DAMAGES

1. Violation of the Private Attorneys General Act, Labor Code §2698 et seq. for 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 §2698 et seq for Failure to Pay Wages Due Upon Termination of Employment; and
6. Violation of the Private Attorneys General Act, Labor Code §2698 et seq for Failure to Reimburse for Necessary Business Expenditures.

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

2 **INTRODUCTION**

3 1. This is an action brought on behalf of state of California, not as an individual, as a
4 Private Attorney General pursuant to the Private Attorney General Act (2004), and more
5 specifically, Labor Code §2698 et seq. as a result of one or more of the violations of the California
6 Labor Code alleged herein by Defendant LAZY DOG FAMILY, LLC (“Defendant”). The term
7 “RELEVANT TIME PERIOD” or “TIME PERIOD” is defined as one (1) year and sixty-five (65)
8 days prior to the filing of the complaint. Plaintiff as a Private Attorney General, reserves the right
9 to amend this complaint to 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 its: (1) failure to pay all wages due, including minimum and overtime
12 wages; (2) statements failure to provide meal periods or compensation in lieu thereof, (3) failure
13 to provide rest periods or compensation in lieu thereof, (4) failure to provide accurate itemized
14 wage statements; (5) failure to pay wages due upon termination of employment; and (6) failure
15 to reimburse for necessary business expenses.

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

26 **JURISDICTION AND VENUE**

27 4. This Court has subject matter jurisdiction over the causes of action alleged in this
28 complaint because the Court is a court of general subject matter jurisdiction and is not otherwise

1 excluded from exercising subject matter jurisdiction over said causes of action.

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

4 6. The California Superior Court has jurisdiction in the matter, because of any alleged
5 civil penalties are under the seventy-five thousand dollars (\$75,000.00) jurisdictional threshold
6 for Federal Court and this action seeks recovery of civil penalties. Plaintiff is a resident of and/or
7 domiciled in the County of Orange, State of California.

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

11 **THE PARTIES**

12 **Plaintiff**

13 8. Plaintiff was employed by Defendant beginning in or around July 2025, until in or
14 about February 2026. At all relevant times herein, Plaintiff was employed by Defendant in a paid
15 hourly non-exempt position.

16 **Defendant**

17 9. Plaintiff is informed and believes and based thereon allege that Defendant
18 conducts a substantial amount of business in California and is headquartered in Torrance,
19 California.

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

25 11. Plaintiff is informed believes, and thereon alleges, that each Defendant acted in all
26 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
27 business plan, or policy in all respects pertinent hereto, and the acts of each Defendant are legally
28 attributable to the other Defendants. Furthermore, Defendants operate as a joint venture and/or

1 single business enterprise, integrated enterprise and/or are agents of one another, are alter egos,
2 joint employers and conspire with one another to increase profits by engaging in the conduct
3 described in this complaint.

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

11 **PAGA ADMINISTRATIVE PREREQUISITE**

12 13. Plaintiff brings this case as Private Attorney General pursuant to the Private
13 Attorney General Act (2004), and more specifically, Labor Code section 2698 et seq. seeking
14 penalties, as provided by the Private Attorney General Act, Labor Code section 2698 et seq.
15 (“PAGA”).

16 14. Prior to filing this complaint, on February 27, 2026, Plaintiff gave written notice
17 by certified electronic mail to the Labor and Workforce Development Agency (“LWDA”) and to
18 Defendant of the specified provisions alleged to have been violated, including the facts and
19 theories to support the alleged violation as required by Labor Code section 2699.3. A true and
20 correct copy of Plaintiff’s original letter dated February 27, 2026, sent to the LWDA on February
21 27, 2026, is attached hereto as Exhibit A.

22 15. More than sixty-five (65) days have passed since Plaintiff submitted his notice to
23 the LWDA and Defendant of the specific alleged Labor Code violations, and the LWDA has not
24 provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff further has
25 received no notice of Defendant; intent to cure any of the alleged violations. Therefore, Plaintiff
26 has satisfied the administrative prerequisites for filing this action as a Private Attorney General
27 with regard to Plaintiff’s PAGA notice.

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1 **FACTUAL ALLEGATIONS**

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

8 17. Throughout the Relevant Time Period, Defendant employed hourly non-exempt
9 positions throughout California. Defendant failed to include all paid to all hourly non-exempt
10 employees all wages owed to non-exempt hourly employees they were subject to Defendant's
11 control. Specifically, Defendant did not pay non-exempt hourly employees for work performed
12 prior to clocking-in, during their meal periods while off-the-clock, and after clocking-out.

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

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

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

27 21. Plaintiff alleges that Defendant failed to compensate its employees at the legally
28 mandated wage rates for all hours worked. Specifically, Defendant failed to pay Plaintiff and

1 other non-exempt hourly employees earned wages by failing to pay for all hours worked and
2 failing to pay for all hours worked and the proper overtime rate of pay, among other things.
3 Plaintiff and other non-exempt hourly employees were frequently required to clock out for their
4 meal period and continue to attend to patrons, clean, amongst other responsibilities. Further,
5 Defendant failed or refused to provide premium compensation to Plaintiff and other non-exempt
6 hourly employees for all late meal periods, short meal periods, and all missing meal periods.

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

15 23. By failing to include on its wage statements all minimum wage and overtime owed,
16 Defendant failed to keep and provide accurate wage statements in violation of the California labor
17 code.

18 24. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
19 or should have known that its employees were entitled to timely payment of wages due upon
20 separation of employment. In violation of the Labor Code, Defendant failed to pay all wages due,
21 within permissible time periods, upon separation of employment.

22 **FIRST CAUSE OF ACTION**

23 **VIOLATION OF PAGA FOR RECOVERY OF UNPAID MINIMUM WAGE AND**
24 **OVERTIME**

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

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

28 26. Any work in excess of eight (8) hours in any workday and any work in excess of

1 forty (40) hours in a workweek shall be compensated at a rate of no less than one and one-half
2 (1 & ½) times the regular rate of pay for an employee. (Labor Code § 510(a); IWC Wage Order
3 9-2001, Sect. 3(A).) Any work in excess of twelve (12) hours in a workday shall be compensated
4 at the rate of twice the regular rate of pay for an employee. (*Ibid.*)

5 27. Defendant's employees regularly worked over eight (8) hours per day and forty
6 (40) hours per week. Defendant failed to pay its employees minimum wage for all hours worked
7 and overtime premium for hours worked in excess of over eight (8) hours per day and/or forty
8 (40) hours per week for work performed for the Defendant. Non-exempt hourly employees were
9 obligated to work off-the-clock as a result of Defendant's failure to adequately staff employees
10 as described above.

11 28. Since the LWDA has not indicated that it will be investigating more than sixty-
12 five (65) days since Plaintiff provided notice, and because Defendant took no corrective action to
13 remedy the allegations set forth above, Plaintiff, as a Private Attorney General, will seek any and
14 all penalties otherwise capable of being collected by the Labor Commission, the LWDA and/or
15 the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following,
16 as set forth in Labor Code section 2699.5, which provides that section 2699.3, subdivision (a),
17 applies to any alleged violation of the following provisions: 510 and 1194.

18 29. Plaintiff is informed and believes that Defendant have violated, and continues to
19 violate, provisions of the Labor Code and applicable Wage Orders related to the payment of
20 minimum wages and overtime.

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

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

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SECOND CAUSE OF ACTION
VIOLATION OF PAGA FOR FAILURE TO PROVIDE MEAL PERIODS OR
COMPENSATION IN LIEU THEREOF
(Plaintiff As a Private Attorney General Against All Defendants)

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

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

34. Labor Code section 226.7 provides that if an employer fails to provide an employee with a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this section. Plaintiff alleges Defendant failed to provide legally compliant meal periods in addition to impeding, discouraging, dissuading and/or not relieving employees from all work duties during meal periods thereby preventing employees from taking legally compliant meal periods.

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

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

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

38. Plaintiff, as a Private Attorney General, 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.

39. Additionally, Plaintiff as a Private Attorney General are entitled to attorney's fees

1 and costs pursuant to Labor Code sections 2699, subdivision (g)(1), 218.5, 1194, and prejudgment
2 interest.

3 **THIRD CAUSE OF ACTION**

4 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE REST PERIODS OR**
5 **COMPENSATION IN LIEU THEREOF**

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

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

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

12 42. Labor Code section 226.7, subdivision (b) provides that if an employer fails to
13 provide and employee rest periods in accordance with this section, the employer shall pay the
14 employee one (1) hour of pay at the employees' regular rate of compensation for each workday
15 that the rest period is not provided. Plaintiff and other employees consistently worked over four
16 (4) hours per shift with no rest breaks, due to Defendant's uniform policies and practices.

17 43. As described above, as a result of Defendant failed to reasonably make available
18 rest breaks to Plaintiff and other non-exempt hourly employees throughout the Relevant Time
19 Period.

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

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

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1 **FOURTH CAUSE OF ACTION**

2 **VIOLATION OF PAGA FOR FAILURE TO PROVIDE ACCURATE ITEMIZED**
3 **WAGE STATEMENTS**

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

5 46. Plaintiff realleges and incorporates by reference the preceding paragraphs of this
6 complaint as if fully set forth herein.

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

18 48. Defendant knowingly and intentionally failed to provide timely and accurate
19 itemized wage statements to its employees in accordance with Labor Code section 226,
20 subdivision (a), by failing to record the accurate number of hours worked, the accurate rate of pay
21 for each hour worked, the accurate amount of premiums wages earned, the accurate net pay, and
22 the accurate gross pay. Such failure caused injury to its employees in violation of the California
23 labor code.

24 49. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
25 Act (2004), and more specifically, Labor Code section 2698, will and does seek to recover any
26 and all penalties for each and every violation shown to exist or to have occurred during the
27 Relevant Time Period, in an amount according to proof, as to those penalties that are otherwise
28 only available to public agency enforcement actions. Funds recovered will be distributed in

1 accordance with the PAGA.

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

4 **FIFTH CAUSE OF ACTION**

5 **VIOLATION OF PAGA FOR FAILURE TO PAY WAGES DUE UPON**

6 **TERMINATION OF EMPLOYMENT**

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

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

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

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

17 54. Plaintiff, as a Private Attorney General pursuant to the Private Attorney General
18 Act (2004, and more specifically, Labor Code §2698 et seq, will seek any and all penalties
19 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
20 each of the following, as set forth in Labor Code section 2699.5, which provides that section
21 2699.3, subdivision (a), applies to any alleged violation of the following provisions: 201-203,
22 226, 226.7, 510, 512, 1174, and 1194.

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

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

3 **SIXTH CAUSE OF ACTION**

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

5 **NECESSARY BUSINESS EXPENDITURES**

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

7 57. Plaintiff realleges and incorporates by reference the allegations in the preceding
8 paragraphs.

9 58. Labor Code section 2802 states that "An employer shall indemnify his or her
10 employee for all necessary expenditures or losses incurred by the employee in direct
11 consequence of the discharge of his or her duties..."

12 59. Defendant failed to reimburse its employees for necessary expenditures as a
13 direct consequence of the discharge of their duties.

14 60. Defendant knowingly, willingly, and intentionally attempted to offset the cost of
15 doing business on its employees in violation of the California Labor Code.

16 61. Defendant has a corporate practice and policy of requiring its employees to
17 shoulder the burden of Defendant's cost of doing business by failing to reimburse its employees
18 for necessary business expenditures, specifically requiring employees to maintain Defendant's
19 uniforms at their own expense.

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

26 63. Accordingly, Plaintiff entitled to attorneys' fees and costs pursuant to Labor Code
27 section 2699, subdivision (g)(1), and prejudgment interest.

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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.

MAHONEY LAW GROUP, APC


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

EXHIBIT A



John Young, Esq.
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February 27, 2026

VIA ONLINE SUBMISSION

LABOR AND WORKFORCE DEVELOPMENT AGENCY
Dir.govfa.net/411

VIA U.S. MAIL & CERTIFIED MAIL

Certified Mail No.: 7015 0640 0001 9769 1978

Return Receipt Requested

Lazy Dog Family, LLC
101 Shipyard Way, Suite B
Newport Beach, CA 92663

VIA U.S. MAIL & CERTIFIED MAIL

Certified Mail No.: 7015 0640 0001 9769 1985

Return Receipt Requested

Lazy Dog Family, LLC
ATTN: Amanda Garcia
330 N. Brand Blvd.
Glendale, CA 91203

Re: Angel Fiderio v. Lazy Dog Family, LLC

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency; Lazy Dog Family, LLC

From: Angel Fiderio, on behalf of herself and other aggrieved employees who were subject to the Lazy Dog Family, LLC's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Angel Fiderio ("Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 *et seq.* ("PAGA"), on behalf of herself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

Lazy Dog Family, LLC is a full-service restaurant (hereinafter “Employer.”) Employee began her employment with Employer in or around 2025 as an hourly non-exempt employee, specifically, a non-exempt hourly employee, where she remained employed through January 2026.

Employee alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 226, 226.7, 227.3, 510, 512, 1174, 1194 and 2802 by failing to provide Employee and all other aggrieved employees with meal and rest periods and premium pay, failing to pay all wages owed, including minimum wage and overtime, failing to provide lawful meal and rest periods, failing to provide accurate wage statements and maintain accurate payroll records, and failing to provide all wages earned at end of employment and failing to reimburse for necessary business expenditures. Employee and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt positions in California during the liability period of one year prior to the filing of a complaint alleging a PAGA cause of action (“aggrieved employees”).

Employer failed to pay Employee and other aggrieved employees for all hours worked at the legally mandated wage rates. Throughout Employee’s employment, Employer failed to compensate Employee for all hours worked including, minimum wage and overtime. Specifically, Employer would not pay for all hours worked wherein Employee and aggrieved employees were required to perform work responsibilities while off-the-clock during meal periods and pre/post shift work. As a result, employee’s wage statements do not reflect their complete time worked, impacting overtime and meal breaks in the process.

Employee alleges that she and other aggrieved employees were not compensated with premium pay for every compliant meal period and rest period that was not provided. Specifically, Employer failed to provide adequate staffing to relieve Employee and aggrieved employees of all work responsibilities to permit them to take timely uninterrupted meal and rest periods. In addition, Employee and aggrieved employees were required work over five (5) hours without a work-free meal period and or rest period. Employer’s conduct is actionable under PAGA as violations of Labor Code sections 226.7 and 512.

As a result of Employer’s failure to pay all wages owed as described herein, Employer further failed to keep accurate payroll records and failed to provide Employee and other aggrieved employees with complete and accurate wage statements showing the actual hours worked and premium wages earned per pay period. This conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA.

By failing to include all rest and meal break premium wages, and full compensation for all hours worked, on Employee and other aggrieved employees’ pay stubs, Employer failed to keep accurate payroll records and failed to provide Employee and other aggrieved employees with complete and accurate wage statements with the accurate number of hours worked, accurate rate of pay for each hour worked, accurate number of premium wage earned, accurate reimbursements owed, and accurate net and gross wages earned. This conduct is in violation of Labor Code sections

226 and 1174 and is actionable under PAGA.

As a further result of Employer's failure to pay all wages owed as described herein, Employers also violated Labor Code sections 201, 202, and 203, due to its uniform policy, practice, and procedure of failing to pay all wages earned to former employees at the time their employment ended.

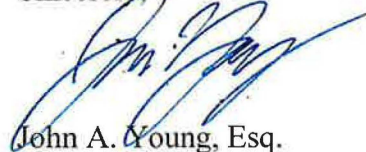
Furthermore, Employer failed to reimburse Employee and other aggrieved employees for necessary business expenses. Specifically, Employer required Employee and other aggrieved employees to shoulder the burden of the upkeep of their uniforms which contained logos. Employer was required to reimburse Employee and other aggrieved employees for the upkeep of their Employer mandated uniforms as required under Labor Code 2802.

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Employee becomes aware of additional compensation owed or losses incurred by Employee or by any other aggrieved employee of the Employer, Employee expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

Employee will bring her lawsuit on behalf of herself and all other aggrieved employees who were employed by Employer. Please advise Mahoney Law Group at the address below if the LWDA has any objection to my client including PAGA claims in her complaint. We look forward to your response, and please feel free to contact our office if you have any questions, comments or concerns.

Mahoney Law Group, APC
John A. Young
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: jyoung@mahoney-law.net

Sincerely,



John A. Young, Esq.

MAHONEY LAW GROUP, APC