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FILED
Superior Court of California
County of Los Angeles
06/05/2026
David W. Slayton, Executive Officer / Clerk of Court
By: M. Strano Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

GARRET WILLIAMS, individually and on behalf of all others similarly situated,

Plaintiff,

v.

DCB HOSPITALITY GROUP LLC, a California Limited Liability Company; FORTY TWO RODEO, LLC, a California Limited Liability Company; and DOES 1 through 10, inclusive,

Defendants.

Case No. 26STCV10842

FIRST AMENDED CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT

1. **FAILURE TO PAY MINIMUM AND/OR REGULAR WAGES**
2. **FAILURE TO PAY OVERTIME WAGES**
3. **FAILURE TO PROVIDE MEAL PERIODS**
4. **FAILURE TO PROVIDE REST PERIODS**
5. **FAILURE TO REIMBURSE BUSINESS EXPENSES**
6. **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
7. **FAILURE TO TIMELY PAY WAGES DUE AT SEPARATION**
8. **VIOLATION OF THE UNFAIR COMPETITION LAW**
9. **VIOLATION OF PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**

DEMAND FOR JURY TRIAL

Plaintiff Garret Williams ("Plaintiff"), individually and on behalf of all others similarly situated, brings this Class Action and Representative Action Complaint against DCB HOSPITALITY GROUP LLC, FORTY TWO RODEO, LLC and DOES 1 through 10, inclusive (collectively, "Defendants"), and on information and belief alleges as follows:

PARTIES

1. Plaintiff Garret Williams is over the age of eighteen (18) and is a resident within Los Angeles County, California. Plaintiff worked in Los Angeles County for Defendants as a non-exempt hourly-paid server from approximately July 2022 through October 2025, at The Hideaway restaurant located in Beverly Hills, California.

2. Upon and information and belief, Defendant DCB HOSPITALITY GROUP LLC is registered as a Limited Liability Company with the California Secretary of State. DCB HOSPITALITY GROUP LLC primarily operates in the Hotel or Motel Management business within Los Angeles County.

3. Upon and information and belief, Defendant FORTY TWO RODEO, LLC is registered as a Limited Liability Company with the California Secretary of State. FORTY TWO RODEO, LLC serves as a vehicle for private investment into the restaurant business within Los Angeles County.

4. Upon and information and belief, Defendant FORTY TWO RODEO, LLC owns and operates The Hideaway restaurant located at 421 N. Rodeo Drive, Beverly Hills, California 90210.

5. Upon and information and belief, Defendant FORTY TWO RODEO, LLC is part of or is managed by Defendant DCB HOSPITALITY GROUP LLC.

6. Does 1 through 10, inclusive, are persons or entities whose true names and identities are now unknown to Plaintiff, and who are sued by such fictitious names. Plaintiff will amend this complaint to allege their true names and capacities when known. Plaintiff is informed and believes each Doe defendant is the agent, representative, or parent or subsidiary corporation of Defendants FORTY TWO RODEO, LLC and DCB HOSPITALITY GROUP LLC is responsible in some manner for the occurrences, events, transactions, and injuries

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alleged, and that harm suffered by Plaintiff and the proposed Class was proximately caused by them in addition to Defendants FORTY TWO RODEO, LLC and DCB HOSPITALITY GROUP LLC.

7. Plaintiff alleges each of the Defendants, including Defendants FORTY TWO RODEO, LLC and DCB HOSPITALITY GROUP LLC and the Doe defendants, acted in concert with each and every other Defendant, intended to and did participate in the events, acts, practices, and courses of conduct alleged, and was a proximate cause of damage and injury to Plaintiff.

8. At all relevant times each Defendant was the agent or employee of each of the other Defendants and was acting within the course and scope of such agency or employment.

JURISDICTION AND VENUE

9. Venue as to each Defendant is proper in this judicial district. Code of Civil Procedure § 395. Defendants conduct business in Los Angeles County and each Defendant is within this Court's jurisdiction for service of process. The unlawful acts alleged directly affect Plaintiff and other Class Members within Los Angeles County and California. There is no federal question at issue for removal, as the issues are based solely on California law, including the Labor Code, Business and Professions Code, and the Code of Civil Procedure.

10. No federal jurisdiction exists to remove this action to federal court. No federal question is at issue, as the issues are based solely on California law, including the Labor Code, IWC Wage Orders, Code of Civil Procedure, and Business and Professions Code. No diversity jurisdiction exists sufficient for removal to federal court under 28. U.S.C. §§ 1332(a) or 1332(d) because Class Members' individual amounts in controversy do not exceed $75,000 and the class amount in controversy does not exceed $5,000,000.

11. PAGA civil penalty actions are not subject to federal jurisdiction and are not subject to removal. 28 U.S.C. §§ 1332(a)-(d).

FACTUAL ALLEGATIONS

12. At all relevant times, Plaintiff, other Class Members, and other aggrieved employees worked for Defendants in California, and Defendants conducted business in

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California.

13. Plaintiff worked for Defendants as a non-exempt hourly-paid server between July 2022 through October 2025 at The Hideaway restaurant located in Beverly Hills, California.

14. Defendants failed to provide Plaintiff, other Class Members, and other aggrieved employees all required wages owed, including for all work performed and time subject to Defendants' control resulting in off-the-clock work. For a substantial portion of the class period, Defendants required Plaintiff, other Class members, and other aggrieved employees to perform work after clocking out, without compensation. Specifically, Defendants instructed Plaintiff, other Class Members, and other aggrieved employees to clock out and then complete post-shift duties and documentation, which typically took approximately 30 to 45 minutes. These tasks included counting cash, calculating shares, and distributing envelopes to other staff (such as hosts and bartenders), and often involved completing any remaining closing duties. Plaintiff, other Class Members, and other aggrieved employees were not paid for this time.

15. By implementing policies, programs, practices, procedures and protocols which resulted in off-the-clock work, Defendants' willful actions resulted in the systematic underpayment of wages to Plaintiff, other Class Members, and other aggrieved employees, including underpayment of minimum, regular and overtime pay over the relevant time period. These policies and practices result in employees working off the clock in violation of California law. As a result of the above described requirements to work off the clock by Defendants, and the other wage violations they endured at Defendants' hands, Plaintiff, other Class Members, and other aggrieved employees were not properly paid all wages earned and all wages owed to them by Defendants, including when working more than eight (8) hours in any given day and/or more than forty (40) hours in any given week.

16. Defendants failed to provide Plaintiff, other Class Members, and other aggrieved employees with legally required meal periods, in violation of California law. Upon clocking in at the beginning of the evening shifts, Plaintiff, other Class Members, and other aggrieved employees were immediately made by Defendants to clock out and take an early meal period,

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which was then followed by over seven hours of straight work without an additional meal period. Plaintiff, other Class Members, and other aggrieved employees were not paid meal break premiums for these non-compliant meal breaks.

17. Defendants also failed to authorize and permit rest periods for Plaintiff, other Class Members, and other aggrieved employees, in violation of California law. Rest breaks were not included in Plaintiff's work schedules and required prior manager approval. Moreover, the demanding nature of work made it practically impossible for Plaintiff, other Class Members, and other aggrieved employees to take a 10-minute, off-duty rest period for every four hours worked or major fraction thereof. As a result, Plaintiff, other Class Members, and other aggrieved employees were often denied their legally mandated rest periods. Plaintiff, other Class Members, and other aggrieved employees were not compensated with rest break premiums for all missed or non-compliant rest breaks.

18. Defendants required Plaintiff, other Class Members, and other aggrieved employees to use personal cell phones to keep in contact with Defendants for work-related instructions and questions. These requirements imposed an unreimbursed financial burden on Plaintiff, other Class Members, and other aggrieved employees, including costs for data usage, minutes, and maintenance necessary to comply with Defendants' communication demands.

19. As a result of the above violations, Defendants willfully failed to maintain accurate records, provide accurate, itemized wage statements, and complete, accurate, and timely final wages, to Plaintiff, other Class Members, and other aggrieved employees.

20. Plaintiff, individually and on behalf of all others similarly situated, also seeks injunctive relief, restitution, and disgorgement of all benefits obtained by Defendants as a result of violations alleged. Business and Professions Code §§ 17200, *et seq.*

EXHAUSTION OF PAGA NOTICE REQUIREMENT

21. Plaintiff exhausted the notice requirement by filing a complaint with the Labor and Workforce Development Agency ("LWDA") in his letter dated March 31, 2026, as required under the California Labor Code Private Attorneys General Act ("PAGA"). A true and correct copy of Plaintiff's letter is attached as **Exhibit A** and is incorporated by reference.

22. The LWDA did not assume jurisdiction over the applicable penalty claims alleged; therefore, Plaintiff has exhausted the procedural requirement under the PAGA to pursue any and all penalty claims as provided under the PAGA.

CLASS ACTION ALLEGATIONS

23. Plaintiff seeks to represent a Class defined as:

> **Class or Class Members**
> All current and former, hourly-paid, non-exempt Servers and Waitstaff, and other non-exempt employees who performed similar job duties, employed by Defendants at The Hideaway restaurant located at 421 N. Rodeo Drive, Beverly Hills, California 90210, during the four years before the filing of this Complaint through the date of trial.

24. Plaintiff seeks to certify a subclass defined as:

> **"Unpaid Wage Subclass"**
> All Class Members who worked at least one shift less than eight (8) hours per day or forty (40) hours in one week.

25. Plaintiff seeks to certify a subclass defined as:

> **"Overtime Wages Subclass"**
> All Class Members who worked at least one shift longer than eight (8) hours per day or forty (40) hours in one week.

26. Plaintiff seeks to certify a subclass defined as:

> **"Meal Period Subclass"**
> All Class Members who worked at least one shift longer than five (5) hours in a workday.

27. Plaintiff seeks to certify a subclass defined as:

> **"Rest Period Subclass"**
> All Class Members who worked at least one shift longer than three and one-half (3.5) hours in a workday.

28. Plaintiff seeks to certify a subclass defined as:

> **"Expense Reimbursement Subclass"**
> All Class Members who in performance of their work duties for Defendants incurred business expenses.

29. Plaintiff seeks to certify a subclass defined as:

> **"Wage Statement Subclass"**
> All Class Members who received one or more itemized wage statements from Defendants.

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30. Plaintiff seeks to certify a subclass defined as:

> **<u>"Waiting Time Subclass"</u>**
> All Class Members whose working relationship with Defendants ended at any time during the three years preceding the filing of this Complaint.

31. Plaintiff seeks to certify a subclass defined as:

> **<u>"UCL Subclass"</u>**
> All Class and Subclass Members who were subject to Defendants' unlawful or unfair business acts or practices.

32. Plaintiff reserves the right to amend or modify the Class description, including by division into subclasses or limitation to particular issues. California Rule of Court 3.765(b).

33. **<u>Commonality</u>**: This action has been brought and may be maintained as a class action pursuant to Code of Civil Procedure section 382 because there is a well-defined common interest of many persons and it is impractical to bring them all before the court.

34. **<u>Ascertainable Class</u>**: The proposed Class and Subclasses are ascertainable because they can be identified and located using Defendants' payroll and personnel records.

35. **<u>Numerosity</u>**: The potential members of the Class and Subclasses as defined are so numerous that joinder of all members would be unfeasible and impractical. The disposition of their claims through this class action will benefit the parties and this Court. The number of members of the Class and Subclasses is unknown to Plaintiff, but is estimated to be at least 100 individuals. The number and identity of members can be readily ascertained using Defendants' records.

36. **<u>Typicality</u>**: The claims of Plaintiff are typical of the claims of all members of the Class and Subclasses because all members of the Class and Subclasses sustained similar injuries and damages caused by Defendants' common course of conduct in violation of law.

37. **<u>Adequacy</u>**: Plaintiff is an adequate representative of the Class and Subclasses, will fairly protect the interests of the Class and Subclass Members and has no interests antagonistic to them, and will vigorously pursue this suit. Plaintiff's attorneys are competent, skilled, and experienced in litigating large employment law class actions.

38. **<u>Superiority</u>**: A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not

practicable, and questions of law and fact common to the Class predominate over questions affecting only individual Class Members. A Class action will allow those similarly situated to litigate their claims in the most efficient and economical manner for the parties and the judicial system. Plaintiff is unaware of any difficulties likely to be encountered in the management of this action that precludes its maintenance as a class action.

39. The predominating common questions of law and fact include:

a. Whether Defendants have a policy and practice of failing to pay wages, including straight, minimum and overtime, for work performed, or time under their control, outside of time clocked in;

b. Whether Defendants have a policy and practice of paying less than minimum wages for all time worked or under Defendants' control;

c. Whether Defendants have a policy or practice of failing pay overtime compensation for all overtime hours;

d. Whether Defendants have a policy or practice of failing to provide compliant meal periods;

e. Whether Defendants have a policy or practice of failing to authorize or permit compliant rest periods;

f. Whether Defendants have a policy or practice of failing to reimburse business expenses;

g. Whether Defendants have a policy or practice of failing to provide accurate itemized wage statements;

h. Whether the Class and Waiting Time Subclass Members are entitled to waiting time penalties under Section 203;

i. Whether Defendants violated Sections 17200, *et seq.* of the Business and Professions Code; and

j. Whether the Class and Subclasses are entitled to equitable relief pursuant to Business and Professions Code, sections 17200, *et seq.*

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CAUSES OF ACTION

FIRST CAUSE OF ACTION
Failure to Pay Minimum and/or Regular Wages
(By Plaintiff and each Unpaid Wages Subclass Member)

40. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth in this Complaint.

41. The California Labor Code establishes the fundamental right of all employees in the State of California to be paid wages in a timely fashion for their work. An employer may not pay employees less than the applicable minimum wage for all hours worked. Defendants are required to pay Plaintiff, and the members of the Class, for all hours worked, meaning the time which an employee is subject to the control of the employer.

42. Labor Code section 218 provides, in pertinent part, that "[n]othing in this article [California Labor Code, Division 2, Part 1, Chapter 1 – Payment of Wages, Article 1] shall limit the right of any wage claimant to sue directly or through an assignee for any wages or penalty due to them under this article."

43. Pursuant to the applicable Industrial Wage Order, Defendants are required to pay Plaintiff, and the members of the Class, for all hours worked, meaning the time which an employee is subject to the control of the employer.

44. At all relevant times during the Class Period, Defendants failed to pay Plaintiff and other members of the Class wages for all hours worked, in that Plaintiff and the Class performed work while not clocked in to Defendants' timekeeping program, resulting in unpaid wages, including minimum and/or regular wages. Plaintiff and the Class Members therefore seek unpaid wages and penalties.

45. By failing to pay wages for hours Plaintiff and members of the Unpaid Wages Subclass, or some of them, were under their control but not clocked in, including when working to complete post-shift work duties, and during meal and rest periods, Defendants failed to pay wages and violated Labor Code sections 218, 510, 1194, and 1194.2.

46. Defendants' unlawful acts deprived Plaintiff and members of the Unpaid Wages Subclass of wages in amounts to be determined at trial, and they are entitled to recover these

amounts, liquidated damages for unpaid minimum wages, interest, attorneys' fees, and costs.

SECOND CAUSE OF ACTION
Failure to Pay Overtime Wages
(By Plaintiff and each Overtime Wages Subclass Member)

47. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth in this Complaint.

48. As applicable here, Labor Code section 510 and the applicable Wage Order provide that employees in California shall not be employed more than eight hours a day and/or forty hours in a workweek unless they receive additional compensation beyond their regular wages in amounts specified by law. Specifically, Labor Code section 510(a) requires that any work in excess of 8 hours a day and/or 40 hours in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.

49. Labor Code section 1194 establishes an employee's right to recover unpaid overtime compensation, and interest thereon, together with the costs of suit, and attorneys' fees. Labor Code section 1198 makes employment of an employee for longer hours than the IWC set or under conditions the IWC prohibits unlawful.

50. During the Class Period, Plaintiff and other Class Members have worked more than eight hours a day and/or forty hours in a workweek.

51. During the Class Period, Defendants have failed to pay Plaintiff and other Class Members the overtime compensation premium for those unpaid hours they have worked in excess of eight hours a day and/or 40 hours in a workweek as required by Labor Code sections 510 and 1198, and the applicable Wage Order. Specifically, Defendants failed to pay any overtime for hours worked in excess of 8 in a workday.

52. By failing to pay overtime wages, Defendants violated Labor Code sections 510 and 1194 and the "Hours and Days of Work" section of the applicable IWC Wage Order(s).

53. Defendants' unlawful acts deprived Plaintiff and members of the Overtime Wages Subclass of overtime wages in amounts to be determined at trial, and they are entitled to recover these wages, interest, attorneys' fees, and costs to the fullest extent permissible pursuant to Labor Code sections 218, 218.5, 218.6, and 1194(a).

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<u>THIRD CAUSE OF ACTION</u>
Failure to Provide Required Meal Periods
(By Plaintiff and each Meal Period Subclass Member)

54. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth in this Complaint.

55. The applicable Wage Order provides, in pertinent part: "[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee."

56. Labor Code section 512(a) provides, in pertinent part: "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the employee is no more than six hours, the meal period may be waived by mutual consent of both the employer and employee. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived."

57. California Labor Code section 226.7(b) provides: "An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable… order of the Industrial Welfare Commission..."

58. California Labor Code section 226.7(c) provides: "If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable… or order of the Industrial Welfare Commission…, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

59. Defendants failed to provide meal periods of at least thirty (30) minutes for shifts of five hours or more, which began before the end of the fifth hour of work; provide second

duty-free meal periods of at least thirty (30) minutes for shifts of ten hours or more, which began before the tenth hour of work; and pay premium wages of one (1) hour of pay at employees' regular rate of compensation for each workday a meal period was not provided. By doing so, Defendants willfully violated the provisions of Labor Code sections 226.7 and 512, and the "Meal Periods" section of the applicable IWC Wage Order(s).

60. Defendants' unlawful acts deprived Plaintiff and members of the Meal Period Subclass of premium wages in amounts to be determined at trial, and they are entitled to recover these amounts, along with interest, attorneys' fees, and costs.

FOURTH CAUSE OF ACTION
Failure to Provide Required Rest Periods
(By Plaintiff and each Rest Period Subclass Member)

61. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth in this Complaint.

62. California Labor Code section 226.7(b) provides: "An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable… order of the Industrial Welfare Commission..."

63. California Labor Code section 226.7(c) provides: "If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable… or order of the Industrial Welfare Commission…, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

64. The applicable Wage Order provides, in pertinent part: "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 ½) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages."

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65. The applicable Wage Order further provides: "[i]f an employer fails to provide an employee with a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided."

66. By failing to authorize and permit Plaintiff and Class Members a paid rest period of at least 10 minutes for every four hours or major fraction worked per day, and by failing to provide premium wages at the regular rate of compensation when not permitted or authorized, Defendants willfully violated the provisions of Labor Code section 226.7 and the "Rest Period" section of applicable IWC Wage Order(s).

67. Defendants' unlawful acts deprived Plaintiff and members of the Rest Period Subclass of premium wages in amounts to be determined at trial, and they are entitled to recover these amounts, along with interest, attorneys' fees, and costs.

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FIFTH CAUSE OF ACTION
Failure to Reimburse Business Expenses
(By Plaintiff and each Expense Reimbursement Subclass Member)

68. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth in this Complaint.

69. An employer must reimburse its employees for "all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer…." Labor Code § 2802. This right to reimbursement may not be waived. Labor Code § 2804.

70. By failing to reimburse Plaintiff and Class Members for their reasonable business expenses, including for mandatory use of personal cell phones, Defendants violated Labor Code section 2802.

71. Defendants' unlawful acts deprived Plaintiff and members of the Expense Reimbursement Subclass of expense reimbursements in amounts to be determined at trial, and they are entitled to recover these amounts, along with interest, attorneys' fees, and costs.

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SIXTH CAUSE OF ACTION
Failure to Provide Accurate Wage Statements
(By Plaintiff and each Wage Statement Subclass Member)

72. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth in this Complaint.

73. California Labor Code section 226(a) provides: "[e]very employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee […], (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number, […], (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee…."

74. Plaintiff is informed, believes, and alleges that at all times relevant, Defendants knowingly and intentionally failed to furnish and continues to knowingly and intentionally fail to furnish Plaintiff and the members of the Class with timely and accurate itemized statements showing the gross wages earned by each of them, as required by Labor Code section 226(a), in that the total number of wages earned, at a correct rate, as well as premiums owed to Plaintiff and the members of the Class for missed meal and rest periods, were not included in gross wages earned by Plaintiff and the members of the Class.

75. Any employee suffering injury due to a willful violation of Labor Code section 226(a) may, under Labor Code section 226(e), collect the greater of actual damages or $50 for the first inadequate pay statement and $100 for each inadequate statement thereafter, up to $4,000. Defendants willfully failed to provide Plaintiff and Class Members with required adequate wage statements. Labor Code § 226.

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76. As a consequence of Defendants' knowing and intentional failure to comply with Labor Code section 226(a), Plaintiff and members of the Wage Statement Subclass are entitled to recover the greater of actual damages or penalties not to exceed $4,000 for each employee with interest and attorneys' fees and costs.

SEVENTH CAUSE OF ACTION
Failure to Timely Pay Wages Due at Separation
(By Plaintiff and each Waiting Time Subclass Member)

77. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth in this Complaint.

78. An employer who discharges an employee must pay all compensation due and to that employee immediately upon discharge. Labor Code § 201. An employer must pay all compensation due to an employee who quits within 72 hours. Labor Code § 202.

79. During the Class Period, Defendants willfully failed to pay Plaintiff and the members of the Class who are no longer employed by Defendants all their earned wages, specifically, meal and rest period premiums not paid for missed or interrupted meal and rest periods, and wages for all hours worked, either at the time of discharge or within seventy-two hours of their leaving Defendants' employ in violation of California Labor Code sections 201, 202, and 203.

80. If an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee's wages until paid or until an action is commenced. Labor Code § 203. The penalty cannot exceed 30 days of wages.

81. Waiting Time Subclass Members, including Plaintiff, are no longer employed by Defendants.

82. Defendants willfully failed to pay Waiting Time Subclass Members the sum due at the time of their termination or within seventy-two (72) hours of their resignation, and failed to pay those sums for thirty (30) days thereafter. Defendants' unlawful acts deprived Plaintiff and members of the Waiting Time Subclass of these wages, and they are entitled to recover waiting time penalties.

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<u>EIGHTH CAUSE OF ACTION</u>
Violation of the Unfair Competition Law
(By Plaintiff and each UCL Subclass Member)

83. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth in this Complaint.

84. The California Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code sections 17200, *et seq.*, defines unfair competition to include any "unlawful," "unfair," or "fraudulent" business act or practice. Cal. Bus. & Prof. Code § 17200.

85. Defendants' conduct as described above constitutes unlawful business practices because Defendants violated: the California Labor Code, including but not limited to Sections 510 and 1194 (minimum and overtime wages), 226.7 (meal and rest periods), and 2802 (expense reimbursement); and sections of the applicable IWC Wage Order(s).

86. Defendants' conduct as described above constitutes unfair business practices because their denial of lawfully earned wages outweighs any utility of such practices.

87. As a result of Defendants' unlawful and unfair conduct, Plaintiff and Class Members suffered injury in fact.

88. Plaintiff and Class Members seek declaratory and injunctive relief, restitution, and other appropriate equitable relief. Cal. Bus. & Prof. Code §§ 17203, 17204.

89. Pursuant to California Code of Civil Procedure section 1021.5, Plaintiff and Class Members are entitled to recover reasonable attorneys' fees, costs, and expenses incurred in bringing this action.

90. This cause of action is brought as a cumulative remedy and is intended as an alternative remedy for restitution for Plaintiff, and each Subclass Member, for the four (4)-year period before the filing of this Complaint, and as the primary remedy during the fourth year before the filing of this Complaint. Business and Professions Code § 17205.

<u>NINTH CAUSE OF ACTION</u>
Violation of Private Attorneys General Act ("PAGA")
(By Plaintiff and each Aggrieved Employee)

91. Plaintiff re-alleges and incorporates all preceding paragraphs as if fully set forth in this Complaint.

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92. Labor Code sections 2698 and 2699 (The California Private Attorneys General Act of 2004, or "PAGA"), expressly establish that any provision of the California Labor Code which provides for a civil penalty to be assessed and collected by The Labor and Workforce Development Agency ("LWDA"), or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the California Labor Code, may be recovered through a civil action brought by an aggrieved employee on behalf of other current or former employees.

93. Whenever the LWDA, or any of its departments, divisions, commissions, boards, agencies or employees has discretion to assess a civil penalty, a fact-finder in a civil action is authorized to exercise the same discretion, subject to the same limitations and conditions, to assess a civil penalty.

94. Plaintiff is an "aggrieved employee" as defined by Labor Code section 2699(c), because he is or was an employee of Defendants, and personally experienced the Labor Code violations alleged herein during the relevant time period.

95. Plaintiff asserts all of his claims in this Complaint against Defendants on behalf of all aggrieved employees, as well as the general public, in his capacity as a "private attorney general," and seeks all statutory penalties available under the Labor Code. Plaintiff is not seeking PAGA penalties for any of his individual claims including but not limited to his individual PAGA claims. Plaintiff is proceeding solely under the PAGA, on behalf of the State of California for all aggrieved employees of Defendant, including himself. *See Balderas v. Fresh Start Harvesting, Inc*. (2024) 101 Cal.App.5th 533, 538; *Rodriguez v. Packers Sanitation Servs. LTD., LLC* (2025) 109 Cal.App.5th 69, 80-81.

96. By reason of the above and pursuant to Labor Code section 2699, Plaintiff, on behalf of all aggrieved employees, as well as the general public, is entitled to payment of penalties, plus interest, as provided in the PAGA statute.

97. In addition, Plaintiff, on behalf of all aggrieved employees, as well as the general public, seeks and is entitled to have 65% of all recovered penalties and interest allocated to the LWDA and 35% to the aggrieved employees. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees, expenses and costs pursuant to Labor Code section 2699, and any

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

other applicable statutes.

98. Plaintiff complied with the notice requirements of Labor Code section 2699.3(a)(1) prior to commencing this action. A copy of the letter submitted to the California LWDA on March 31, 2026, via online filing, and copied to Defendants' Agent for Service of Process in California on the same date, via certified mail, in accordance with Section 2699.3(a), is attached as **Exhibit A**, and by reference incorporated.

99. As of today's date, the LWDA has not responded to Plaintiff's notice.

100. Plaintiff and other aggrieved employees are entitled to reasonable attorneys' fees and costs, pursuant to the PAGA statute, California Labor Code sections 2698, *et seq*.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief on behalf of himself and the Class against Defendants:

1. Certification of this action as a class action and appointment of Plaintiff and Plaintiff's counsel to represent the Class;

2. Provision of class notice to Class Members as defined above;

3. A declaratory judgment that Defendants knowingly and intentionally violated:

a. California Labor Code sections 218, 510 and 1194 by failing to pay minimum and overtime wages;

b. California Labor Code sections 226.7 and 512 by failing to provide meal and rest periods;

c. California Labor Code section 2802 by failing to reimburse business expenses;

d. California Labor Code section 203 by failing to pay waiting time penalties;

e. California Business and Professions Code sections 17200, *et seq*. by engaging in unlawful or unfair business practices.

4. That Defendants be permanently enjoined from engaging in the unlawful or unfair acts and practices alleged;

5. An order requiring Defendants to pay restitution of all amounts owed to Plaintiff and Class Members, in an amount according to proof, pursuant to California Business and Professions Code section 17203;

6. That this action be maintained as a PAGA representative action, and that Plaintiff and his counsel be provided with all enforcement capability as if the action were brought by the California Division of Labor Standards Enforcement;

7. Compensatory damages according to proof;

8. Statutory damages under the Labor Code;

9. Liquidated damages under the Labor Code;

10. Pre-judgment interest on all sums collected;

11. Reasonable attorneys' fees and costs, pursuant to California Code of Civil Procedure section 1021.5, the California Labor Code, the PAGA, or other applicable law;

12. Costs of suit; and,

13. Such other relief as the Court may deem appropriate.

COHELAN KHOURY & SINGER
UNITED EMPLOYEES LAW GROUP, P.C.

Dated: June 5, 2026

By:______________________________

Isam C. Khoury
Maggie K. Realin
Attorneys for Plaintiff Garret Williams, individually and on behalf of all others similarly situated

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial of all claims triable as of right by jury.

COHELAN KHOURY & SINGER
UNITED EMPLOYEES LAW GROUP, P.C.

Dated: June 5, 2026

By:______________________________

Isam C. Khoury
Maggie K. Realin
Attorneys for Plaintiff Garret Williams, individually and on behalf of all others similarly situated

COHELAN KHOURY & SINGER
605 C Street, Suite 200
San Diego, CA 92101

EXHIBIT A

COHELAN KHOURY & SINGER

A PARTNERSHIP OF PROFESSIONAL LAW CORPORATIONS

TIMOTHY D. COHELAN, APLC*
ISAM C. KHOURY, APC
DIANA M. KHOURY, APC
MICHAEL D. SINGER, APLC•

(*Also admitted in the District of Columbia)
(•Also admitted in Colorado)

ATTORNEYS AT LAW

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Facsimile: (619) 595-3000
www.ckslaw.com

JEFF GERACI
MAGGIE K. REALIN
ROSEMARY C. KHOURY

March 31, 2026

NOTICE VIA ONLINE SUBMISSION
California Labor and Workforce Development Agency ("LWDA")

VIA CERTIFIED U.S. MAIL WITH RETURN RECEIPT

Forty Two Rodeo, LLC
30 Mauchly, Suite C
Irvine, CA 92618

Forty Two Rodeo, LLC
c/o Kenneth Jones – Register Agent
30 Mauchly, Suite C
Irvine, CA 92618

DCB Hospitality Group LLC
30 Mauchly, Suite C
Irvine, CA 92618

DCB Hospitality Group LLC
c/o Kenneth Jones – Register Agent
30 Mauchly, Suite C
Irvine, CA 92618

The Hideaway
421 N Rodeo Dr.
Beverly Hills, CA 90210

Re: Notice by Garret Williams, on behalf of aggrieved employees of Forty Two Rodeo, LLC / DCB Hospitality Group LLC / The Hideaway

Dear PAGA Administrator and Forty Two Rodeo, LLC / DCB Hospitality Group LLC / The Hideaway Representative:

The purpose of this correspondence is to notify you that Garret Williams ("Claimant"), on behalf of all other non-exempt, hourly-paid servers who worked for Forty Two Rodeo, LLC / DCB Hospitality Group LLC / The Hideaway ("Employer") in California ("aggrieved employees"), intends to assert the legal rights granted to them under the Private Attorneys General Act ("PAGA") as set forth in California Labor Code ("Labor Code") section 2698 *et seq*. against Employer. This correspondence includes the current facts and theories to support the Labor Code violations alleged by Claimant. This correspondence will also be sent, by certified mail, to the agent(s) for service of process for Employer pursuant to Labor Code section 2699.3 (1)(A), satisfying the notice requirements of the Labor Code.

If the LWDA does not intend to investigate the alleged violations, Claimant intends to file a representative civil action for PAGA penalties.

FACTUAL STATEMENT AND THEORIES OF LIABILITY

Claimant worked as a non-exempt hourly-paid server for the Employer from July 2022 through October 2025 at The Hideaway restaurant located in Beverly Hills, California.

Claimant was scheduled to work eight hours in a workday and/or forty hours in a workweek. At the end of each shift, Employer required Claimant to clock out and stay on premise to account for tips and other shift ending tasks, resulting in off-the-clock work. Claimant estimates about 10 minutes was spent working off-the-clock after each shift. Employer’s policies or practices resulted in the underpayment of minimum, straight time and overtime hours worked by Claimant.

Upon clocking at the beginning of each shift, Employer immediately made Claimant clock out and take an early meal period, which was then followed by over seven hours of straight work without an additional meal period. Claimant was not paid meal break premiums for all the non-compliant and unprovided meal periods.

Employer also failed to authorize and permit rest periods for Claimant. Employer did not include rest breaks in Claimant’s work schedules and required prior manager approval. Furthermore, the demands of the work Employer imposed often made it impossible to take a 10-minute, off-duty rest period for every four hours worked, or major fraction thereof. Claimant was not paid rest break premiums for those missed rest breaks.

Employer frequently contacted Claimant on his personal phone with work-related instructions and questions. These requirements imposed an unreimbursed financial burden on Claimant, including costs for data usage, minutes, and maintenance necessary to comply with Employer’s communication demands.

Employer failed to provide Claimant itemized wage statements. For instance, to the extent wage statements were provided to Claimant, they were inaccurate as to hours worked and wages earned, as explained above.

Employer failed to pay Claimant all wages that were due and owing to him including meal and rest period premiums, and regular, minimum and overtime wages within the required time during his employment and upon his separation of employment.

Thus, Claimant alleges Employer, as to aggrieved employees:

1. Failed to pay minimum, regular, and overtime wages;
2. Failed to provide legally compliant off-duty meal periods or pay compensation in lieu thereof;
3. Failed to provide legally compliant duty-free, rest periods or pay compensation in lieu thereof;
4. Failed to reimburse all reasonable and necessary business expenses;
5. Failed to provide accurate and itemized wage statements;
6. Failed to pay all wages due during and upon separation of employment; and
7. Failed to maintain accurate records.

Claimant intends to seek civil penalties on behalf of aggrieved employees for each violation set forth below.

FAILURE TO PAY MINIMUM, REGULAR, AND OVERTIME WAGES

(Labor Code §§ 218, 510, 1194, 1197, 1197.1, 1198, and 1199(c) and the "Minimum Wages" and "Hours and Days of Work" Sections of the applicable Wage Order)

Labor Code section 510 provides in pertinent part: "Eight hours of labor constitutes a day's work. Any work in excess of 8 hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee."

Labor Code section 1194(a) states: "Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit."

Labor Code section 1198 provides: "The maximum hours of work and the standard conditions of labor fixed by the commission shall be the maximum hours of work and the standard conditions of labor for employees. The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful."

Labor Code section 1197 states: "The minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful. This section does not change the applicability of local minimum wage laws to any entity."

Labor Code section 1197.1 states: "Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows: (1) For any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid… (2) For each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed..."

Pursuant to the "Hours & Days of Work" Section of the applicable Wage Order, an employer may not pay non-exempt employees less than the applicable overtime rate for overtime hours worked in excess of 40 hours per workweek.

Pursuant to the "Minimum Wages" and "Hours & Days of Work" Sections of the applicable Wage Order, an employer may not pay employees less than the applicable minimum wage for all hours worked and provides that an employer may not pay non-exempt employees less than the applicable overtime rate for overtime hours worked in excess of 40 hours per week.

Employer violated Labor Code sections 218, 510, 1194, 1197, and 1198, and the "Minimum Wages" and "Hours and Days of Work" Sections of the applicable Wage Order because it did not pay Claimant and other aggrieved employees all minimum, regular, and overtime wages. First, Employer failed to pay for time it required to be worked off-the-clock after a shift. Second, Employer failed to pay overtime wages for hours worked in excess of 8 hours in a workday.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

FAILURE TO PROVIDE MEAL AND REST PERIODS

(Labor Code §§ 226.7, 512, and 1198, and the "Meal Period" and "Rest Period" Sections of the applicable IWC Wage Order)

Labor Code section 512(a) states in pertinent part: "An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes. An employer may not employ an employee for a work period of more than 10 hours per day without providing the employee with a second meal period of not less than 30 minutes…." Labor Code section 226.7(b) states that "An employer shall not require an employee to work during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission…."

The "Rest Period" Section of the applicable IWC Wage Order states, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof." If an employer fails to provide an employee a rest period in accordance with the applicable provision of the order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation of reach workday that the rest period is not provided.

During Claimant's employment, Employer failed to provide Claimant and other aggrieved employees with off-duty meal and rest periods as required by Labor Code sections 226.7 and 512, and Sections 11 and 12 of the applicable IWC Wage Order, due to Employer's policy of not providing Claimant and other aggrieved employees with one or more uninterrupted, thirty-minute off-duty meal break, and uninterrupted, ten-minute off-duty rest breaks. Furthermore, Employer failed to pay one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal and/or rest period was not provided, in accordance with California law.

Labor Code section 226.7(c) states: "If an employer fails to provide an employee a meal or rest or recovery period in accordance with a state law, including, but not limited to, an applicable statute or applicable regulation, standard, or order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

FAILURE TO REIMBURSE BUSINESS-RELATED EXPENSES

(Labor Code §§ 2802 and 2804, and the "Uniforms and Equipment" Section of the applicable IWC Wage Order)

Labor Code section 2802(a) provides that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful."

Labor Code section 2802(c) states that "[f]or purposes of [2802], the term 'necessary expenditures or losses' shall include all reasonable costs, including, but not limited to attorney's fees incurred by the employee enforcing the rights granted by [2802]."

Section 9(b) of the applicable IWC Wage Order states in pertinent part: "When tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer."

Labor Code section 2802 prohibits employers, such as Employer, from shifting their cost of doing business onto the employee. California Labor Code section 2802 states that employers must "indemnify" an employee for "all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer." This means that if the expense in question is "necessary" for performance of the job, the employer must reimburse the employee 100% of the cost. An expense is considered "necessary" if it directly results from the employee's performance of his or her work duties. An expense is also "necessary" if it occurs because the employee is following the directions given by the employer.

"Any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled to under the laws of this State." Cal. Labor Code § 2804.

Employer failed to comply with Labor Code section 2802 and the applicable IWC Wage Order by failing to reimburse Claimant and other aggrieved employees for necessary business-related expenses incurred in direct consequence of the discharge of their duties. Claimant and other aggrieved employees were required to use their personal cell phones for work-related purposes without receiving reimbursement for these business expenditures. As such, Employer failed to reimburse Claimant and other aggrieved employees for the costs incurred by employees in direct consequence of the discharge of their duties for Employer

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

FAILURE TO PROVIDE ACCURATE AND ITEMIZED WAGE STATEMENTS

(Labor Code § 226, and the "Records" Section of the applicable IWC Wage Order)

Labor Code section 226(a) states in pertinent part that every employer shall provide an accurate itemized statement in writing with respect to each one of its employees showing: 1) gross wages earned; 2) total hours worked by an employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or him social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer . . .; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

"An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorney's fees." Cal. Labor Code § 226(e)(1).

Employer failed to provide Claimant and other aggrieved employees with accurate, timely, itemized wage statements complying with the requirements of the Labor Code and the applicable IWC Wage Order. Furthermore, Claimant's wage statements did not include the correct number of wages earned due to Employer's policy of not paying Claimant and other aggrieved employees proper wages and premiums for non-compliant meal and rest breaks.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

FAILURE TO TIMELY PAY WAGES DUE

(Labor Code §§ 201, 202, 203, 204, 256, 1198, and 2699)

Labor Code section 201(a) states: "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Labor Code section 202(a) states: "If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting."

Labor Code section 203(a) states, in relevant part: "If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. An employee who secretes or absents themselves to avoid payment to them, or who refuses to receive the payment when fully tendered to them, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which the employee so avoids payment."

Labor Code section 204(a) states, in pertinent part: "All wages . . . earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays." The "Minimum Wages" Section of the applicable Wage Order further states "every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period."

Labor Code section 256 states: "The Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days of pay as waiting time under the terms of Section 203."

As detailed above, Employer failed to pay Claimant and other aggrieved employees all wages that were due and owing to them including meal and rest period premiums, and minimum, regular, and overtime wages within the required time during their employment and upon their separation of employment, in violation of the Labor Code and the applicable IWC Wage Order because of the violations alleged herein. As a result, Employer violated the above sections of the Labor Code.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

FAILURE TO MAINTAIN ACCURATE RECORDS

(Labor Code §§ 1174, 1174.5, 2699, and the "Records" Section of the applicable IWC Wage Order)

Labor Code section 1174(d) requires every person, including Employer, employing labor in the state to "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned."

Labor Code section 1174.5 provides: "Any person employing labor who willfully fails to maintain the records required by subdivision (c) of Section 1174 or accurate and complete records required by subdivision (d) of Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of Section 1174, shall be subject to a civil penalty of five hundred dollars ($500)."

Section 7(A) of the applicable IWC Wage Order provides: "Every employer shall keep accurate information with respect to each employee including the following: … (3) time records showing when the employee begins and ends each work period. Meal periods, split shift intervals and total daily hours worked shall also be recorded." Employer failed to accurately record the hours worked and meal periods for Claimant and other aggrieved employees.

Employer failed to accurately record all hours worked by Claimant and other aggrieved employees including the beginning and ending period for each work period, and failed to record all accurate wages to be paid, in part as a result of Employer's policy of not paying Claimants and other aggrieved employees for off-the-clock hours worked.

Employer failed to maintain accurate payroll records for Claimant and other aggrieved employees showing the hours worked daily by, and wages paid to, them.

Accordingly, Claimant now seeks *civil penalties* pursuant to the PAGA on behalf of aggrieved employees based on the alleged violations of the California Labor Code and applicable IWC Wage Orders.

DUTIES OF EMPLOYER

(Labor Code §§ 1174, 1174.5, 1175, and 1198, and the applicable Wage Order)

Labor Code section 1174 describes certain duties of every employer in this state. Subsection (d) of this labor code section requires that payroll records show the hours worked daily by employees and the corresponding wages to be paid for the hours worked. Employer violated this requirement by its failure to accurately record employee hours worked and/or paid including wages owed for meal and rest period premiums. Labor Code section 1174.5 imposes a civil penalty of $500 for an employer's failure to maintain accurate and complete records. This civil penalty is addition to the civil penalty of $100 per pay period, per aggrieved employee that would be imposed pursuant to Labor Code section 2699 for a violation of Labor Code section1174(d). Furthermore, Claimant and all other aggrieved current and former employees are entitled to collect 35% of the penalty imposed pursuant to Section 2699(m).

Employer failed to accurately record all hours worked, and failed to record all accurate premium wages to be paid, in part as a result of Employer's policy of not providing Claimant and other aggrieved employees with compliant meal and rest breaks.

Claimant will pursue all remedies on behalf of current and former employees, including recovery of attorney's fees, costs, damages and penalties to the extent allowed by law.

ATTORNEY'S FEES, COSTS, INTEREST AND PENALTIES

(Labor Code §§ 218.6, 226(e), 1194, 1194.2, and 2699, *et seq*.)

Labor Code sections 218.6, 226(e), 1194, 1194.2, and 2699, *et seq*. give employees the right to recover in a civil action the unpaid balance of the full amount of minimum wages, regular wages, overtime compensation, damages, liquidated damages, and penalties, including interest thereon, reasonable attorney's fees, and costs of suit.

Pursuant to Labor Code sections 2699, *et seq*., aggrieved employees are entitled to collect 35% of the penalty assessment and 100% of the underpaid wages. Accordingly, Employer is liable for these items in addition to the unpaid wages. Claimant has already incurred in actual damages, and (on a contingent basis) costs and attorney's fees and will continue to incur costs as a result of Employer's unlawful actions.

CONCLUSION

Claimant will pursue all remedies on behalf of other aggrieved employees, including recovery of attorney's fees, costs, and penalties to the extent allowed by law. The facts and claims contained here are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Claimant becomes aware of additional claims, he 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 in the complaint.

Should you have any questions, please feel free to contact me at your convenience.

Very truly yours,
COHELAN KHOURY & SINGER

Maggie Realin

9589 0710 5270 1756 7536 29

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☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage
$ 1.03
Total Postage and Fees
$ 10.73

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Sent To
Forty Two Rodeo, LLC c/o Kenneth Jones
Street and Apt. No., or PO Box No.
Registered Agent 30 Mauchly, Suite C
City, State, ZIP+4®
Irvine, CA 92618

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Return Receipt (electronic) $
☐ Certified Mail Restricted Delivery $
☐ Adult Signature Required $
☐ Adult Signature Restricted Delivery $
Postage
$ 1.03
Total Postage and Fees
$ 10.73

Postmark Here

Sent To
Forty Two Rodeo, LLC
Street and Apt. No., or PO Box No.
30 Mauchly, Suite C
City, State, ZIP+4®
Irvine, CA 92618

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Forty Two Rodeo, LLC
c/o Kenneth Jones - Registed Agent
30 Mauchly, suite C
Irvine, CA 92618

9590 9402 5067 9092 0006 82

2. Article Number (Transfer from service label)
9589 0710 5270 1756 7536 29

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee
B. Received by (Printed Name)
Angie
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
Mail
Mail Restricted Delivery
(over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☑ Return Receipt for Merchandise
☑ Signature Confirmation™
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1. Article Addressed to:

Forty Two Rodeo, LLC
30 Mauchly, suite C
Irvine, CA 92618

9590 9402 5067 9092 0006 51

2. Article Number (Transfer from service label)
9589 0710 5270 1756 7536 12

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee
B. Received by (Printed Name)
Angie
C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☑ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
Mail
Mail Restricted Delivery
0)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☑ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

9589 0710 5270 1756 7536 36

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$ 5.30

Extra Services & Fees *(check box, add fee as appropriate)*
- ☑ Return Receipt (hardcopy) $ 4.40
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postmark Here

Postage
$ 1.03

Total Postage and Fees
$ 10.73

Sent To
DCB Hospitality Group LLC

Street and Apt. No., or PO Box No.
30 Mauchly, Suite C

City, State, ZIP+4®
Irvine, CA 92618

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

DCB Hospitality Group LLC
30 Mauchly, Suite C
Irvine, CA 92618

9590 9402 5067 9092 0006 75

9589 0710 5270 1756 7536 36

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*
Angie

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☑ Return Receipt for Merchandise
- ☑ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

9589 0710 5270 1756 7536 50

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$ 5.30

Extra Services & Fees *(check box, add fee as appropriate)*
- ☑ Return Receipt (hardcopy) $ 4.40
- ☐ Return Receipt (electronic) $
- ☐ Certified Mail Restricted Delivery $
- ☐ Adult Signature Required $
- ☐ Adult Signature Restricted Delivery $

Postmark Here

Postage
$ 1.03

Total Postage and Fees
$ 10.73

Sent To
The Hideaway

Street and Apt. No., or PO Box No.
421 N Rodeo Dr.

City, State, ZIP+4®
Beverly Hills, CA 92618

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

The Hideaway
421 N Rodeo Dr.
Beverly Hills, CA 90210

9590 9402 5067 9092 0006 68

2. Article Number *(Transfer from service label)*

9589 0710 5270 1756 7536 50

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ...Mail
- ...Mail Restricted Delivery
- ...0)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☑ Return Receipt for Merchandise
- ☑ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

9589 0710 5270 1756 7536 43

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at *www.usps.com®*.

OFFICIAL USE

Certified Mail Fee
$ 5.30

Extra Services & Fees *(check box, add fee as appropriate)*
- [x] Return Receipt (hardcopy) $ 4.40
- [ ] Return Receipt (electronic) $
- [ ] Certified Mail Restricted Delivery $
- [ ] Adult Signature Required $
- [ ] Adult Signature Restricted Delivery $

Postage
$ 1.03

Total Postage and Fees
$ 10.73

Postmark
Here

Sent To
DCB Hospitality Group LLC c/o Kenneth Jones

Street and Apt. No., or PO Box No.
Registered Agent 30 Mauchly, suite C

City, State, ZIP+4®
Irvine, CA 92618

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

ALERT: IMPACTS FROM SEVERE WEATHER IN THE MIDWEST AND SOUTHERN U.S. MAY DEL...

USPS Tracking®

FAQs ›

Remove ✕

Tracking Number:

9589071052701756753643

Copy Add to Informed Delivery (https://informeddelivery.usps.com/)

Latest Update

Your item was delivered to an individual at the address at 1:43 pm on April 6, 2026 in IRVINE, CA 92618.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Left with Individual

IRVINE, CA 92618
April 6, 2026, 1:43 pm

See All Tracking History

Feedback

What Do USPS Tracking Statuses Mean? (https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates

USPS Tracking Plus®

Product Information

See Less

Track Another Package

PROOF OF SERVICE

Case Name: ***Williams v. DCB Hospitality Group LLC, et al.***

Case No: **L.A.S.C. Case No. 26STCV10842**

I, Matthew Atlas, declare as follows:

I am employed in the County of San Diego, State of California. I am over the age of 18 and not a party to this action. My business address is 605 "C" Street, Suite 200, San Diego, California 92101. On June 5, 2026, I instituted service of the forgoing document(s) described as:

FIRST AMENDED CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT

on the following parties:

Counsel for Defendants
Frank Seddigh, Esq.
Alicia Veglia, Esq.
Laura Steven, Esq.
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Facsimile: (562) 256-1006
Alternate Phone: (310) 234-5678
whaines@uelglaw.com

in the manner described below:

[XX] BY ELECTRONIC SERVICE – ONE LEGAL: Pursuant to Cal. Rules of Court, Rule 2.251(c)(3), I submitted an electronic version of the document(s) through the user interface of the e-filing vendor at www.onelegal.com.

[XX] STATE: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 5, 2026, at San Diego, California.

____
Matthew Atlas