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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

CASTANEDA, CARLO, an individual, on
behalf of himself and all others similarly
situated;

Plaintiff,

v.

WOODY'S GROUP, INC., doing business as
WOODY'S WHARF, a California
Corporation; and DOES 1 through 10,
inclusive;

Defendants.

CASE NO.: 30-2023-01370443-CU-OE-CXC

**COMPLAINT FOR VIOLATIONS OF THE
CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE § 2698 ET
SEQ.) ("PAGA")**

Assigned for All Purposes
Judge Melissa R. McCormick
Dept. CX104

1 Plaintiff CARLO CASTANEDA alleges as follow:

2 1. Plaintiff brings this representative enforcement action under the Private Attorneys
3 General Act of 2004 (Labor Code §§ 2698 et seq.) (“PAGA”) on behalf of himself and all other
4 current or former non-exempt employees of Defendants in California that suffered at least one or
5 more of the Labor Code violations alleged herein within the applicable statute of limitations up to
6 the time this action is brought to trial (“Aggrieved Employees”).

7 2. All allegations in this Compliant are based upon information and belief except those
8 allegations specifically pertaining to Plaintiff and/or his counsel, which are based upon personal
9 knowledge. Each allegation in this Compliant has evidentiary support and/or is likely to have
10 evidentiary support after reasonable opportunity for further investigation and formal discovery.

11 3. Plaintiff alleges that during the relevant time period, Defendants engaged in wage
12 and hour violations under the California Labor Code and the applicable Industrial Welfare
13 Commission (“IWC”) Wage Order, including:

- 14 a. failing to maintain accurate records;
- 15 b. failing to provide compliant meal periods;
- 16 c. failing to provide complaint rest periods;
- 17 d. failing to pay minimum wages for all hours worked;
- 18 e. failing to pay overtime wages for all overtime hours worked;
- 19 f. failing to provide sick pay;
- 20 g. failing to reimburse business expenses;
- 21 h. failing to provide accurate itemized wage statements;
- 22 i. failing to pay all wages that were due and owing during employment and
23 upon separation of employment; and,
- 24 j. requiring employees to enter into unlawful arbitration agreements as a
25 condition of employment.

26 4. Plaintiff and Aggrieved Employees seek PAGA penalties pursuant to Labor Code
27 sections 201-203, 204, 210, 226, 226.3, 226.7, 510, 512, 516, 558, 558.1, 1194, 1197, 1197.1, 1198

1 and the applicable Wage Order, Sections 3, 4, 7, 11, 12, and 20.

2 **JURISDICTION AND VENUE**

3 5. This Court has subject matter jurisdiction over this action pursuant to Code of Civil
4 Procedure § 410.10 and Labor Code §§ 2698 et seq.

5 6. This Court has personal jurisdiction over Defendants because Defendants conduct
6 business in California and have caused injuries in this County through its acts, omissions, and
7 violations of the Labor Code and applicable IWC Wage Order.

8 7. Venue as to each Defendant is proper in this County pursuant to Code of Civil
9 Procedure 395(a). Defendants maintain offices, transact business, and/or have an agent in this
10 County. Defendants employed Plaintiff and the Aggrieved Employees and committed the unlawful
11 activities subject to this Complaint in this County.

12 **THE PARTIES**

13 8. Plaintiff is, and at all relevant times, was a resident of Orange County, California.

14 9. Defendant WOODY’S GROUP, INC., owns and operates a restaurant in Newport
15 Beach, CA, called “WOODY’S WARF”.

16 10. The true names and capacities of Defendants sued herein as DOES 1-10, inclusive,
17 are currently unknown to Plaintiff, who therefore sues them by such fictitious names under Code of
18 Civil Procedure section 474. Plaintiff is informed and believes that each of the Defendants
19 designated as a DOE is legally responsible in some manner for the unlawful acts alleged. Plaintiff
20 will seek leave of court to amend this Complaint to reflect the true names and capacities of
21 Defendants designated as DOES when those identities become known.

22 11. At all relevant times, each Defendant acted as an agent, servant, employee, co-
23 conspirator, alter-ego and/or joint venturer of the other Defendants, and in doing the things alleged
24 herein acted within the course and scope of such agency, employment, alter-ego and/or in
25 furtherance of the joint venture. Each of the Defendant’s acts alleged herein was done with the
26 permission and consent of each of the other Defendants.

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GENERAL ALLEGATIONS

12. Plaintiff was employed by Defendants as a Server from approximately March – May 2023.

13. During the PAGA Period (one year + 65 days prior to the filing of this Complaint), Defendants failed to maintain accurate time and payroll records for Plaintiff and the Aggrieved Employees as required by Labor Code section 1174 and the applicable IWC Wage Order, Section 7. Among other things, Defendants failed to keep accurate records of all hours worked for Plaintiff and the Aggrieved Employees, and accurate records showing when Plaintiff and the Aggrieved Employees received meal periods.

14. During the PAGA Period, Defendants failed to provide Plaintiff and the Aggrieved Employees with compliant meal periods as required by Labor Code section 226.7, 512 and 516, and the applicable IWC Wage Order, Section 11. Plaintiff and the Aggrieved Employees routinely received late, shortened, interrupted or no meal periods due to the nature of the work and lack of coverage. Defendants did not pay Plaintiff and the Aggrieved Employees one additional hour of pay at their regular rates when Defendants failed to provide compliant meal periods.

15. When Defendants paid meal period premiums they did so at the wrong rates, by failing to include all forms of non-discretionary pay into the regular rates.

16. During the PAGA Period, Defendants similarly violated Labor Code sections 226.7 and 516, and IWC Wage Orders Section 12 by failing to provide Plaintiff and the Aggrieved Employees compliant rest periods. Plaintiff and the Aggrieved Employees routinely received shortened, interrupted or no meal periods due to the nature of the work and lack of coverage. Defendants did not pay Plaintiff and the Aggrieved Employees one hour of premium pay at their regular rates for missed rest periods.

17. When Defendants paid rest period premiums they did so at the wrong rates, by failing to include all forms of non-discretionary pay into the regular rates.

18. During the PAGA Period, Defendants failed to pay Plaintiff and the Aggrieved Employees minimum wages for all hours worked. Among other things, Defendants failed to pay

1 them for work performed during meal periods. Defendants also engaged in an unlawful practice of
2 time-shaving or rounding work hours. Defendants violated Labor Code sections 510, 1194, 1197,
3 1198, and the applicable IWC Wage Order, Section 4.

4 19. During the PAGA period, Defendants violated California overtime laws by failing to
5 pay Plaintiff and the Aggrieved Employees for the overtime hours that they worked. Defendants
6 violated Labor Code sections 510, 1194, 1197, 1198, and the applicable IWC Wage Order; and, are
7 therefore liable for civil penalties under Labor Code §§ 1197.1 and 2699.

8 20. During the PAGA period, Defendants violated Labor Code section 226(a) by failing
9 to provide Plaintiff and the Aggrieved Employees with accurate itemized written wage statements.
10 Specifically, Defendants failed to accurately list the total hours worked, correct rates of pay.

11 21. During the PAGA Period, Defendants violated Labor Code section 204 by failing to
12 pay Plaintiff and the Aggrieved Employees all wages that were due and owing each pay period,
13 including failing to pay them minimum wages, overtime, and meal and rest period premiums.

14 22. During the PAGA period, Defendants violated Labor Code sections 201, 202, and
15 203 by failing to timely pay Plaintiff and the Aggrieved Employees (who are former employees) all
16 wages that were due and owing upon separation of employment.

17 23. During the PAGA period, Defendants violated Labor Code section 2802 by failing
18 to reimburse Plaintiff and the Aggrieved Employees for business expenses, including use of their
19 cellular telephones.

20 24. During the PAGA period, Defendants violated Labor Code section 246 by failing to
21 provide Plaintiff and the Aggrieved Employees with paid sick days or to pay sick pay at the correct
22 rates. Defendants further failed to provide notice of available sick pay on their wage statements in
23 violation of Labor Code section 246(i).

24 25. During the PAGA period, Defendants violated Labor Code sections 432.5 and 432.6
25 by requiring employees to sign arbitration agreements as a condition of employment. While the
26 agreements purport to be governed by the Federal Arbitration Act (“FAA”). Employer is not
27 engaged in interstate commerce and operates a single local restaurant in Newport Beach, CA; and,
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1 consequently, the FAA does not apply.

2 **CAUSES OF ACTION**

3 **FIRST CAUSE OF ACTION**
4 **(Violation of the Private Attorneys General Act)**
5 **[Labor Code §§ 2698 et seq.]**

6 26. Plaintiff incorporates each of the preceding paragraphs of this Complaint.

7 27. During the PAGA period (one year + 60 days from the filing of this Complaint),
8 Defendants violated Labor Code sections 201-203, 204, 210, 226, 226.3, 226.7, 246, 432.5, 432.6
9 510, 512, 516, 558, 1194, 1197, 1197.1, 1198, 2802 and the applicable Wage Order, Sections 3, 4,
10 7, 11, 12, and 20. These violations subject Defendant to civil penalties as set forth in, *inter alia*,
Labor Code section 2699.

11 28. Plaintiff complied with the procedures for bringing suit specified in Labor Code
12 sections 2699.3 and 2699.5 by letter dated September 27, 2023. Plaintiff gave written notice to the
13 LWDA via electronic submission, and via certified mail to all Defendants, of the specific
14 provisions of the Labor Code and applicable Wage Order allegedly violated, including the facts
15 and theories to support the alleged violations.

16 29. Under Labor Code section 2699.3, the LWDA must give written notice to the
17 parties it intends to investigate the alleged violations within 60 days of the date of the Plaintiff's
18 written notice. As of the filing of this Complaint, the LWDA has not provided the parties with any
19 notice of its intention to investigate these claims.

20 30. Under Labor Code section 2699.3, Defendants has 33 days after the date of written
21 notice to cure the alleged violations. As of the filing of this Complaint, Defendants have not
22 responded to Plaintiff's PAGA notice in an attempt to cure.

23 31. Plaintiff seeks civil penalties in the amounts set forth in the Labor Code for each of
24 the aforesaid violations and/or default penalties as provided by Labor Code section 2699.

25 32. Under Labor Code section 2699(g), Plaintiff is also entitled to an award of
26 reasonable attorney's fees and costs in connection with his claims for civil penalties.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

- (1) for civil penalties according to proof;
- (2) for pre-judgment interest as permitted by law;
- (3) for reasonable attorneys' fees and costs of suit; and,
- (4) for such other and further relief as the Court deems appropriate;

Dated: December 26, 2023

BLAKE JONES LAW, PC.

By: 
Blake R. Jones
Attorneys for Plaintiff