



April 24, 2026

Original filed online via the LWDA's PAGA Claim Notice Portal

Labor & Workforce Development Agency

1515 Clay Street, Ste. 801
Oakland, CA 94612

Copy Sent via certified mail to:

52 Pier Restaurant, Inc.

c/o Gregory J. Newman
36 13th Court
Hermosa Beach, CA 90254

Newport Sharkeez, Inc.

c/o Gregory J. Newman
36 13th Court
Hermosa Beach, CA 90254

Sharkeez Restaurant Group LLC

c/o Lisa C. Paul-Newman
2150 Circle Drive
Hermosa Beach, CA 90254

Upper Manhattan Inc.

c/o Gregory J. Newman
36 13th Court
Hermosa Beach, CA 90254

Surf City Hospitality, Inc.

c/o Gregory L. Newman
36 13th Court
Hermosa Beach, CA 90254

525 State St., Inc.

c/o Gregory J. Newman
36 13th Court
Hermosa Beach, CA 90254

PB Pierside Restaurant LLC

c/o Gregory J. Newman
36 13th Court
Hermosa Beach, CA 90254

Old Town Hospitality, LLC

c/o Gregory Newman
703 Pier Avenue, Suite B
Hermosa Beach, CA 90254

IL Boccaccio, Inc.

c/o Gregory J. Newman
36 13th Court
Hermosa Beach, CA 90254

NB Palmilla LLC

c/o Gregory J. Newman
36 13th Court
Hermosa Beach, CA 90254

MB Palmilla Inc.

c/o Gregory J. Newman
36 13th Court
Hermosa Beach, CA 90254

Panama Joes Investors LLC

c/o Gregory Newman
703 Pier Avenue, Suite B
Hermosa Beach, CA 90254

Prime- Mex Restaurant LLC

c/o Laura Lynn Mchugh
36 13th Court
Hermosa Beach, CA 90254

Culinary Craft, Inc.

c/o Gregory J. Newman
36 13th Court
Hermosa Beach, CA 90254

Culinary Cuisine LLC
c/o Gregory J. Newman
36 13th Court
Hermosa Beach, CA 90254

Newman Hospitality Inc.
c/o Gregory J. Newman
36 13th Court
Hermosa Beach, CA 90254

Gregory J. Newman
36 13th Court
Hermosa Beach, CA 90254

Ronald Newman
36 13th Court
Hermosa Beach, CA 90254

Re: Kristina Flores, et al. v. 52 Pier Restaurant, Inc., et al.; California Labor Code § 2699.3 Notice of Intent to File Suit

To Whom it May Concern:

We represent **Kristina Flores and Ryan Ramsdell** (“Plaintiffs”) former employees of 52 Pier Restaurant, Inc., Newport Sharkeez, Inc., Sharkeez Restaurant Group LLC, Upper Manhattan Inc., Surf City Hospitality, Inc., 525 State St., Inc., PB Pierside Restaurant LLC, Old Town Hospitality, LLC, IL Boccaccio, Inc., NB Palmilla LLC, MB Palmilla Inc., Panama Joes Investors LLC; Prime-Mex Restaurant LLC, Culinary Craft, Inc., Culinary Cuisine LLC, Newman Hospitality Incorporated, Gregory J. Newman, and Ronald Newman (“Defendants”) in a lawsuit (the “Action”) to be filed against Defendants in Los Angeles County Superior Court. A copy of the Complaint to be filed in the Action is enclosed as **Exhibit A**.

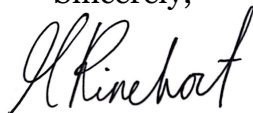
This letter serves as notice pursuant to California Labor Code § 2699.3 that we intend to prosecute representative claims for civil penalties under the Private Attorney’s General Act (“PAGA”) on behalf of those of Defendants’ employees employed from one year prior to filing of this Notice through trial on the Complaint (the “Aggrieved Employees”).

As set forth in the Complaint, Defendants violated their obligations under the California Labor Code by (1) failing to pay minimum wages for all hours worked pursuant to Lab. Code sections 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198; (2) failing to pay overtime wages pursuant to Lab. Code sections 510, 1194, and 1198; (3) failing to authorize meal and rest periods pursuant to Lab. Code sections 226.7, 512(a), and 1198; (4) failing to reimburse necessary business expenses pursuant to Lab. Code section 2802; (5) failing to provide and maintain accurate payroll records pursuant to Lab. Code sections 226(a)/(f)/(h), 226.3, and 1174(d); (6) failing to pay wages when due pursuant to Lab. Code sections 201, 203, and 204; and (7) illegal restrictions on discussing wages pursuant to Lab. Code sections 232, 923, and 1197.5(k).

Together with this correspondence, the enclosed complaint serves as notice pursuant to Labor Code § 2699.3, *et seq.* that we intend to prosecute representative claims for civil penalties under the Private Attorney's General Act ("PAGA") on behalf the Aggrieved Employees. *See* Cal. Lab. Code §§ 2699, *et seq.*

Please feel free to contact us with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "E. Siegel", written in a cursive style.

Elliot J. Siegel
Melissa R. Rinehart
KING & SIEGEL LLP

Exhibit A

Elliot J. Siegel (Bar No. 286798)
elliott@kingsiegel.com
Melissa R. Rinehart (Bar No. 331315)
melissa@kingsiegel.com
KING & SIEGEL LLP
724 South Spring Street, Suite 201
Los Angeles, California 90014
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Attorneys for Plaintiffs and the Putative Class

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

Kristina Flores and Ryan Ramsdell,
individually and on behalf of all similarly
situated individuals,

Plaintiffs,

vs.

52 Pier Restaurant, Inc., a California
corporation; **Newport Sharkeez, Inc.**, a
California corporation; **Sharkeez**
Restaurant Group LLC, a California
limited liability company; **Upper**
Manhattan Inc., a California corporation;
Surf City Hospitality, Inc., a California
corporation; **525 State St., Inc.**, a California
corporation; **PB Pierside Restaurant LLC**,
a California limited liability company; **Old**
Town Hospitality, LLC, a California limited
liability company; **IL Boccaccio, Inc.**, a
California corporation; **NB Palmilla LLC**, a
California limited liability company; **MB**
Palmilla Inc., a California corporation;
Panama Joes Investors LLC; a California
limited liability company; **Prime-Mex**
Restaurant LLC, a California limited
liability company; **Culinary Craft, Inc.**, a
California corporation; **Culinary Cuisine**
LLC, a California limited liability company;
Newman Hospitality Incorporated, a
California corporation; **Gregory J.**
Newman, an individual; **Ronald Newman**,
an individual; and **Does 1-10**, inclusive;

Defendants.

CASE NO.

CLASS ACTION COMPLAINT FOR:

- 1) Failure to Provide Compliant Meal Periods;**
- 2) Failure to Provide Compliant Rest Periods;**
- 3) Failure to Pay Minimum or Regular Wages;**
- 4) Failure to Pay Overtime Wages;**
- 5) Failure to Reimburse Necessary Business Expenses;**
- 6) Failure to Maintain and Provide Complete and Accurate Records;**
- 7) Failures to Pay Wages When Due;**
- 8) Illegal Restrictions on Discussing Wages; and**
- 9) Violation of California Business & Professions Code §§ 17200, et seq.**

Jury Trial Requested

1 Plaintiffs, by and through their counsel of record, hereby bring this action on behalf of
2 themselves and all other similarly situated current and former employees and allege as follows:

3 **PARTIES**

4 1. At all relevant times for this Complaint, Plaintiff **Kristina Flores**, (“Plaintiff
5 Flores”) was and is a resident of Los Angeles, California. Plaintiff Flores was employed by
6 Defendants as an hourly, non-exempt employee from approximately July 2022 through
7 approximately September 2024. Unless otherwise specified, Plaintiff Flores was subject to the
8 policies and practices described in this Complaint at all times during her employment with
9 Defendants.

10 2. At all relevant times for this Complaint, Plaintiff **Ryan Ramsdell**, (“Plaintiff
11 Ramsdell”) was and is a resident of Los Angeles, California. Plaintiff Ramsdell was employed by
12 Defendants as an hourly, non-exempt employee from approximately June 2023 through
13 approximately September 2025. Unless otherwise specified, Plaintiff Ramsdell was subject to the
14 policies and practices described in this Complaint at all times during his employment with
15 Defendants.

16 3. Defendant **52 Pier Restaurant, Inc.** (“52 Pier”) is a California corporation with
17 a principal business address of 36 13th Court, Hermosa Beach, California 90254. On information
18 and belief, 52 Pier owns, operates, manages, and/or controls bar, restaurant, and hospitality
19 establishments in California, including the Baja Sharkeez location at 52 Pier Avenue, Hermosa
20 Beach, California 90254, where Plaintiffs primarily performed work. On information and belief,
21 52 Pier is an integrated enterprise with other bar, restaurant, and hospitality establishments
22 owned, operated, and/or controlled by Defendants in California, including but not limited to,
23 Baja Sharkeez, Palmilla, Panama Joe’s, Tower 12, Esperanza Cocina de la Playa, Sandbar, PB
24 Hideaway, Killarney’s Irish Pub, and other affiliated concepts.

25 4. Defendant **Newport Sharkeez, Inc.** (“Newport Sharkeez”) is a California
26 corporation with a principal business address of 36 13th Court, Hermosa Beach, California 90254.
27 On information and belief, Newport Sharkeez owns, operates, manages, and/or controls bar,
28 restaurant, and hospitality establishments in California, including but not limited to, the Baja

Sharkeez location at 114 McFadden Place, Newport Beach, California 92663. On information and belief, Newport Sharkeez is an integrated enterprise with other bar, restaurant, and hospitality establishments owned, operated, and/or controlled by Defendants in California, including but not limited to, Baja Sharkeez, Palmilla, Panama Joe's, Tower 12, Esperanza Cocina de la Playa, Sandbar, PB Hideaway, Killarney's Irish Pub, and other affiliated concepts.

5. Defendant **Sharkeez Restaurant Group LLC** ("Sharkeez Restaurant Group") is a California limited liability company with a principal business address of 36 13th Court, Hermosa Beach, California 90254. On information and belief, Sharkeez Restaurant Group provides management, operational oversight, and administrative services to bar, restaurant, and hospitality establishments in California. On information and belief, Sharkeez Restaurant Group exercises centralized control over business operations, labor policies, scheduling practices, compensation structures, and employment practices affecting Plaintiffs and Class Members. On information and belief, Sharkeez Restaurant Group is an integrated enterprise with other bar, restaurant, and hospitality establishments owned, operated, and/or controlled by Defendants in California, including but not limited to, Baja Sharkeez, Palmilla, Panama Joe's, Tower 12, Esperanza Cocina de la Playa, Sandbar, PB Hideaway, Killarney's Irish Pub, and other affiliated concepts.

6. Defendant **Upper Manhattan Inc.** ("Upper Manhattan") is a California corporation with a principal business address of 36 13th Court, Hermosa Beach, California 90254. On information and belief, Upper Manhattan owns, operates, manages, and/or controls bar, restaurant, and hospitality establishments in California, including but not limited to, establishments located in Manhattan Beach, California. On information and belief, Upper Manhattan is an integrated enterprise with other bar, restaurant, and hospitality establishments owned, operated, and/or controlled by Defendants in California, including but not limited to Baja Sharkeez locations, Palmilla, Panama Joe's, Tower 12, Esperanza Cocina de la Playa, Sandbar, PB Hideaway, Killarney's Irish Pub, and other affiliated concepts.

7. Defendant **Surf City Hospitality, Inc.** ("Surf City") is a California corporation with a principal business address of 36 13th Court, Hermosa Beach, California 90254. On

information and belief, Surf City owns, operates, manages, and/or controls bar, restaurant, and hospitality establishments in California, including but not limited to, establishments located in Huntington Beach, California. On information and belief, Surf City is an integrated enterprise with other bar, restaurant, and hospitality establishments owned, operated, and/or controlled by Defendants in California, including but not limited to, Baja Sharkeez, Palmilla, Panama Joe's, Tower 12, Esperanza Cocina de la Playa, Sandbar, PB Hideaway, Killarney's Irish Pub, and other affiliated concepts.

8. Defendant **525 State St., Inc.** ("525 State") is a California corporation with a principal business address of 36 13th Court, Hermosa Beach, California 90254. On information and belief, 525 State owns, operates, manages, and/or controls bar, restaurant, and hospitality establishments in California, including but not limited to, establishments located in Santa Barbara, California. On information and belief, 525 State is an integrated enterprise with other bar, restaurant, and hospitality establishments owned, operated, and/or controlled by Defendants in California, including but not limited to, Baja Sharkeez, Palmilla, Panama Joe's, Tower 12, Esperanza Cocina de la Playa, Sandbar, PB Hideaway, Killarney's Irish Pub, and other affiliated concepts.

9. Defendant **PB Pierside Restaurant LLC** ("PB Pierside") is a California limited liability company with a principal business address of 36 13th Court, Hermosa Beach, California 90254. On information and belief, PB Pierside owns, operates, manages, and/or controls bar, restaurant, and hospitality establishments in California, including but not limited to, establishments located in Hermosa Beach, California. On information and belief, PB Pierside is an integrated enterprise with other bar, restaurant, and hospitality establishments owned, operated, and/or controlled by Defendants in California, including but not limited to, Baja Sharkeez, Palmilla, Panama Joe's, Tower 12, Esperanza Cocina de la Playa, Sandbar, PB Hideaway, Killarney's Irish Pub, and other affiliated concepts.

10. Defendant **Old Town Hospitality, LLC** ("Old Town Hospitality") is a California limited liability company with a principal business address of 36 13th Court, Hermosa Beach, California 90254. On information and belief, Old Town Hospitality owns, operates, manages,

and/or controls bar, restaurant, and hospitality establishments in California, including but not limited to, establishments located in San Diego, California. On information and belief, Old Town Hospitality is an integrated enterprise with other bar, restaurant, and hospitality establishments owned, operated, and/or controlled by Defendants in California, including but not limited to, Baja Sharkeez, Palmilla, Panama Joe's, Tower 12, Esperanza Cocina de la Playa, Sandbar, PB Hideaway, Killarney's Irish Pub, and other affiliated concepts.

11. Defendant **IL Boccaccio, Inc.** ("IL Boccaccio") is a California corporation with a principal business address of 36 13th Court, Hermosa Beach, California 90254. On information and belief, IL Boccaccio owns, operates, manages, and/or controls bar, restaurant, and hospitality establishments in California. On information and belief, IL Boccaccio is an integrated enterprise with other bar, restaurant, and hospitality establishments owned, operated, and/or controlled by Defendants in California, including but not limited to, Baja Sharkeez, Palmilla, Panama Joe's, Tower 12, Esperanza Cocina de la Playa, Sandbar, PB Hideaway, Killarney's Irish Pub, and other affiliated concepts.

12. Defendant **NB Palmilla LLC** ("NB Palmilla") is a California limited liability company with a principal business address of 36 13th Court, Hermosa Beach, California 90254. On information and belief, NB Palmilla owns, operates, manages, and/or controls bar, restaurant, and hospitality establishments in California, including but not limited to, establishments operating under the Palmilla concept in Newport Beach, California. On information and belief, NB Palmilla is an integrated enterprise with other bar, restaurant, and hospitality establishments owned, operated, and/or controlled by Defendants in California, including but not limited to, Baja Sharkeez, Palmilla, Panama Joe's, Tower 12, Esperanza Cocina de la Playa, Sandbar, PB Hideaway, Killarney's Irish Pub, and other affiliated concepts.

13. Defendant **MB Palmilla Inc.** ("MB Palmilla") is a California corporation that, on information and belief, owns, operates, manages, and/or controls bar, restaurant, and hospitality establishments in California, including but not limited to, establishments operating under the Palmilla concept in Manhattan Beach, California. On information and belief, MB Palmilla is an integrated enterprise with other bar, restaurant, and hospitality establishments owned, operated,

and/or controlled by Defendants in California, including but not limited to, Baja Sharkeez, Palmilla, Panama Joe's, Tower 12, Esperanza Cocina de la Playa, Sandbar, PB Hideaway, Killarney's Irish Pub, and other affiliated concepts.

14. Defendant **Panama Joes Investors LLC** ("Panama Joes") is a California limited liability company with a principal business address of 36 13th Court, Hermosa Beach, California 90254. On information and belief, Panama Joes owns, operates, manages, and/or controls bar, restaurant, and hospitality establishments in California, including but not limited to, establishments operating under the Panama Joe's concept in Long Beach, California. On information and belief, Panama Joes is an integrated enterprise with other bar, restaurant, and hospitality establishments owned, operated, and/or controlled by Defendants in California, including but not limited to, Baja Sharkeez, Palmilla, Panama Joe's, Tower 12, Esperanza Cocina de la Playa, Sandbar, PB Hideaway, Killarney's Irish Pub, and other affiliated concepts.

15. Defendant **Prime-Mex Restaurant LLC** ("Prime-Mex") is a California limited liability company with a principal business address of 36 13th Court, Hermosa Beach, California 90254. On information and belief, Prime-Mex owns, operates, manages, and/or controls bar, restaurant, and hospitality establishments in California. On information and belief, Prime-Mex is an integrated enterprise with other bar, restaurant, and hospitality establishments owned, operated, and/or controlled by Defendants in California, including but not limited to, Baja Sharkeez, Palmilla, Panama Joe's, Tower 12, Esperanza Cocina de la Playa, Sandbar, PB Hideaway, Killarney's Irish Pub, and other affiliated concepts.

16. Defendant **Culinary Craft, Inc.** ("Culinary Craft") is a California corporation with a principal business address of 36 13th Court, Hermosa Beach, California 90254. On information and belief, Culinary Craft owns, operates, manages, and/or controls bar, restaurant, and hospitality establishments in California. On information and belief, Culinary Craft is an integrated enterprise with other bar, restaurant, and hospitality establishments owned, operated, and/or controlled by Defendants in California, including but not limited to, Baja Sharkeez, Palmilla, Panama Joe's, Tower 12, Esperanza Cocina de la Playa, Sandbar, PB Hideaway, Killarney's Irish Pub, and other affiliated concepts.

1 17. Defendant **Culinary Cuisine LLC** (“Culinary Cuisine”) is a California limited
2 liability company with a principal business address of 36 13th Court, Hermosa Beach, California
3 90254. On information and belief, Culinary Cuisine owns, operates, manages, and/or controls
4 bar, restaurant, and hospitality establishments in California. On information and belief, Culinary
5 Cuisine is an integrated enterprise with other bar, restaurant, and hospitality establishments
6 owned, operated, and/or controlled by Defendants in California, including but not limited to,
7 Baja Sharkeez, Palmilla, Panama Joe’s, Tower 12, Esperanza Cocina de la Playa, Sandbar, PB
8 Hideaway, Killarney’s Irish Pub, and other affiliated concepts.

9 18. Defendant **Newman Hospitality Incorporated** (“Newman Hospitality”) is a
10 California corporation with a principal business address of 36 13th Court, Hermosa Beach,
11 California 90254. On information and belief, Newman Hospitality owns, operates, manages,
12 and/or controls bar, restaurant, and hospitality establishments in California. On information and
13 belief, Newman Hospitality is an integrated enterprise with other bar, restaurant, and hospitality
14 establishments owned, operated, and/or controlled by Defendants in California, including but
15 not limited to, Baja Sharkeez, Palmilla, Panama Joe’s, Tower 12, Esperanza Cocina de la Playa,
16 Sandbar, PB Hideaway, Killarney’s Irish Pub, and other affiliated concepts.

17 19. Defendant **Gregory J. Newman** (“Greg Newman”) is an individual and, on
18 information and belief, is the Chief Executive Officer, owner, director, officer, and/or managing
19 agent of Defendants, *i.e.*, 52 Pier, Newport Sharkeez, Sharkeez Restaurant Group, Upper
20 Manhattan, Surf City, 525 State, PB Pierside, Old Town, IL Boccaccio, NB Palmilla, MB Palmilla,
21 Panama Joes, Culinary Craft, Culinary Cuisine, Newman Hospitality, and other affiliated bar,
22 restaurant, and hospitality establishments referenced herein, and on information and belief is a
23 resident of the State of California. On information and belief, Greg Newman exercised control
24 over business operations, labor policies, hiring, firing, payroll practices, compensation
25 structures, and working conditions applicable to Plaintiffs and putative class members (“Class
26 Members”), and thereby violated or caused to be violated the statutes and regulations described
27 herein. As a managing agent, director, officer, and/or owner who exercised control over wages,
28 hours, and working conditions, Greg Newman is personally liable for the Labor Code violations

1 and civil penalties alleged herein pursuant to Labor Code § 558.1.

2 20. Defendant **Ronald Newman** (“Ron Newman”) is an individual and, on
3 information and belief, is the Secretary, owner, director, officer, and/or managing agent of
4 Defendants, *i.e.*, 52 Pier, Newport Sharkeez, Sharkeez Restaurant Group, Upper Manhattan, Surf
5 City, 525 State, PB Pierside, Old Town, IL Boccaccio, NB Palmilla, MB Palmilla, Panama Joes,
6 Culinary Craft, Culinary Cuisine, Newman Hospitality, and other affiliated bar, restaurant, and
7 hospitality establishments referenced herein, and on information and belief is a resident of the
8 State of California. On information and belief, Ron Newman exercised authority and control over
9 business operations, labor policies, hiring, firing, scheduling, payroll practices, compensation
10 structures, and/or working conditions applicable to Plaintiffs and Class Members, and thereby
11 violated or caused to be violated the statutes described herein. As a managing agent, director,
12 officer, and/or owner who exercised control over wages, hours, and working conditions, Ron
13 Newman is personally liable for the Labor Code violations and civil penalties alleged herein
14 pursuant to Labor Code § 558.1.

15 21. Plaintiffs are not currently aware of the names and true identities of defendants
16 Does 1-10. Plaintiffs reserve the right to amend this complaint to allege their true names and
17 capacities when this information is available. Each Doe defendant is responsible for the damages
18 alleged pursuant to each of the causes of action asserted, either through its own conduct, or
19 vicariously through the conduct of others. All further references in this complaint to any of the
20 named Defendants include the fictitiously named defendants.

21 22. At all times alleged herein, each Defendant was the agent, servant, employee,
22 partner, joint employer, alter ego, and/or joint venturer of every other Defendant and was acting
23 within the course and scope of such relationship. The acts and omissions of each Defendant were
24 authorized, ratified, and/or directed by each of the remaining Defendants. Each Defendant
25 participated in, controlled, influenced, and/or had the right to control the labor policies,
26 employment practices, wages, hours, scheduling, payroll administration, and working conditions
27 of Plaintiffs and Class Members.

23. Defendants have operated as a joint enterprise and/or joint employers of Plaintiffs and Class Members. On information and belief, Defendants share a common principal place of business located at 36 13th Court, Hermosa Beach, California 90254, and share common ownership, officers, directors, managing agents, and decision makers, including but not limited to Gregory J. Newman and Ronald Newman. On information and belief, Defendants maintain interrelated operations, shared management, coordinated marketing and promotional activities, common branding, shared operational infrastructure, shared payroll systems, shared scheduling practices, and centralized control over employment policies affecting hourly, non-exempt employees throughout Defendants' bar, restaurant, and hospitality establishments.

24. Further consistent with Defendants' operation as a joint enterprise, Plaintiffs were required to perform promotional, marketing, and operational activities benefiting multiple affiliated bar, restaurant, and hospitality establishments owned, operated, and/or controlled by Defendants, including but not limited to establishments operating under the Baja Sharkeez, Panama Joe's, Tower 12, and other related concepts. Plaintiffs were directed and/or encouraged to promote business across multiple affiliated locations, interact with employees and patrons of other Defendant establishments, and perform work that benefitted the integrated enterprise as a whole rather than a single nominal employer entity.

25. On information and belief, Defendants utilized common management personnel, shared ownership structure, shared branding strategies, and coordinated operational decision-making across affiliated entities. Defendants' employees, including Plaintiffs and Class Members, regularly interacted with management, promoters, and employees associated with multiple Defendant entities, demonstrating centralized control of labor relations and interrelated business operations across the enterprise.

26. On information and belief, Defendants structured their corporate entities in a manner designed to operate as a single integrated hospitality enterprise while limiting apparent liability exposure through the use of multiple nominal employing entities. Despite the use of separate corporate forms, Defendants maintained centralized control over employment practices, compensation policies, scheduling practices, promotional expectations, and operational decision-

1 making applicable to Plaintiffs and Class Members.

2 **VENUE AND JURISDICTION**

3 27. The court has jurisdiction over all causes of action in this complaint pursuant to
4 Article VI, § 10 of the California Constitution. No federal question is at issue; Plaintiffs rely solely
5 on California statutes and law, including the Labor Code and the Business & Professions Code.
6 Because Plaintiffs and other Class Members were employed by Defendants, the policies and
7 practices complained of herein were implemented in Los Angeles County, and because
8 Defendants transact business within Los Angeles County, Defendants are within the jurisdiction
9 of the court for service of process. Moreover, Business & Professions Code § 17204 provides that
10 any person acting on their own behalf may bring an action in any court of competent jurisdiction.

11 28. Venue as to Defendants is proper in this Superior Court pursuant to California Code
12 of Civil Procedure § 395. Defendants transact business and/or has offices in this county,
13 employed Plaintiffs and Class Members in this county, and the acts and omissions alleged herein
14 took place in this county.

15 **CLASS ACTION ALLEGATIONS**

16 29. Defendants operate a network of bar, restaurant, and hospitality establishments
17 throughout California under various brand names, including but not limited to, Baja Sharkeez,
18 Palmilla, Panama Joe's, Tower 12, Esperanza Cocina de la Playa, Sandbar, PB Hideaway,
19 Killarney's Irish Pub, and other affiliated concepts. Defendants operate these establishments as
20 an integrated enterprise engaged in the business of providing food service, alcohol service, event
21 hosting, and related hospitality services to the public. Many of Defendants' locations operate
22 extended business hours, including late-night and early-morning operations, requiring
23 continuous staffing coverage by hourly, non-exempt employees.

24 30. Throughout the duration of Plaintiffs' and other Class Members' employment,
25 Defendants employed Class Members as hourly, non-exempt employees in various positions
26 including, but not limited to, servers, bartenders, door hosts, floor staff, housekeepers, and
27 promotional staff. Plaintiff Flores worked as a server and bartender, and Plaintiff Ramsdell
28 worked as a door host and floor staff member. Class Members were responsible for providing

customer service, food and beverage service, guest management, facility maintenance, and promotional activities for Defendants' establishments.

31. At all relevant times, Plaintiffs and Class Members were subject to Defendants' uniform written policies and practices governing scheduling, timekeeping, compensation, meal and rest periods, tip pooling, uniform requirements, and job duties.

32. In order to meet Defendants' expectations, and as a matter of uniform policy and practice, Plaintiffs and Class Members were routinely required to perform compensable work for which they were not fully compensated, including unpaid minimum wages, straight-time wages, and overtime wages, in violation of Labor Code §§ 223, 510, 1194, 1194.2, 1197, 1197.1, and applicable Wage Orders.

33. As a matter of uniform and systemic policy, Defendants required Plaintiffs and Class Members to arrive early before their scheduled shift start times to set up equipment, obtain radios and other necessary items, and prepare for their shifts before clocking in. Plaintiffs and Class Members were instructed to report to work fully prepared and ready to begin serving customers immediately upon their scheduled shift start time. In order to meet this standard, employees were forced to arrive early to complete necessary pre-shift tasks without compensation. Plaintiffs believe this was the same for other Class Members.

34. Defendants maintained centralized control over employee timekeeping and payroll records. On information and belief, Defendants' management and/or payroll personnel possessed the ability to review, edit, and modify employees recorded work hours within the electronic timekeeping system. For example, when employees reported for scheduled meetings and were required to wait for meetings to begin, Defendants reduced recorded hours to reflect only the meeting duration rather than the full-time employees were required to remain available. Similarly, when meetings were cancelled after employees had reported or waited, Defendants reduced recorded hours to exclude compensable waiting time.

35. Similarly, as a matter of uniform and systemic policy, Defendants required Plaintiffs and Class Members to clock out at the end of their shifts and continue working on closing tasks, tip distribution, and cleanup activities. For example, Plaintiff Flores and other Class

Members were expected to organize and distribute tips for tip pooling after clocking out, a task that takes a minimum of twenty (20) to thirty (30) minutes and up to one (1) hour for every shift.

36. Additionally, as a matter of uniform and systemic policy, Defendants required Plaintiffs and Class Members to perform various work-related duties outside of recorded working time and without compensation. These duties included, among other things, attending mandatory meetings, engaging in promotional activities, posting on social media for Defendants' benefit, responding to work-related communications from supervisors outside scheduled shifts, and completing other job-related tasks. Defendants further pressured employees to participate in promotional activities¹ by informing them that employees who declined to participate would not be prioritized for desirable shifts, advancement opportunities, or promotions to higher-paying positions. Plaintiffs and Class Members were threatened with discipline or adverse scheduling consequences if they failed to comply.

37. As part of Defendants' promotional practices, Plaintiff Flores and other Class Members were promised additional compensation tied to promotional efforts and business performance. These payments were communicated in advance and were based on predetermined criteria established by Defendants. On information and belief, Defendants failed to accurately track these payments and/or properly include all such compensation in employees' regular rates of pay when calculating overtime wages.

38. As part of these promotional requirements, Defendants required Plaintiffs and Class Members to travel to various locations using their personal vehicles in order to promote Defendants' business operations. Plaintiffs and other Class Members were also required to use their personal vehicles to travel between different restaurant locations and to local grocery stores in order to obtain work-related supplies, including items that had run out at a particular location, and to perform other non-promotional job duties as directed by Defendants. Defendants did not

¹ Plaintiffs and other Class Members were regularly expected to attend promotional outings at other bars and restaurants to promote Defendants' establishments, distribute promotional materials, and encourage patrons to attend Defendants' events. Plaintiffs and other Class Members were not compensated for their time spent performing these promotional duties, nor were Plaintiffs and other Class Members reimbursed for reasonable expenses they incurred in connection with these duties.

reimburse employees for mileage, fuel costs, vehicle expenses, or travel-related expenses incurred in connection with these required promotional activities.

39. Defendants also regularly scheduled Plaintiffs and Class Members for split shifts separated by unpaid gaps in time and failed to pay split shift premiums as required under California Industrial Welfare Commission Wage Order No. 5.

40. As a matter of uniform and systemic policy, Defendants failed to authorize and/or permit their non-exempt employees to take bona fide meal and rest periods pursuant to Labor Code § 226.7, and failed to pay them premium wages in lieu thereof.

41. Defendants have consistently denied their non-exempt employees the opportunity to take compliant thirty (30) minute meal periods in accordance with the California Labor Code. As a matter of uniform policy, Defendants required Plaintiffs and Class Members to sign blanket meal period waivers upon hiring that purported to waive their meal period rights for all shifts indefinitely, regardless of shift length or operational necessity. These waivers were not limited to specific shifts where on-duty meal periods were required by the nature of the work, but instead applied to all shifts as a general condition of employment.

42. Further, Defendants' policies and practices served to deprive Plaintiffs and Class Members of compliant meal and rest periods. As a matter of uniform policy, Plaintiffs and Class Members were told by management that they must choose between taking a ten (10) minute rest break or a thirty (30) minute meal break, stating it was "one or the other." This policy unlawfully forced employees to forfeit their right to either meal periods or rest periods.

43. Additionally, as a matter of uniform policy and practice, Defendants required Plaintiffs and Class Members to take excessively long unpaid breaks—often lasting one (1) to two (2) hours—during slower business periods in order to reduce paid hours and labor costs. Defendants did not disclose the full duration of these unpaid breaks in advance and instead required employees to repeatedly check in with management to determine when they were permitted to return to work. Break extensions were frequently communicated on short notice, requiring Plaintiffs and Class Members to remain on-premises or nearby, available to return to work at any time, while remaining under Defendants' control without compensation.

1 44. Defendants also routinely delayed, interrupted, shortened, or failed to provide
2 compliant meal periods due to operational demands, understaffing, and scheduling practices. As
3 a result, Plaintiffs and Class Members were often required to take meal periods after their fifth
4 hour of work or were not provided meal periods at all, and Defendants failed to pay premium
5 wages for these non-compliant meal periods.

6 45. Defendants also maintained policies and practices that regularly prevented non-
7 exempt employees from taking legally compliant ten (10) minute, uninterrupted rest periods in
8 accordance with the California Labor Code. Due to operational demands, understaffing, and
9 productivity expectations, Plaintiffs and Class Members were frequently required to work
10 through rest periods, take shortened breaks of less than ten (10) minutes, take late breaks, or
11 forego rest breaks altogether. Defendants failed to pay premium wages for these non-compliant
12 rest periods.

13 46. As a matter of uniform and systemic policy, Defendants made unlawful deductions
14 from Plaintiffs' and Class Members' wages by requiring non-exempt employees to pay for
15 customer walkouts when customers left without paying their bills. Plaintiffs and Class Members
16 were told to pay the cost of the walkout or face suspension, and were not given a genuine choice
17 in the matter. In some instances, these deductions exceeded sixty dollars (\$60) per incident.

18 47. Additionally, as a matter of uniform and systemic policy, Defendants failed to
19 reimburse Plaintiffs and Class Members for necessary business expenses. Defendants required
20 Plaintiffs and Class Members to attend promotional outings at various bars and restaurant
21 establishments, including travel to locations requiring substantial mileage, without reimbursing
22 employees for mileage or other travel-related costs, such as parking. Defendants also failed to
23 reimburse employees for uniform maintenance costs and for the use of personal cell phones for
24 work-related purposes.

25 48. As a matter of uniform and systemic policy, Defendants violated reporting time pay
26 requirements by cancelling shifts with insufficient notice without providing the required
27 compensation. Plaintiffs and Class Members were called off less than thirty (30) minutes before
28 their scheduled shift start times, sent home early without receiving minimum compensation for

reporting to work, and had shifts cancelled as they arrived at work without receiving reporting time pay.

49. Upon information and belief, Defendants engaged in irregular pay practices including paying certain employees performing cover work approximately twenty dollars (\$20) per hour outside of payroll and processing such payments as "paid outs" typically used for expense reimbursements rather than regular wages. Additionally, Defendants required employees to declare tip amounts during the clock-out process through the point-of-sale ("POS") system before employees had the ability to fully calculate or verify the total tips actually received. As a result, employees were frequently unable to accurately report tip amounts, leading to inaccurate payroll records and wage statements. Wage statements also included notations such as "Tips (In)" and "Do not increase Net Pay," suggesting tips were recorded for reporting purposes but not properly integrated into employees' compensation.

50. As a matter of uniform and systemic policy, Defendants failed to pay Plaintiffs and Class Members all earned wages, including unpaid regular and overtime wages, meal and rest period premiums, reporting time pay, and unreimbursed business expenses, either on regular paydays, at the time of termination, or within seventy-two (72) hours of separation from employment.

51. Plaintiffs, therefore, bring this action on behalf of themselves and as a class action on behalf of the following defined Class:

Non-Exempt Employee Class:

All persons who worked at least one shift as a non-exempt employee for Defendants in the State of California from the period four years prior to the filing of this Action and until the date of trial ("Class").

52. Common methods of proof exist for determining these issues on a class-wide basis, including but not limited to, Defendants' employment records, payroll records, timesheets, time cards, written policies and procedures, disciplinary records, witness declarations, computer and electronic records, and other business records.

53. **Numerosity.** Plaintiffs are informed and believe that, during the class period, at least 100 Class Members have been employed as non-exempt employees by Defendants within

1 the state of California. The number of Class Members is sufficiently numerous such that joinder
2 of all members is impossible or impracticable.

3 54. **Typicality.** Plaintiffs' claims are typical of all Class Members. Plaintiffs, like all
4 other Class Members, were subjected to the policies and practices set forth above. Plaintiffs' job
5 duties were typical of Class Members in all relevant respects. Plaintiffs' work schedules and
6 compensation structures were typical of Class Members. Plaintiffs were subject to the same
7 timekeeping, meal and rest break, wage payment, and tip pooling policies as other Class
8 Members.

9 55. **Adequacy.** There are no material conflicts between the claims of the
10 representative Plaintiffs and Class Members that would make class certification inappropriate.
11 Plaintiffs understand their obligation to inform the Court of any relationship, conflicts, or
12 differences with any Class Member. Plaintiffs will fairly and adequately protect the interests of
13 the Class Members. Plaintiffs are invested in redressing Defendants' illegal practices on behalf of
14 all Class Members. Moreover, Plaintiffs have retained competent counsel experienced in both
15 class action and employment litigation. Plaintiffs' attorneys, the proposed class counsel, are well
16 versed in the rules governing class action discovery, certification, and settlement, and will
17 vigorously assert the claims of all Class Members. Plaintiffs have incurred, and will continue to
18 incur, costs and attorneys' fees that have been, are, and will be necessarily expended for the
19 prosecution of this action for the substantial benefit of each Class Member.

20 56. **Existence and Predominance of Common Issues.** Common questions of law
21 and fact exist as to all Class Members, which predominate over potential issues affecting
22 individual Class Members, including, but not limited to:

- 23 a. Whether Defendants had a common policy and/or practice of requiring or
24 permitting Plaintiffs and Class Members to work off-the-clock before shifts,
25 after shifts, and during meal periods;
- 26 b. Whether Defendants had a common policy and/or practice of depriving
27 Plaintiffs and Class Members of minimum, regular, and/or overtime wages
28 for all hours worked;

- 1 c. Whether Defendants unlawfully and/or willfully failed to compensate
2 Plaintiffs and Class Members with required minimum, regular, and/or
3 overtime wages;
- 4 d. Whether Defendants had a common policy and/or practice of depriving
5 Plaintiffs and Class Members of compliant, off-duty meal and/or rest
6 periods;
- 7 e. Whether Defendants unlawfully and/or willfully deprived Plaintiffs and
8 Class Members of compliant, off-duty meal and/or rest periods;
- 9 f. Whether Defendants have a common policy and/or practice of failing to
10 maintain accurate payroll records in the State of California;
- 11 g. Whether Defendants unlawfully and/or willfully failed to maintain accurate
12 payroll records in the State of California;
- 13 h. Whether Defendants have a common policy and/or practice of failing to
14 provide accurate wage statements in the State of California;
- 15 i. Whether Defendants unlawfully and/or willfully failed to provide accurate
16 wage statements reflecting hours worked and wages earned to Plaintiffs and
17 Class Members;
- 18 j. Whether Defendants had a common policy and/or practice of failing to
19 reimburse Plaintiffs and Class Members for reasonable business expenses;
- 20 k. Whether Defendants unlawfully and/or willfully failed to reimburse
21 Plaintiffs and Class Members for reasonable business expenses;
- 22 l. Whether Plaintiffs and Class Members sustained damages as a result of any
23 of the aforementioned violations, and, if so, the proper measure of those
24 damages, including interest, penalties, costs, attorneys' fees, and equitable
25 relief;
- 26 m. Whether Defendants violated the Unfair Competition Law, California
27 Business & Professions Code § 17200 *et seq.*, by violating the above
28 provisions of law; and

57. **Superiority.** A class action is superior to other available means for the fair and efficient adjudication of this dispute. The damages suffered by individual Class Members, while substantial, are small compared to the burden and expense of individual prosecution of the complex and expensive litigation necessary to address Defendants' conduct. Even if Class Members themselves could afford individual litigation, the court system would be overwhelmed by individual lawsuits if all Class Members sought redress. In addition, individualized litigation increases the delay and expense to all parties and to the court system resulting from the complex legal and factual issues of this case. Individualized litigation also presents the potential for inconsistent or contradictory judgments. By contrast, the class action device presents far fewer management difficulties; it allows the hearing of claims that might otherwise go unaddressed because of the relative expense of bringing individual lawsuits, and it provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court. Plaintiffs contemplate providing individual notice to members of the Class through Defendants' records.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

California Labor Code §§ 226.7, 512(a), and 1198

Failure to Provide Compliant Meal Periods

(Plaintiffs and Class Against All Defendants)

58. Plaintiffs repeat and incorporate by reference every allegation in this complaint as if fully set forth herein.

59. At all times relevant to this Complaint, Defendants knew they were obligated to provide legally compliant meal periods to their non-exempt employees pursuant to Labor Code §§ 512 and 226.7. Labor Code § 512(a) states 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

1 than 10 hours per day without providing the employee with a second meal period of not less than
2 30 minutes.”

3 60. Further, Labor Code sections 226.7, 512(a), and 1198 provide that no employer shall
4 require an employee to work during any meal period mandated by an applicable order of the IWC
5 – including Wage Order No. 5-2001, which applied to Plaintiffs’ and Class Members’
6 employments. “An off-duty meal period, therefore, is one in which the employee is relieved of all
7 duty during the 30-minute meal period [...] an employer’s obligation is to provide an off-duty
8 meal period: an uninterrupted 30–minute period during which the employee is relieved of all
9 duty.” *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

10 61. Defendants’ policies and practices deprived Plaintiffs and Class Members of legally
11 compliant meal periods. Specifically, Defendants required employees to sign blanket meal period
12 waivers upon hire, routinely required employees to take meal periods after their fifth hour of
13 work, failed to provide second meal periods for shifts exceeding ten hours, and frequently
14 required employees to miss, delay, shorten, or interrupt meal periods due to understaffing and
15 operational demands. Defendants also required employees to remain under Defendants’ control
16 during extended unpaid breaks by requiring them to remain available to return to work on short
17 notice.

18 62. Accordingly, Plaintiff and Class Members were uniformly denied meal periods as a
19 result of Defendants’ formal policies and practices. By failing to consistently provide uninter-
20 rupted, off-duty 30-minute meal periods, Defendants violated the Labor Code as to Plaintiff and
21 Class Members.

22 63. Pursuant to Labor Code § 226.7(b), Plaintiff and Class Members are entitled to re-
23 cover from Defendants an additional hour of pay at their regular rates of pay for each shift in
24 which a required meal period was not provided.

1 **SECOND CAUSE OF ACTION**

2 ***Labor Code §§ 226.7 and 1198***

3 ***Failure to Provide Compliant Rest Periods***

4 **(Plaintiffs and Class Against All Defendants)**

5 64. Plaintiffs repeat and incorporate by reference every allegation in this complaint as
6 if fully set forth herein.

7 65. At all times relevant to this complaint, Defendants knew they were obligated to
8 provide compliant rest periods to their non-exempt employees pursuant to Labor Code § 226.7.

9 66. Labor Code § 226.7 provides:

10 (a) No employer shall require any employee to work during any meal or
11 rest period mandated by an applicable order of the Industrial Welfare
Commission.

12 (b) If any employer fails to provide an employee a meal period or rest
13 period in accordance with an applicable order of the Industrial Welfare
14 Commission, the employer shall pay the employee one additional hour of
pay at the employee's regular rate of compensation for each work day that
the meal or rest period is not provided.

15 67. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an
16 employee to work during any rest or meal period mandated by an applicable order of the IWC –
17 including Wage Order No. 5-2001, which applied to Plaintiffs' and Class Members'
18 employments. Employers must authorize and permit employees to be relieved of all duty during
19 their rest and meal periods: "A rest period, in short, must be a period of rest." *Augustus v. ABM*
20 *Sec. Servs., Inc.*, 385 P.3d 823, 834 (2016).

21 68. Employees must also be free to leave the employer's premises during their rest
22 period. *See id.* at 270 ("In the context of a 10-minute break that employers must provide during
23 the work period, a broad and intrusive degree of control exists when an employer requires
24 employees to remain on call and respond during breaks. An employee on call cannot take a brief
25 walk—five minutes out, five minutes back—if at the farthest extent of the walk he or he is not in a
26 position to respond."); *see also* Department of Industrial Relations, "Rest Periods," *available at*
27 https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm ("Q. Can my employer require that I stay
28 on the work premises during my rest period? A. No, your employer cannot impose any restraints

1 not inherent in the rest period requirement itself.”).

2 69. On information and belief, failed to authorize or permit all required compliant paid
3 rest periods for shifts between 3.5 and ten hours, or subjected employees to interrupted or
4 shortened rest periods. Defendants further failed to authorize or permit a compliant second and
5 third rest period for shifts in excess of 6 and 10 hours, respectively. Further, Defendants expressly
6 refused to permit Plaintiffs and Class Members to take rest periods or were otherwise mandated
7 to remain on premises during their rest periods.

8 70. Pursuant to Wage Order No. 5 and Labor Code § 226.7(b), Plaintiffs and Class
9 Members are entitled to recover from Defendants one additional hour of pay at their regular rates
10 of pay for each shift that a compliant rest period was not provided. Defendants were aware that
11 their actions were a violation of applicable law but consistently refused to pay these premiums as
12 required by law.

13 **THIRD CAUSE OF ACTION**

14 ***California Labor Code §§ 223, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198***

15 ***Failure to Pay Minimum and Regular Rate Wages***

16 **(Plaintiffs and Class Against All Defendants)**

17 71. Plaintiffs repeat and incorporate by reference all allegations contained in the
18 preceding paragraphs as if fully set forth herein.

19 72. California law requires employers to compensate employees for all time that an
20 employee is “suffered or permitted to work,” which includes all time “when any employer ‘directs,
21 commands or restrains’ an employee.” *See, e.g., Morillion v. Royal Packing Co.*, 22 Cal. 4th 575,
22 583 (2000), as modified (May 10, 2000); *see also* Code Regs. tit. 8, § 11040(2)(L) (“Hours
23 worked’ means the time during which an employee is subject to the control of an employer and
24 includes all the time the employee is suffered or permitted to work, whether or not required to do
25 so.”).

26 73. Defendants required Plaintiffs and Class Members to perform compensable work
27 off-the-clock without compensation, including performing pre-shift duties before clocking in,
28 continuing to perform closing duties after clocking out, working during meal periods, and

1 attending promotional events and activities for Defendants' benefit without compensation. As a
2 result, Defendants failed to pay Plaintiffs and Class Members all minimum, regular, and/or
3 overtime wages owed for all hours worked.

4 74. Upon information and belief, Defendants took other actions that resulted in the
5 failure to pay all wages due to Class Members that are presently unknown to Plaintiff.

6 75. Accordingly, Defendants failed to pay Plaintiff or Class Members for all hours
7 worked where they were under the control of Defendants.

8 76. As a result of Defendants' failure and refusal to comply with California law, Plaintiff
9 and Class Members are entitled to recover actual and liquidated damages for the unpaid time,
10 plus injunctive relief and reasonable attorney's fees and costs. Lab. Code §§ 1194, 1197.1.

11 **FOURTH CAUSE OF ACTION**

12 ***Labor Code §§ 510 and 1198***

13 ***Failure to Pay Overtime Wages***

14 **(Plaintiffs and Class Against All Defendants)**

15 77. Plaintiffs repeat and incorporate by reference every allegation in this complaint as
16 if fully set forth herein.

17 78. California Labor Code §§ 510 and 1198 provide that it is unlawful to employ persons
18 without compensating them at a rate of pay either time-and-one-half or two-times that person's
19 regular rate of pay, depending on the number of hours worked by the person on a daily or weekly
20 basis.

21 79. Plaintiff and Class Members who work more than eight hours in a day or more than
22 forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours worked
23 in excess of eight hours in a day or more than forty hours in a workweek. An employee's regular
24 rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, in-
25 cluding commissions, non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container*
26 *Corp. of California*, 4 Cal. 5th 542, 573 (2018), as modified (Apr. 25, 2018).

27 80. Throughout the Class Period, Plaintiff and other Class Members were not paid over-
28 time premiums for all of the hours they worked in excess of eight hours in a day, in excess of

1 twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a work-
2 week, and in excess of forty hours in a week due to the off-the-clock work identified above.

3 81. As Class Members sometimes worked shifts of more than eight hours a day or forty
4 hours a week, this off-the-clock work should have been adequately compensated for by their ap-
5 propriate overtime rate of pay.

6 82. Defendants knew or should have known that Plaintiff and Class Members did not
7 receive overtime compensation.

8 83. Accordingly, Defendants' failure to pay overtime compensation resulted in Plaintiff
9 and Class Members being deprived of earned overtime wages. Pursuant to Labor Code § 1194,
10 Plaintiff and Class Members are entitled to recover their unpaid overtime compensation, as well
11 as interest, costs, and attorneys' fees.

12 **FIFTH CAUSE OF ACTION**

13 ***California Labor Code § 2802***

14 ***Failure to Reimburse Necessary Business Expenses***

15 **(Plaintiffs and Class Against Defendants)**

16 84. Plaintiffs repeat and incorporate by reference all allegations contained in the pre-
17 ceding paragraphs as if fully set forth herein.

18 85. Labor Code section 2802 provides that "[a]n employer shall indemnify his or her
19 employee for all necessary expenditures or losses incurred by the employee in direct consequence
20 of the discharge of his or her duties, or of his or her obedience to the directions of the employer."
21 Lab. Code § 2802. The purpose of Labor Code § 2802 is to prevent employers from passing off
22 their cost of doing business on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228
23 Cal. App. 4th 1137 (2014).

24 86. Defendants maintained a uniform policy of requiring Plaintiffs and Class Members
25 to incur necessary business expenses for Defendants' benefit without reimbursement. As part of
26 their job duties, Plaintiffs and Class Members were required to use their personal vehicles to
27 travel to promotional events, between restaurant locations, and to local stores to obtain work-
28 related supplies and perform other assigned tasks, yet Defendants failed to reimburse mileage,

1 fuel, parking, or other travel-related costs. Defendants also failed to reimburse employees for
2 other necessary business expenses, including uniform maintenance and the use of personal cell
3 phones for work-related purposes. *See Cochran v. Schwan's Home Serv., Inc.*, 228 Cal. App. 4th
4 1137, 1144 (“We hold that when employees must use their personal cell phones for work related
5 calls, Labor Code section 2802 requires the employer to reimburse them. Whether the employees
6 have cell phone plans with unlimited minutes or limited minutes, the reimbursement owed is a
7 reasonable percentage of their cell phone bills.”).

8 87. By unlawfully failing to reimburse Plaintiff and Class Members, Defendants are li-
9 able for a reasonable portion of the incurred expenses, to be determined upon trial, plus reason-
10 able attorneys’ fees and costs. Lab. Code § 2802.

11 **SIXTH CAUSE OF ACTION**

12 ***Labor Code §§ 226, 226.3, and 1174***

13 ***Failure to Maintain and Provide Complete and Accurate Records***

14 **(Plaintiffs and Class Against All Defendants)**

15 88. Plaintiffs repeat and incorporate by reference all allegations contained in the
16 preceding paragraphs as if fully set forth herein.

17 89. Labor Code § 226 requires employers to furnish employees with an accurate,
18 itemized statement in writing showing, among other things, (1) gross wages earned; (2) total
19 hours worked by the employee (for hourly-paid, non-exempt employees); (3) all deductions; (4)
20 net wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the
21 name of the employee and the last four digits of his or her social security number; (7) the name
22 and address of the legal entity that is the employer; and (8) all applicable hourly rates in effect
23 during the pay period and the corresponding number of hours worked at each hourly rate by the
24 employee.

25 90. At all times relevant to this Complaint, Defendants' failure to pay minimum, regu-
26 lar, and overtime wages for all hours worked, and their failure to pay meal and rest period premi-
27 ums, ensured that Class Members’ wage statements inaccurately reflected gross and net wages
28 earned. Defendants’ failure to compensate all hours worked and/or pay all required overtime

1 rates further left the wage statements they provided to employees to be inaccurate.

2 91. Injury. Defendants knowingly and intentionally failed to comply with Labor Code
3 § 226, causing injury and damage to Plaintiffs and Class Members. Plaintiffs and all those
4 similarly situated were injured by these failures because, among other things, they were confused
5 about whether they were paid properly and/or misinformed about how much compensation was
6 owed to them. These damages include, but are not limited to, costs incurred in calculating the
7 correct gross and net wages earned for each pay period and the amount of employment taxes that
8 were not paid to state and federal tax authorities.

9 92. Relief. Labor Code § 226(e)(1) provides that an employee suffering injury as a result
10 of not being provided with a complete and accurate itemized wage statement is entitled to recover
11 the greater of all actual damages suffered or fifty (\$50) dollars for the initial violation and one
12 hundred (\$100) dollars for each subsequent violation, up to \$4,000. Pursuant to Labor Code §§
13 226(e) and (g), Class Members are further entitled to injunctive relief to ensure Defendants'
14 compliance with Labor Code § 226, as well as attorneys' fees and costs of suit.

15 **SEVENTH CAUSE OF ACTION**

16 ***Labor Code §§ 202, 203, 204, and 210***

17 ***Failure to Pay Wages When Due***

18 **(Plaintiffs and Class Against All Defendants)**

19 93. Plaintiffs repeat and incorporate by reference all the allegations of this Complaint
20 as though fully set forth herein.

21 94. Labor Code § 202 provides, in relevant part, that:

22 If an employee not having a written contract for a definite period quits his or
23 her employment, his or her wages² shall become due and payable not later
24 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

25 ² Labor Code § 200 defines “wages” as “all amounts for labor performed by employees of every
26 description, whether the amount is fixed or ascertained by the standard of time, task, piece, com-
27 mission basis, or other method of calculation.” “Labor” is defined as “labor, work, or service . . .
28 if the labor to be paid for is performed personally by the person demanding payment.” Addition-
ally, in *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal. 5th 93 (2022), the California Supreme
Court recently held that failure to pay premiums for violating the California Labor Code’s meal
and rest break provisions constitutes “wages” for purposes of waiting time penalties.

to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of quitting.

95. Labor Code § 203 provides:

If an employer willfully fails to pay, without abatement or reduction, in accordance with § 201, 201.5, 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.

96. Labor Code § 204 provides that all wages, other than those mentioned in Section 201 and 202, are due and payable twice during each calendar month, on days designated in advance by the employer as regular paydays.

97. Failure to Timely Pay Wages Due. As set forth above, Defendants failed to timely pay the minimum wages, regular wages, overtime wages, meal period premiums, rest period premiums, and other compensation owed as a result of the deficient timekeeping practices and unlawful policies described throughout this Complaint upon regularly scheduled paydays.

98. Relief. Defendants' failure to pay Plaintiffs and those Class Members wages on their regularly scheduled paydays subjects Defendants to civil penalties in the amount of \$100 per employee per initial violation and \$200 per employee for every subsequent violation of Labor Code § 204 pursuant to Labor Code § 210.

99. Failure to Pay Upon Termination. Plaintiffs and many Class Members have left Defendants' employ during the Class Period. As discussed above, Defendants knowingly and willfully failed to pay Plaintiffs and Class Members all their earned wages upon termination or within seventy-two (72) hours of separation. Specifically, Defendants willfully and intentionally refused to pay the earned minimum wages, regular rate wages, overtime wages, meal and/or rest period premiums, and any other earned compensation as alleged herein to Plaintiffs and Class Members in violation of Labor Code §§ 201 and 202. Defendants' failure to pay was willful and intentional, not based on a good faith dispute.

100. Relief. Defendants' failure to pay Plaintiffs and those Class Members who are no

longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employment, violates Labor Code §§ 201 and 202. Plaintiffs and Class Members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a 30-day maximum penalty under Labor Code § 203.

EIGHTH CAUSE OF ACTION

Labor Code §§ 232, 923, and 1197.5(k)

Illegal Restrictions on Discussing Wages

(Plaintiffs and Class Against Defendants)

101. Plaintiffs repeat and incorporate by reference all the allegations of this Complaint as though fully set forth herein.

102. Labor Code § 232 provides that “[n]o employer may do any of the following: (a) require, as a condition of employment, that an employee refrain from disclosing the amount of his or her wages; (b) require an employee to sign a waiver or other document that purports to deny the employee the right to disclose the amount of his or her wages; [or] (c) discharge, formally discipline, or otherwise discriminate against an employee who discloses the amount of his or her wages.” Lab. Code § 232; *see also Grant-Burton v. Covenant Care, Inc.*, 99 Cal.App.4th 1361, 1367, 77 (2002) (“The very purpose of [Section 232] is to protect employees who want to discuss some aspect of their compensation.”).

103. Labor Code § 1197.5(k) provides that “[a]n employer shall not discharge, or in any manner discriminate or retaliate against, any employee by reason of any action taken by the employee to invoke or assist in any manner the enforcement of this section. An employer shall not prohibit an employee from disclosing the employee’s own wages, discussing the wages of others, inquiring about another employee’s wages, or aiding or encouraging any other employee to exercise his or her rights under this section.”

104. Labor Code § 923 protects the rights of employees to organize, including to discuss wages, to negotiate with their employer and otherwise protect their rights under the Labor Code: “[T]he declared purpose of section 923 is to guarantee to individual employees full freedom of

1 self-organization and of association with others for the purpose of collective bargaining or other
2 mutual aid or protection, free from interference or coercion by their employers.” *Gelini v.*
3 *Tishgart*, 77 Cal.App.4th 219, 224 (1999).

4 105. “Any employee who has been discharged, discriminated or retaliated against, in the
5 terms and conditions of their employment because the employee engaged in any conduct
6 delineated in this section may recover in a civil action reinstatement and reimbursement for lost
7 wages and work benefits caused by the acts of the employer, including interest thereon, as well as
8 appropriate equitable relief.” Lab. Code § 1197.5.

9 106. Despite these clear mandates, Defendants required Plaintiffs and Class Members to
10 sign a confidentiality agreement that broadly prohibits disclosure of company information,
11 including policies, procedures, methods, and other internal practices, without prior written
12 authorization. The agreement defines “Confidential Information” to include training materials,
13 policy manuals, and any “process, method, or ‘way of doing things,’” which reasonably
14 encompasses payroll practices, compensation policies, scheduling practices, tip practices, and
15 other matters directly relating to wages and working conditions. Although the agreement includes
16 a limited statement referencing employees’ rights under California law, the breadth and
17 ambiguity of the confidentiality restrictions reasonably discourages employees from discussing
18 wages, compensation practices, and working conditions with coworkers or others, thereby
19 chilling protected activity in violation of Labor Code §§ 232, 923, and 1197.5(k).

20 107. The Class is entitled to appropriate equitable relief, including injunctive relief, as
21 well as actual damages for lost wages and work benefits for Defendants’ illegal conduct.

22 **NINTH CAUSE OF ACTION**

23 ***California Business & Professions Code §§ 17200, et seq.***

24 **Unfair Competition Law**

25 **(Plaintiffs and Class Against Defendants)**

26 108. Plaintiffs repeat and incorporate by reference all the allegations of this Complaint
27 as though fully set forth herein.

28 109. Defendants are "persons" as defined by California Business & Professions Code §

17201, as they are natural persons, corporations, firms, partnerships, joint stock companies, and/or associations.

110. Unlawful Business Practices. Defendants' knowing violations of provisions of the Labor Code and IWC Wage Order No. 5-2001 constitute unlawful business practices as set forth in Business & Professions Code § 17200, *et seq.*

111. Defendants' failure to abide by the laws discussed herein provided Defendants an unfair advantage over their competitors at the expense of their workers. Instead, Defendants cut corners in the name of higher profits and at the expense of employee well-being. Defendants' actions thereby constitute an unfair, fraudulent, and/or unlawful business practice under Business & Professions Code § 17200, *et seq.*

112. Relief. Plaintiffs bring this cause of action seeking equitable and injunctive relief to stop Defendants' willful and ongoing misconduct and to seek restitution of the amounts Defendants acquired through the unfair, unlawful, and fraudulent business practices described herein. In addition, Plaintiffs seek an award of costs and attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

DEMAND FOR JURY TRIAL

Pursuant to California Code of Civil Procedure § 631, Plaintiffs demand a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully pray judgment as follows:

- A. For an Order:
 - a. Certifying the Class;
 - b. Appointing Plaintiffs as representatives of the Class;
 - c. Appointing Plaintiffs' counsel as Class Counsel;
- B. For actual and liquidated damages according to proof at trial;
- C. For statutory and civil penalties and special damages, according to proof at trial;
- D. For pre- and post-judgment interest on monetary damages;
- E. For preliminary and permanent injunctive relief;

1 F. For reasonable attorneys' fees and costs and expert fees and costs as allowed by law;
2 and

3 G. For such other relief as this Court deems just and proper.
4

5 Dated: April 24, 2026

6 Respectfully submitted,
7 **KING & SIEGEL LLP**

8 By: 
9 Elliot J. Siegel, Esq.
10 Melissa R. Rinehart, Esq.
11 Attorneys for Plaintiffs and the Putative Class
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