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 Superior Court of California
 County of Los Angeles
06/25/2026

David W. Slayton, Executive Officer / Clerk of Court
 By: S. Drew Deputy

Attorneys for Plaintiff, JAMES ALCORN and
 on behalf of all others similarly situated

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

JAMES ALCORN, an individual and on
 behalf of all others similarly situated,
 Plaintiff,

v.

CHUBBY CATTLE TOPANGA, LLC, a
 California limited liability company;
 CHUBBY CATTLE ROSEMEAD, LLC, a
 California limited liability company;
 CHUBBY CATTLE PLEASANTON, LLC, a
 California limited liability company;
 CHUBBY CATTLE JAPANESE VILLAGE
 PLAZA, LLC, a California limited liability
 company; CHUBBY CATTLE SHABU SAN
 JOSE, LLC, a California limited liability
 company; CHUBBY CATTLE MILPITAS,
 LLC, a California limited liability company;
 CHUBBY CATTLE ROSEVILLE, LLC, a
 California limited liability company;
 CHUBBY CATTLE SAN DIEGO, LLC, a
 California limited liability company;
 CHUBBY CATTLE SANTA CLARA, LLC, a
 California limited liability company;
 CHUBBY CATTLE CERRITOS, LLC, a
 California limited liability company;
 CHUBBY CATTLE IRVINE, LLC, a
 California limited liability company;
 CHUBBY CATTLE LITTLE TOKYO, LLC,
 a California limited liability company;

CASE NO.: 26STCV12379

**FIRST AMENDED CLASS AND
 REPRESENTATIVE COMPLAINT FOR:**

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO TIMELY PAY WAGES;
8. FAILURE TO INDEMNIFY;
9. FAILURE TO PAY INTEREST ON DEPOSITS;
10. FAILURE TO PRODUCE REQUESTED RECORDS;
11. UNFAIR COMPETITION; and
12. CIVIL PENALTIES UNDER THE LABOR CODE PRIVATE ATTORNEYS'

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CHUBBY CATTLE MONTEREY PARK,
LLC, a California limited liability company;
and CHUBBY CATTLE ROWLAND
HEIGHTS, LLC, a California limited liability
company; and DOES 1 through 100, inclusive,

Defendants.

GENERAL ACT (2004) FOR
VIOLATIONS OF LABOR CODE
SECTIONS 210, 226.3, 351, 558, 1174.5,
1197.1, 1199, AND 2699, *et seq.*

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds \$35,000.00]

1 Plaintiff JAMES ALCORN, on behalf of Plaintiff and all others similarly situated and
2 aggrieved, alleges as follows:

3 **GENERAL ALLEGATIONS**

4 **INTRODUCTION**

5 1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against
6 CHUBBY CATTLE TOPANGA, LLC, and any of its respective subsidiaries or affiliated companies
7 within the State of California (“Topanga”); CHUBBY CATTLE ROSEMEAD, LLC, and any of its
8 respective subsidiaries or affiliated companies within the State of California (“Rosemead”);
9 CHUBBY CATTLE PLEASANTON, LLC, and any of its respective subsidiaries or affiliated
10 companies within the State of California (“Pleasanton”); CHUBBY CATTLE JAPANESE VILLAGE
11 PLAZA, LLC, and any of its respective subsidiaries or affiliated companies within the State of
12 California (“Japanese Village Plaza”); CHUBBY CATTLE SHABU SAN JOSE, LLC, and any of its
13 respective subsidiaries or affiliated companies within the State of California (“Shabu”); CHUBBY
14 CATTLE MILPITAS, LLC, and any of its respective subsidiaries or affiliated companies within the
15 State of California (“Milpitas”); CHUBBY CATTLE ROSEVILLE, LLC, and any of its respective
16 subsidiaries or affiliated companies within the State of California (“Roseville”); CHUBBY CATTLE
17 SAN DIEGO, LLC, and any of its respective subsidiaries or affiliated companies within the State of
18 California (“San Diego”); CHUBBY CATTLE SANTA CLARA, LLC, and any of its respective
19 subsidiaries or affiliated companies within the State of California (“Santa Clara”); CHUBBY
20 CATTLE CERRITOS, LLC, and any of its respective subsidiaries or affiliated companies within the
21 State of California (“Cerritos”); CHUBBY CATTLE IRVINE, LLC, and any of its respective
22 subsidiaries or affiliated companies within the State of California (“Irvine”); CHUBBY CATTLE
23 LITTLE TOKYO, LLC, and any of its respective subsidiaries or affiliated companies within the State
24 of California (“Little Tokyo”); CHUBBY CATTLE MONTEREY PARK, LLC, and any of its
25 respective subsidiaries or affiliated companies within the State of California (“Monterey Park”); and
26 CHUBBY CATTLE ROWLAND HEIGHTS, LLC, and any of its respective subsidiaries or affiliated
27 companies within the State of California (“Rowland Heights”), and any of its respective subsidiaries
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1 or affiliated companies within the State of California (Topanga, Rosemead, Pleasanton, Japanese
2 Village Plaza, Shabu, Milpitas, Roseville, San Diego, Santa Clara, Cerritos, Irvine, Little Tokyo,
3 Monterey Park, Rowland Heights, collectively, with DOES 1 through 100, as further defined below,
4 “Defendants”) on behalf of Plaintiff and all other current and former non-exempt employees in
5 California employed by or formerly employed by Defendants (“Class Members”).

6 2. This is also a representative action, pursuant to the Labor Code Private Attorneys
7 General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against Defendants, and
8 any of its respective subsidiaries or affiliated companies within the State of California as a proxy of
9 the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of
10 Plaintiff and Aggrieved Employees that worked for Defendants during the PAGA Period. Specifically,
11 in connection with any alleged claims for failure to comply with Labor Code sections 200, 201, 202,
12 203, 204, 210, 223, 226, 226.3, 226.7, 351, 353, 404, 432, 432.5, 510, 512, 551, 552, 558, 1174,
13 1174.5, 1182.12, 1194, 1194.2, 1198, 1198.5, 1197, 1197.1, 2800, 2802, 2810.5, 2699, Business and
14 Professions Code section 17200, as well as applicable Wage Orders, Plaintiff seeks to represent all
15 current and former employees that worked for Defendants during the PAGA Period. On all other
16 claims mentioned herein, Plaintiff seeks to represent only non-exempt current and former employees
17 that worked for Defendants during the PAGA Period. Collectively, these employees are herein
18 referred to as “Aggrieved Employees.” The “PAGA Period” refers to one year preceding the date
19 notice was submitted to the LWDA, continuing past the date of notice to the LWDA into perpetuity.

20 **PARTIES**

21 **A. Plaintiff**

22 3. Plaintiff JAMES ALCORN is a resident of the State of California. At all relevant times
23 herein, Plaintiff is informed and believes, and based thereon alleges, that Defendants employed
24 Plaintiff as a non-exempt employee, with duties that included, but were not limited to, serving and
25 assisting customers. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff
26 JAMES ALCORN worked for Defendants from approximately January of 2026 through
27 approximately January of 2026.
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1 **B. Defendants**

2 4. Plaintiff is informed and believes and based thereon alleges that defendant Topanga is,
3 and at all times relevant hereto was, a limited liability company organized and existing under and by
4 virtue of the laws of the State of California and doing business in the County of Los Angeles, State of
5 California. At all relevant times herein, Topanga employed Plaintiff and similarly situated employees
6 within the State of California.

7 5. Plaintiff is informed and believes and based thereon alleges that defendant Rosemead
8 is, and at all times relevant hereto was, a limited liability company organized and existing under and
9 by virtue of the laws of the State of California and doing business in the County of Los Angeles, State
10 of California. At all relevant times herein, Rosemead employed Plaintiff and similarly situated
11 employees within the State of California.

12 6. Plaintiff is informed and believes and based thereon alleges that defendant Pleasanton
13 is, and at all times relevant hereto was, a limited liability company organized and existing under and
14 by virtue of the laws of the State of California and doing business in the County of Los Angeles, State
15 of California. At all relevant times herein, Pleasanton employed Plaintiff and similarly situated
16 employees within the State of California.

17 7. Plaintiff is informed and believes and based thereon alleges that defendant Japanese
18 Village Plaza is, and at all times relevant hereto was, a limited liability company organized and
19 existing under and by virtue of the laws of the State of California and doing business in the County of
20 Los Angeles, State of California. At all relevant times herein, Japanese Village Plaza employed
21 Plaintiff and similarly situated employees within the State of California.

22 8. Plaintiff is informed and believes and based thereon alleges that defendant Shabu is,
23 and at all times relevant hereto was, a limited liability company organized and existing under and by
24 virtue of the laws of the State of California and doing business in the County of Los Angeles, State of
25 California. At all relevant times herein, Shabu employed Plaintiff and similarly situated employees
26 within the State of California.

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1 9. Plaintiff is informed and believes and based thereon alleges that defendant Milpitas is,
2 and at all times relevant hereto was, a limited liability company organized and existing under and by
3 virtue of the laws of the State of California and doing business in the County of Los Angeles, State of
4 California. At all relevant times herein, Milpitas employed Plaintiff and similarly situated employees
5 within the State of California.

6 10. Plaintiff is informed and believes and based thereon alleges that defendant Roseville
7 is, and at all times relevant hereto was, a limited liability company organized and existing under and
8 by virtue of the laws of the State of California and doing business in the County of Los Angeles, State
9 of California. At all relevant times herein, Roseville employed Plaintiff and similarly situated
10 employees within the State of California.

11 11. Plaintiff is informed and believes and based thereon alleges that defendant San Diego
12 is, and at all times relevant hereto was, a limited liability company organized and existing under and
13 by virtue of the laws of the State of California and doing business in the County of Los Angeles, State
14 of California. At all relevant times herein, San Diego employed Plaintiff and similarly situated
15 employees within the State of California.

16 12. Plaintiff is informed and believes and based thereon alleges that defendant Santa Clara
17 is, and at all times relevant hereto was, a limited liability company organized and existing under and
18 by virtue of the laws of the State of California and doing business in the County of Los Angeles, State
19 of California. At all relevant times herein, Santa Clara employed Plaintiff and similarly situated
20 employees within the State of California.

21 13. Plaintiff is informed and believes and based thereon alleges that defendant Cerritos is,
22 and at all times relevant hereto was, a limited liability company organized and existing under and by
23 virtue of the laws of the State of California and doing business in the County of Los Angeles, State of
24 California. At all relevant times herein, Cerritos employed Plaintiff and similarly situated employees
25 within the State of California.

26 14. Plaintiff is informed and believes and based thereon alleges that defendant Irvine is,
27 and at all times relevant hereto was, a limited liability company organized and existing under and by
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1 virtue of the laws of the State of California and doing business in the County of Los Angeles, State of
2 California. At all relevant times herein, Irvine employed Plaintiff and similarly situated employees
3 within the State of California.

4 15. Plaintiff is informed and believes and based thereon alleges that defendant Little Tokyo
5 is, and at all times relevant hereto was, a limited liability company organized and existing under and
6 by virtue of the laws of the State of California and doing business in the County of Los Angeles, State
7 of California. At all relevant times herein, Little Tokyo employed Plaintiff and similarly situated
8 employees within the State of California.

9 16. Plaintiff is informed and believes and based thereon alleges that defendant Monterey
10 Park is, and at all times relevant hereto was, a limited liability company organized and existing under
11 and by virtue of the laws of the State of California and doing business in the County of Los Angeles,
12 State of California. At all relevant times herein, Monterey Park employed Plaintiff and similarly
13 situated employees within the State of California.

14 17. Plaintiff is informed and believes and based thereon alleges that defendant Rowland
15 Heights is, and at all times relevant hereto was, a limited liability company organized and existing
16 under and by virtue of the laws of the State of California and doing business in the County of Los
17 Angeles, State of California. At all relevant times herein, Rowland Heights employed Plaintiff and
18 similarly situated employees within the State of California.

19 18. The true names and capacities, whether individual, corporate, associate, or otherwise,
20 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff, who
21 therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
22 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
23 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff
24 will seek leave of court to amend this complaint to reflect the true names and capacities of the
25 defendants designated hereinafter as DOES when such identities become known.

26 19. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted
27 in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme,
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1 business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally
2 attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to
3 “Defendants,” it shall include Topanga, Rosemead, Pleasanton, Japanese Village Plaza, Shabu,
4 Milpitas, Roseville, San Diego, Santa Clara, Cerritos, Irvine, Little Tokyo, Monterey Park, Rowland
5 Heights, and any of their parent, subsidiary, or affiliated companies within the State of California, and
6 DOES 1 through 100 identified herein.

7 **JOINT LIABILITY ALLEGATIONS**

8 20. Plaintiff is informed and believes and based thereon alleges that all the times
9 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
10 representative, joint venture or co-conspirator of each of the other defendants, either actually or
11 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
12 employment, joint venture, and conspiracy.

13 21. All of the acts and conduct described herein of each and every corporate defendant was
14 duly authorized, ordered, and directed by the respective and collective defendant corporate employers,
15 and the officers and management-level employees of said corporate employers. In addition thereto,
16 said corporate employers participated in the aforementioned acts and conduct of their said employees,
17 agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct
18 of said corporate employees, agents, and representatives, the defendant corporation respectively and
19 collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise
20 approved of each and all of the said acts and conduct of the aforementioned corporate employees,
21 agents and representatives.

22 22. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
23 thereon alleges that Defendants, and each of them, are joint employers.

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JURISDICTION

23. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

24. Venue is proper in Los Angeles County, California pursuant to Code of Civil Procedure sections 392, et seq. because, among other things, Los Angeles County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between Plaintiff and Defendants was due to be performed; the county in which the employment contract, or part of it, between Plaintiff and Defendants was actually performed; and the county in which Defendants reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Class Members in Los Angeles County, and because Defendants employ numerous Class Members in Los Angeles County.

FACTUAL BACKGROUND

25. Defendants knew or should have known Plaintiff and Class Members were entitled to receive wages for all time worked, including regular, overtime, and double times wages. Plaintiff is informed and believes, and thereon alleges Defendants failed to pay Plaintiff and Class Members all wages owed for work required to be performed in violation of California state wage and hour laws.

26. Plaintiff is informed and believes, and thereon alleges, Defendants maintains a practice and/or policy of failing to track all minutes actually worked by Plaintiff and Class Members and failing to pay Plaintiff and Class Members for all minutes worked at the proper rates of pay. Defendants engaged, suffered, or permitted Plaintiff and Class Members to work off the clock, including, without limitation, by requiring Plaintiff and Class Members to complete post-shift tasks after clocking out, such as writing down the amount of tips received after each shift; to suffer under Employer’s control by waiting in long lines to clock in due to the fact there were only two tablets used for clocking in and multiple employees clocked in at once; and to don required uniforms prior to starting their shift. By way of example, Plaintiff, and upon information and belief, Class Members, were required to record the amount of tips they received after clocking out for each shift.

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1 27. Moreover, Defendants detrimentally rounded, edited and/or manipulated time entries
2 so the hours recorded were less than the hours actually worked. Although Defendants did not produce
3 Plaintiff's time records, Plaintiff recalls, and thus thereon alleges, that Defendants failed to pay all
4 overtime earned. For example, Plaintiff worked a double shift but he was not paid all the overtime
5 hours he worked. Upon noticing the discrepancy in pay, Plaintiff requested his time records to
6 compare the hours worked to the hours paid, but Defendants never provided the time records nor
7 corrected the discrepancy.

8 28. Defendants knew or should have known that Plaintiff and Class Members were entitled
9 to receive full, timely thirty (30) minute uninterrupted meal period for days on which they worked
10 more than five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for
11 days on which they worked in excess of ten (10) hours in a work day, yet failed to provide Plaintiff
12 and Class Members with legally complaint meal periods and failed to provide compensation for such
13 unprovided meal periods as required by California wage and hour laws.

14 29. By way of example, Defendants regularly denied Plaintiff and Class Members lawful
15 meal periods by, without limitation, failing to provide meal periods all together; not providing timely
16 meal periods; requiring that employees carry radios during meal periods; not permitting employees to
17 leave the premises; and otherwise requiring on-duty/on-call meal periods.

18 30. Defendants knew or should have known that Plaintiff and Class Members were entitled
19 to receive a full ten-minute, off-duty, uninterrupted rest period for every four (4) hours worked, or
20 major fraction thereof yet failed to authorize and permit Plaintiff and Class Members to take legally
21 complaint rest periods and failed to provide compensation for such unprovided rest periods as required
22 by California wage and hour laws.

23 31. By way of example, Defendants regularly denied Plaintiff and Class Members lawful
24 rest periods by, without limitation, failing to provide rest periods all together.

25 32. Defendants knew or should have known that Plaintiff and Class Members who
26 separated from their employment with Defendants during the statutory period were entitled to timely
27 payment of all wages due. Plaintiff is informed and believes, and thereon alleges, that Defendants
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1 failed to pay Plaintiff and Class Members the full amount of their wages owed to them upon
2 termination and/or resignation as required by Labor Code sections 201 and 202, including for, without
3 limitation, failing to pay overtime wages, minimum wages, and premium wages.

4 33. Defendants knew or should have known that Plaintiff and Class Members were entitled
5 to receive complete and accurate wage statements and failed to abide by the requirements of Labor
6 Code section 226. Plaintiff is informed and believes, and thereon alleges that Defendants failed to
7 furnish Plaintiff and Class Members with itemized wage statements that accurately reflect gross wages
8 earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay
9 period and the corresponding number of hours worked at each hourly rate; and other such information
10 as required by Labor Code section 226, subdivision (a). As a result thereof, Defendants failed to
11 furnish employees with an accurate calculation of gross and gross wages earned, as well as gross and
12 net wages paid.

13 34. Defendants knew or should have known that Plaintiff and Class Members were entitled
14 to receive all wages earned twice during each calendar month, on days designated in advance by
15 Defendants as the regular paydays. Plaintiff is informed and believes, and thereon alleges, Defendants
16 failed to pay Plaintiff and Class Members the full amount of wages earned in a timely fashion as
17 required under Labor Code section 204.

18 35. Defendants knew or should have known that Plaintiff and Class Members were entitled
19 to be reimbursed for necessary expenses incurred in the discharge of their duties. Plaintiff is informed
20 and believes, and thereon alleges, Defendants failed to indemnify Plaintiff and Class Members for the
21 costs incurred for laundering mandatory work uniforms; using cellular phones for work-related
22 purposes; and purchasing equipment necessary to perform work duties such as microphones. In
23 addition, Defendants failed to reimburse deposits made, including uniform deposits, together with all
24 interest owed at the separation of employment in violation of Labor Code sections 404 and 1198.

25 36. Defendants knew or should have known that Plaintiff and Class Members were entitled
26 to the timely payment of wages upon termination. Plaintiff is informed and believes, and thereon
27 alleges, Defendants failed to pay Plaintiff and Class Members, the full amount of their wages owed
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1 to them upon termination and/or resignation as required by Labor Code sections 201 and 202,
2 including for failing to pay overtime wages, minimum wages, and premium wages.

3 37. Defendants knew or should have known that Plaintiff and Class Members were entitled
4 to paid sick leave at their regular rate of pay. Plaintiff is informed and believes, and thereon alleges,
5 Defendants failed to provide Plaintiff and Class Members with the rights provided to them under the
6 Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*

7 38. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
8 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
9 statements and similar payroll documents under Labor Code section 226, documents signed to obtain
10 or hold employment under Labor Code section 432, personnel records under Labor Code section
11 1198.5, time records under Labor Code section 1174, making it difficult for Plaintiff and other
12 Aggrieved Employees to calculate their unpaid wages and/or premium payments. Defendants also
13 failed to provide these documents to Plaintiff and other Aggrieved Employees upon request on
14 February 18, 2026 in violation of these Labor Code sections. Plaintiff and the Aggrieved Employees
15 personally suffered these violations, which in turn would entitle Plaintiff and other Aggrieved
16 Employees to penalties prescribed by Labor Code sections 226 and 1198.5. Defendants would also
17 be liable for civil penalties pursuant to Labor Code sections 558, 1174.5, and 2699. Plaintiff further
18 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
19 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
20 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 39. Plaintiff is further informed and believes, and based thereon alleges that Defendants
22 failed and refused, and continue to fail and refuse, to comply with the notice requirements of Labor
23 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to
24 provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
25 applicable to their employment; any allowances claimed as part of the minimum wage; the regular
26 payday designated by Defendants; the name of the employer, including any "doing business as" names
27 used by the employer; the physical address of the employer's main office and the telephone number
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1 of the employer; the name, address and telephone number of the workers' compensation insurance
2 carrier; information regarding paid sick leave; and other pertinent information required to be disclosed
3 by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that Defendants'
4 failure to provide such information, including rates of pay that are in effect, has permitted Defendants
5 to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime
6 wage laws in California. Plaintiff is informed and believes that failure to provide such information,
7 including rates of pay that are in effect, has permitted Defendants to pay employees at rates of pay
8 that were not agreed upon and violate minimum wage and overtime wage laws in California. Plaintiff
9 is informed and believes that Defendants violated Labor Code sections 1198 and 2810.5. Plaintiff and
10 other Aggrieved Employees personally suffered these violations. Plaintiff is further informed and
11 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
12 malicious, fraudulent, or oppressive. Among other relief, employees may collect from Defendants in
13 connection with these violations' civil penalties pursuant to Labor Code sections 558, 1198 and 2699,
14 or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
15 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

16 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants have or
17 had collected, taken, or received gratuities (or a part thereof) that is paid, given to, or left for Plaintiff
18 and/or Aggrieved Employees by a patron, or deducted amounts from wages due to Employee and/or
19 Aggrieved Employees on account of a gratuity, or required Plaintiff and/or Aggrieved Employees to
20 credit the amount (or a part thereof) of a gratuity against and as part of the wages due to the Plaintiff
21 and/or Aggrieved Employees from the Defendants. In addition, Plaintiff is informed and believes, and
22 based thereon alleges, that Defendants permit and/or permitted patrons to pay gratuities by credit card
23 but failed to pay Plaintiff and/or Aggrieved Employees the full amount of the gratuity that the patron
24 indicated on the credit card slip, without any deductions, for any credit card payment processing fees
25 that may be charged to the employer by the credit card company by not later than the regular payday
26 following the date the patron authorized the credit card. In addition, Defendants failed to keep accurate
27 records of all gratuities received by Defendants and made those open to inspection at all reasonable
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1 hours. Plaintiff is informed and believes that this has resulted in a violation of Labor Code sections
2 351, 353, 1198. As a result, pursuant to Labor Code sections 351 and 353, Plaintiff and other
3 Aggrieved Employees have personally suffered violations thereto and Employer would be liable for
4 civil penalties pursuant to Labor Code sections 351, 353, 1198 and 2699, or injunctive relief under
5 sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based thereon alleges,
6 that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or oppressive.
7 Defendants would further be liable for civil penalties pursuant to Labor Code section
8 2699(f)(2)(B)(ii).

9 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
10 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or Aggrieved
11 Employees to agree, in writing, to terms and conditions known by Defendants (and its agents,
12 managers, superintendents and/or officers) to be prohibited by law, including, without limitation,
13 terms known to be illegal in purported arbitration agreements, and other written documents presented
14 for signature and/or assent to Plaintiff and/or Aggrieved Employees by Defendants. Defendants also
15 required Plaintiff and Aggrieved Employees to inform prospective employers of Employer's
16 restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result, Plaintiff is
17 informed and believes that Defendants violated Labor Code sections 432.5 and 1198. As such,
18 Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other Aggrieved
19 Employees personally suffered these violations, and that Defendants violated, without limitation,
20 Labor Code section 432.5, entitling Plaintiff and other Aggrieved Employees to damages. Plaintiff is
21 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to
22 such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for civil
23 penalties pursuant to Labor Code sections 432.5, 1198, and 2699, or injunctive relief under sections
24 2699(e)(1) and 2699(k). Employer would further be liable for civil penalties pursuant to Labor Code
25 section 2699(f)(2)(B)(ii).

26 42. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, brings this action
27 pursuant, but not limited to, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 404, 510, 512,
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1 558.1, 1194, 1194.2, 1197, 2802, and California Code of Regulations, Title 8, section 11040, seeking
2 overtime wages, minimum wages, payment of premium wages for missed meal and rest periods,
3 failure to pay timely wages, waiting time penalties, wage statement penalties, failure to indemnify
4 work-related expenses, failure to pay interest on deposits made, other such provisions of California
5 law, and reasonable attorneys' fees and costs.

6 43. Plaintiff, on Plaintiff's own behalf and on behalf of Class Members, pursuant to
7 Business and Professions Code sections 17200 through 17208, also seeks (an) injunction(s)
8 prohibiting Defendants from further violating the Labor Code and requiring the establishment of
9 appropriate and effective means to prevent further violations, as well as all monies owed but withheld
10 and retained by Defendants to which Plaintiff and Class Members are entitled, as well as restitution
11 of amounts owed.

12 **CLASS ACTION ALLEGATIONS**

13 44. Plaintiff brings this action on behalf of Plaintiff and Class Members as a class action
14 pursuant to Code of Civil Procedure section 382. Plaintiff seeks to represent a class of all current and
15 former non-exempt employees of Defendants within the State of California at any time commencing
16 four (4) years preceding the filing of Plaintiff's complaint up until the time that notice of the class
17 action is provided to the class (collectively referred to as "Class Members").

18 45. Plaintiff reserves the right under California Rule of Court rule 3.765, subdivision (b)
19 to amend or modify the class description with greater specificity, further divide the defined class into
20 subclasses, and to further specify or limit the issues for which certification is sought.

21 46. This action has been brought and may properly be maintained as a class action under
22 the provisions of Code of Civil Procedure section 382 because there is a well-defined community of
23 interest in the litigation and the proposed Class is easily ascertainable.

24 **A. Numerosity**

25 47. The potential Class Members as defined are so numerous that joinder of all the
26 members of the Class is impracticable. While the precise number of Class Members has not been
27 determined yet, Plaintiff is informed and believes that there are over seventy-five (75) Class Members
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1 employed by Defendants within the State of California.

2 48. Accounting for employee turnover during the relevant periods necessarily increases
3 this number. Plaintiff alleges Defendants' employment records would provide information as to the
4 number and location of all Class Members. Joinder of all members of the proposed Class is not
5 practicable.

6 **B. Commonality**

7 49. There are questions of law and fact common to Class Members. These common
8 questions include, but are not limited to:

- 9 A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours
10 worked at a proper overtime rate of pay?
- 11 B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for
12 all other time worked at the employee's regular rate of pay?
- 13 C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class
14 Members to take compliant meal periods?
- 15 D. Did Defendants violate Labor Code section 226.7 by not providing Class Members
16 with additional wages for missed or interrupted meal periods?
- 17 E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class
18 Members to take compliant rest periods?
- 19 F. Did Defendants violate Labor Code section 226.7 by not providing Class Members
20 with additional wages for missed or interrupted rest periods?
- 21 G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class
22 Members upon termination or resignation all wages earned?
- 23 H. Are Defendants liable to Class Members for waiting time penalties under Labor Code
24 section 203?
- 25 I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing
26 Class Members with accurate wage statements?
- 27 J. Did Defendants fail to pay Class Members in a timely fashion as required under Labor
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Code section 204?

K. Did Defendants fail to indemnify Class Members for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties or by obedience to the directions of Defendants as required under Labor Code section 2802?

L. Did Defendants fail to return deposits made by Class Members with accrued interest thereon as required under Labor Code section 404?

M. Did Defendants violate the Unfair Competition Law, Business and Professions Code section 17200, *et seq.*, by their unlawful practices as alleged herein?

N. Are Class Members entitled to restitution of wages under Business and Professions Code section 17203?

O. Are Class Members entitled to costs and attorneys' fees?

P. Are Class Members entitled to interest?

C. Typicality

50. The claims of Plaintiff herein alleged are typical of those claims which could be alleged by any Class Members, and the relief sought is typical of the relief which would be sought by each Class Member in separate actions. Plaintiff and Class Members sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged herein.

D. Adequacy of Representation

51. Plaintiff will fairly and adequately represent and protect the interest of Class Members. Counsel who represents Plaintiff is competent and experienced in litigating wage and hour class actions.

E. Superiority of Class Action

52. 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 Class Members predominate over any questions affecting only individual Class Members. Class Members, as further described therein, have been damaged and are entitled to

1 recovery by reason of Defendants’ policies and/or practices that have resulted in the violation of the
2 Labor Code, as set out herein.

3 53. Class action treatment will allow Class Members to litigate their claims in a manner
4 that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of
5 any difficulties that are likely to be encountered in the management of this action that would preclude
6 its maintenance as a class action.

7 **PAGA REPRESENTATIVE ALLEGATIONS**

8 54. Plaintiff is an “Aggrieved Employee” under PAGA, as Plaintiff was employed by
9 Defendants during the PAGA Period and suffered the Labor Code violations set forth herein, even if
10 not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks to recover
11 civil penalties under PAGA, plus reasonable attorneys’ fees and costs, for Plaintiff and all other
12 Aggrieved Employees of Defendants during the PAGA Period.

13 55. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
14 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
15 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
16 PAGA allegations described herein is not required.

17 56. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
18 such as Plaintiff to bring a civil action to recover civil penalties pursuant to the procedures specified
19 in Labor Code section 2699.3 on behalf of Plaintiff and all other Aggrieved Employees within the
20 PAGA Period.

21 57. Pursuant to Labor Code section 2699.3, on or around April 16, 2026, Plaintiff provided
22 written notice of Defendants’ violation of various provisions of the Labor Code to the LWDA online
23 and by certified mail, with return receipt requested, to Defendants (“PAGA Notice”).

24 58. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
25 provide notice of its intention to investigate Defendants’ alleged violations within sixty-five (65)
26 calendar days of the PAGA Notice.

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1 59. To the extent Defendants, or either of them, previously used the notice and cure
2 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
3 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
4 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
5 conference process pursuant to section 2699.3(f).

6 60. In the event that Defendants, or either of them, is/are determined to have satisfied
7 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
8 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
9 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

10 61. In the event that Defendants, or either of them, is/are determined to have, prior to this
11 notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
12 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
13 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
14 2699(g)(1)-(3).

15 62. In the event that Defendants, or either of them is/are deemed to have adequately taken
16 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)
17 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
18 Code section 2699(h)(1)-(3).

19 63. In the event, the LWDA and/or a court issued a finding or determination to the
20 Defendants, or either of them, that within five (5) years preceding the date of the PAGA Notice the
21 policies or practices which gave rise to the violations alleged herein were unlawful, Defendants, or
22 any of them, would be subject to heightened penalties pursuant to Labor Code sections
23 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3) and **not** eligible for reduced penalties under either Labor
24 Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the serving of the
25 PAGA Notice. Regardless, Plaintiff alleges Defendants' conduct giving rise to the violations as
26 detailed herein was and is malicious, fraudulent, and/or oppressive, particularly given, among other
27 reasons, Defendants have been sued for these violations in the past. Thus, Defendants, or any of them,
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1 are further subject to increased penalties under Labor Code section 2699(f)(2)(B)(ii) and lack
2 eligibility for reduced penalties under either Labor Code sections 2699(g) or 2699(h).

3 **FIRST CAUSE OF ACTION**

4 **(Failure to Pay Overtime Wages – Against All Defendants)**

5 64. Plaintiff realleges and incorporates by reference all of the allegations contained in the
6 preceding paragraphs as though fully set forth hereat.

7 65. At all relevant times, Plaintiff and Class Members were employees or former
8 employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable
9 Wage Orders.

10 66. At all times relevant to this complaint, Labor Code section 510 was in effect and
11 provided: “(a) Eight hours of labor constitutes a day’s work. Any work in excess of eight hours in
12 one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at
13 the rate of no less than one and one-half times the regular rate of pay for an employee.”

14 67. At all times relevant to this complaint, Labor Code section 510 further provided that
15 “[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
16 the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh
17 day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay.”

18 68. Four (4) years prior to the filing of the complaint in this action through the present,
19 Plaintiff and Class Members worked for Defendants during shifts that consisted of more than eight
20 (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7) consecutive
21 workdays in a workweek, without being paid overtime wages for all hours worked as a result of,
22 including but not limited to, requiring Plaintiff and Class Members to complete post-shift tasks after
23 clocking out, such as writing down the amount of tips received after each shift; to suffer under
24 Employer’s control by waiting in long lines to clock in due to the fact there were only two tablets used
25 for clocking in and multiple employees clocked in at once; and to don required uniforms prior to
26 starting their shift. By way of example, Plaintiff, and upon information and belief, Class Members,
27 were required to record the amount of tips they received after clocking out for each shift.

69. Accordingly, by requiring Plaintiff and Class Members to work greater than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays without properly compensating overtime wages at the proper overtime rate of pay, Defendants, on occasion, willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and applicable IWC Wage Orders, and California law.

70. As a result of the unlawful acts of Defendants, Plaintiff and Class Members have been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and 1199, Code of Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

71. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

72. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

73. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiff and Class Members were entitled to receive minimum wages for all hours worked or otherwise under Defendants' control.

74. For four (4) years prior to the filing of the complaint in this action through the present, Defendants required Plaintiff and Class Members to work off the clock, including, without limitation, by requiring Plaintiff and Class Members to complete post-shift tasks after clocking out, such as writing down the amount of tips received after each shift; to suffer under Employer's control by waiting in long lines to clock in due to the fact there were only two tablets used for clocking in and multiple employees clocked in at once; and to don required uniforms prior to starting their shift. By way of example, Plaintiff, and upon information and belief, Class Members, were required to record the amount of tips they received after clocking out for each shift to the detriment of Plaintiff and Class Members.

75. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

76. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

77. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

78. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

79. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

80. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

81. For four (4) years prior to the filing of the complaint in this action through the present, Plaintiff and Class Members were not provided complete, timely 30-minute, duty-free uninterrupted meal periods every five hours of work without waiving the right to take them, as permitted. Moreover, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of

1 compensation on the occasions that Class Members were not provided compliant meal periods.

2 82. By their failure to provide Plaintiff and Class Members compliant meal periods as
3 contemplated by Labor Code section 512, among other California authorities, and failing to provide
4 compensation for such unprovided meal periods, as alleged above, Defendants willfully violated the
5 provisions of Labor Code section 512 and applicable Wage Orders.

6 83. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
7 suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed
8 for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

9 84. Plaintiff and Class Members are entitled to recover the full amount of their unpaid
10 additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus
11 interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7,
12 Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

13 **FOURTH CAUSE OF ACTION**

14 **(Failure to Provide Rest Periods – Against All Defendants)**

15 85. Plaintiff realleges and incorporates by reference all of the allegations contained in the
16 preceding paragraphs as though fully set forth hereat.

17 86. At all relevant times, Plaintiff and Class Members were employees or former
18 employees of Defendants covered by applicable Wage Orders.

19 87. California law and applicable Wage Orders require that employers “authorize and
20 permit” employees to take ten (10) minute rest periods in about the middle of each four (4) hour work
21 period “or major fraction thereof.” Accordingly, employees who work shifts of three and-a-half (3
22 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts
23 of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest
24 period, and employees who work shifts of more than ten (10) hours must be provided thirty (30)
25 minutes of paid rest period.

26 88. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee
27 with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare
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Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

89. For four (4) years prior to the filing of the complaint in this action through the present, Plaintiff and Class Members were not authorized or permitted to take complete, timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof. Moreover, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not authorized or permitted to take compliant rest periods.

90. By their failure to authorize and permit Plaintiff and Class Members to take rest periods contemplated by California law, and one (1) additional hour of pay at the employee's regular rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 226.7 and applicable Wage Orders.

91. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for rest periods that they were not authorized or permitted to take.

92. Plaintiff and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant rest periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FIFTH CAUSE OF ACTION

(Failure to Pay All Wages Due Upon Termination – Against All Defendants)

93. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

94. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable Wage Orders.

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1 95. Pursuant to Labor Code sections 201 and 202, Plaintiff and Class Members were
2 entitled upon termination to timely payment of all wages earned and unpaid prior to termination.
3 Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge
4 immediately upon termination. Class Members who resigned were entitled to payment of all wages
5 earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they
6 gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the
7 time of resignation.

8 96. Plaintiff is informed and believes, and based thereon alleges, that in the three (3) years
9 before the filing of the complaint in this action through the present, Defendants, due to the failure to
10 provide overtime wages mentioned above, failed to pay Plaintiff and Class Members all wages earned
11 prior to resignation or termination in accordance with Labor Code sections 201 or 202.

12 97. Plaintiff is informed and believes Defendants' failure to pay Plaintiff and Class
13 Members all wages earned prior to termination or resignation in accordance with Labor Code sections
14 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiff and Class
15 Members at the time of termination in accordance with Labor Code sections 201 and 202, but
16 intentionally adopted policies or practices incompatible with the requirements of Labor Code sections
17 201 and 202 resulting in the failure to pay all wages earned prior to termination or resignation.

18 98. Pursuant to Labor Code section 203, Plaintiff and Class Members are entitled to
19 waiting time penalties from the date their earned and unpaid wages were due, upon termination or
20 resignation, until paid, up to a maximum of thirty (30) days.

21 99. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
22 suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned
23 prior to termination or resignation.

24 100. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections
25 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover
26 waiting time penalties, interest, and their costs of suit, as well.

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1 **SIXTH CAUSE OF ACTION**

2 **(Failure to Provide Accurate Wage Statements – Against All Defendants)**

3 101. Plaintiff realleges and incorporates by reference all of the allegations contained in the
4 preceding paragraphs as though fully set forth hereat.

5 102. At all relevant times, Plaintiff and Class Members were employees or former
6 employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

7 103. Pursuant to Labor Code section 226, subdivision (a), Plaintiff and Class Members were
8 entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized
9 statement that accurately reflects, among other things, gross wages earned; total hours worked; net
10 wages earned; all applicable hourly rates in effect during the pay period and the corresponding number
11 of hours worked at each hourly rate, among other things.

12 104. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
13 before the filing of the complaint in this action through the present, Defendants failed to comply with
14 Labor Code section 226, subdivision (a) by adopting policies and practices that resulted in their failure
15 to furnish Plaintiff and Class Members with accurate itemized statements that accurately reflect,
16 among other things, gross wages earned; total hours worked; net wages earned; all applicable hourly
17 rates in effect during the pay period and the corresponding number of hours worked at each hourly
18 rate; among other things.

19 105. Defendants' failure to provide Plaintiff and Class Members with accurate wage
20 statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiff and
21 the other Class Members with accurate wage statements, but willfully provided wage statements that
22 Defendants knew were not accurate.

23 106. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have
24 suffered injury. The absence of accurate information on Class Members' wage statements has delayed
25 timely challenge to Defendants' unlawful pay practices; requires discovery and mathematical
26 computations to determine the amount of wages owed; causes difficulty and expense in attempting to
27 reconstruct time and pay records; and led to submission of inaccurate information about wages and
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1 amounts deducted from wages to state and federal governmental agencies, among other things.

2 107. Pursuant to Labor Code section 226, subdivision (e), Plaintiff and Class Members are
3 entitled to recover \$50 for the initial pay period during the period in which violation of Labor Code
4 section 226 occurred and \$100 for each violation of Labor Code section 226 in a subsequent pay
5 period, not to exceed an aggregate \$4,000.00 per employee.

6 108. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure
7 section 1032, Civil Code section 3287, Plaintiff and Class Members are entitled to recover the full
8 amount of penalties due under Labor Code section 226, subdivision (e), reasonable attorneys' fees,
9 and costs of suit.

10 **SEVENTH CAUSE OF ACTION**

11 **(Failure to Timely Pay Wages During Employment – Against All Defendants)**

12 109. Plaintiff realleges each and every allegation set forth in the preceding paragraphs and
13 incorporate each by reference as though fully set forth hereat.

14 110. At all relevant times, Plaintiff and Class Members were employees or former
15 employees of Defendants covered by Labor Code section 204 and applicable Wage Orders.

16 111. Labor Code section 204 provides that “[l]abor performed between the 1st and 15th days,
17 inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during
18 which the labor was performed, and labor performed between the 16th and the last day, inclusive, of
19 any calendar month, shall be paid for between the 1st and 10th day of the following month.”

20 112. Labor Code section 210, subdivision (a) states that “[i]n addition to, and entirely
21 independent and apart from, any other penalty provided in this article, every person who fails to pay
22 the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and
23 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars
24 (\$100) for each failure to pay each employee” and “(2) For each subsequent violation, or any willful
25 or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25
26 percent of the amount unlawfully withheld.”

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1 113. Plaintiff is informed and believes, and based thereon alleges, that in the one (1) year
2 before the filing of the complaint in this action through the present, Defendants employed policies and
3 practices that resulted in not paying Plaintiff and Class Members in accordance with Labor Code
4 section 204.

5 114. Pursuant to Labor Code section 210, Plaintiff and Class Members are entitled to
6 recover penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred
7 dollars (\$100) for each initial violation per Class Member, and two hundred dollars (\$200) for each
8 subsequent violation in connection with each payment that was made in violation of Labor Code
9 section 204 per Class Member, plus 25 percent of the amount unlawfully withheld.

10 115. Pursuant to Labor Code section 218.6, Code of Civil Procedure sections 1021.5 and
11 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recovery of penalties,
12 interest, and their costs of suit, as well.

13 **EIGHTH CAUSE OF ACTION**

14 **(Failure to Indemnify – Against All Defendants)**

15 116. Plaintiff realleges and incorporates by reference all of the allegations contained in the
16 preceding paragraphs as though fully set forth hereat.

17 117. At all relevant times, Plaintiff and Class Members were employees or former
18 employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

19 118. Labor Code section 2802, subdivision (a) provides that “an employer shall indemnify
20 his or her employee for all necessary expenditures or losses incurred by the employee in direct
21 consequence of the discharge of his or her duties . . .”

22 119. For three (3) years prior to the filing of the complaint in this action through the present,
23 Defendants required Plaintiff and Class Members to incur necessary expenditures or losses in direct
24 consequence of the discharge of their duties or at the obedience to the directions of Defendants that
25 included, without limitation: providing unreturned deposits for mandatory work uniforms; laundering
26 mandatory work uniforms; using cellular phones for work-related purposes; and purchasing
27 equipment necessary to perform work duties such as microphones.
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120. During that time period, Plaintiff is informed and believes, and based thereon alleges that Defendants failed and refused, and still fail and refuse to reimburse Plaintiff and Class Members for those losses and/or expenditures.

121. As a result of Defendants' unlawful conduct, Plaintiff and Class Members have suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-described losses and/or expenditures.

122. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiff and Class Members are entitled to recover reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and costs of suit.

NINTH CAUSE OF ACTION

(Failure to Pay Interest on Deposits – Against All Defendants)

123. Plaintiff realleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

124. At all relevant times, Plaintiff and Class Members were employees or former employees of Defendants covered by Labor Code sections 400 through 410.

125. Pursuant to Labor Code section 404, Defendants were required to immediately return amounts deposited for uniforms with accrued interest when Plaintiff and Class Members returned the required uniforms to Defendants.

126. Plaintiff is informed and believes, and based thereon alleges that for three (3) years prior to the filing of this action through the present, due to policies and practices adopted by Defendants, Defendants violated Labor Code section 404 by failing to immediately return accrued interest on deposits made by Plaintiff and Class Members upon their returning their uniforms to Defendants.

127. As a result of Defendants' conduct, Plaintiff and Class Members have suffered damages in an amount subject to proof, to the extent they were not compensated for accrued interest on amounts deposited for mandatory uniforms upon returning their uniforms to Defendants.

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1 128. Pursuant to Labor Code sections 218, 218.5, and 404, Plaintiff and Class Members are
2 entitled to recover their unpaid accrued interest on uniform deposits, reasonable attorney's fees and
3 costs of suit.

4 **TENTH CAUSE OF ACTION**

5 **(Failure to Produce Requested Records – Against All Defendants)**

6 129. Plaintiff re-alleges and incorporates by reference all of the allegations contained in the
7 preceding paragraphs of this complaint as though fully set forth hereon.

8 130. Pursuant to California Labor Code § 226(b), current and former employees have the
9 right to inspect or receive a copy of their records pertaining to their employment, upon reasonable
10 request to their employer. Under this statute, an employer that receives a request to inspect or receive
11 a copy of records pertaining to a current or former employee must comply with the request as soon as
12 practicable, but no later than twenty-one calendar days from the date of the request.

13 131. Pursuant to California Labor Code § 1198.5(a), every current and former employee, or
14 his or her representative, has the right to inspect and receive a copy of the personnel records that the
15 employer maintains relating to the employee's performance or to any grievance concerning the
16 employee. Under this statute, upon written request from a current or former employee or his or her
17 representative, an employer must make the contents of those personnel records available for inspection
18 or provide a copy of the personnel records to the current or former employee, or his or her
19 representative, not later than thirty calendar days from the date the employer receives the written
20 request, subject to some limited exceptions.

21 132. Plaintiff sent written requests through Plaintiff's counsel on February 18, 2026, to
22 Defendants for Plaintiff's payroll records, timecards, and personnel records. However, Plaintiff has
23 not received all of the requested records as of the date of this complaint, such as time records.

24 133. Plaintiff is informed and believes, and based thereon alleges, that for three (3) years
25 prior to the filing of this action through the present Defendants violated Labor Code sections 226 and
26 1198.5 by failing to produce employment and personnel records upon request.

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1 134. On information and belief, Defendants' failure to provide Plaintiff with all of the
2 requested employment records is not an isolated incident but was instead consistent with Defendants'
3 policy and practice that applied to Plaintiff and Class Members.

4 135. Pursuant to California Labor Code § 226(f) and 1198.5(k), Plaintiff and Class
5 Members are entitled to a penalties of seven hundred fifty dollars (\$750) from Defendants and
6 attorneys' fees and cost.

7 **ELEVENTH CAUSE OF ACTION**

8 **(Unfair Competition – Against All Defendants)**

9 136. Plaintiff realleges and incorporates by reference all of the allegations contained in the
10 preceding paragraphs as though fully set forth hereat.

11 137. Plaintiff is informed and believes and based thereon alleges that the unlawful conduct
12 of Defendants alleged herein constitutes unfair competition within the meaning of Business and
13 Professions Code section 17200. Due to their unlawful business practices in violation of the Labor
14 Code, Defendants have gained a competitive advantage over other comparable companies doing
15 business in the State of California that comply with their obligations to compensate employees in
16 accordance with the Labor Code.

17 138. As a result of Defendants' unfair competition as alleged herein, Plaintiff and Class
18 Members have suffered injury in fact and lost money or property.

19 139. Moreover, as a result of Defendants' unfair competition, as alleged herein, the public
20 has suffered injury. Defendants' Labor Code violations provide them with an unfair competitive
21 advantage against other California employers. Pursuant to Business and Professions Code sections
22 17203 and 17204, Plaintiff seeks public injunctive relief for the benefit of the general public that
23 prohibits Defendants from further violating the Labor Code and requiring the establishment of
24 appropriate and effective means to prevent further violations. This relief benefits Plaintiff only
25 incidentally and as a member of the general public. The primary purpose and effect of this prohibition
26 is to prohibit unlawful acts that threaten future injury to the general public by means of Defendants'
27 unlawful competition with other California employers. (*McGill v. CitiBank, N.A.* (2017) 2 Cal.5th
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1 945, 954; *accord* at 957.)

2 140. As a distinct ground, Plaintiff seeks under Labor Code section 17203 restitution of all
3 wages and other monies owed to them under the Labor Code, including interest thereon, in which
4 Plaintiff and Class Members had a property interest and which Defendants nevertheless failed to pay
5 them and instead withheld and retained for themselves. Restitution of the money owed to Plaintiff
6 and Class Members is necessary to prevent Defendants from becoming unjustly enriched by their
7 failure to comply with the Labor Code.

8 141. Plaintiff and Class Members are entitled to costs of suit under Code of Civil Procedure
9 section 1032 and interest under Civil Code section 3287.

10 **TWELFTH CAUSE OF ACTION**

11 **(Civil Penalties Under the Private Attorneys' General Act (2004) – Against All Defendants)**

12 142. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
13 preceding paragraphs as though fully set forth hereat.

14 **Civil Penalties Under Labor Code § 210**

15 143. At all relevant times herein, Labor Code section 204, requires and required that:
16 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
17 between the 16th and 26th day of the month during which the labor was performed, and labor performed
18 between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st
19 and 10th day of the following month.”

20 144. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
21 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
22 article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204,
23 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial
24 violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each
25 subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each
26 failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

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1 145. At all relevant times herein, Defendants have had a consistent policy or practice of
2 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as per
3 Labor Code section 204 including, without limitation, for the reasons and in a manner set forth in the
4 preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other Aggrieved
5 Employees are entitled to recover as civil penalties injunctive relief and monetary civil penalties in
6 the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial violation per
7 employee, and two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of
8 the amount unlawfully withheld for each Aggrieved Employee for each subsequent violation in
9 connection with each payment that was made in violation of Labor Code section 204.

10 Civil Penalties Under Labor Code § 226.3

11 146. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a) of
12 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
13 employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each
14 violation in a subsequent citation, for which the employer fails to provide the employee a wage
15 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

16 147. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
17 this section are in addition to any other penalty provided by law.”

18 148. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and
19 have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by
20 intentionally failing to furnish Plaintiff and Aggrieved Employees with itemized wage statements that
21 accurately reflect gross wages earned; total hours worked; net wages earned; the name and address of
22 each employer with whom they have been placed to work; all applicable hourly rates in effect during
23 the pay period and the corresponding number of hours worked at each hourly rate; the legal name of
24 the employer and/or the name and address of the legal entity securing the employer’s services if the
25 employer is a farm labor contractor; and other such information as required by Labor Code section
26 226, subdivision (a).

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1 149. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
2 entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision
3 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for
4 the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period
5 for each subsequent violation.

6 Violation of Labor Code § 558

7 150. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person
8 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
9 hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil penalty
10 as follows:

- 11 1) For any initial violation, fifty dollars (\$50) for each underpaid employee and for each
12 pay period for which the employee was underpaid in addition to an amount sufficient
13 to recover underpaid wages;
- 14 2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
15 employee for each pay period for which the employee was underpaid in addition to an
16 amount sufficient to recover underpaid wages;
- 17 3) Wages recovered pursuant to this section shall be paid to the affected employee."

18 151. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and each
19 of them, violated, or caused to be violated, the Labor Code sections and Wage Orders regulating
20 wages, hours and/or days of work as described herein, including but not limited to Labor Code sections
21 203, 226, 226.7, 1194 and 2802.

22 152. As a direct and proximate result of the herein-described Labor Code violations,
23 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
24 civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars
25 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
26 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

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Violation of Labor Code § 1174.5

153. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required every person employing labor in California to “[a]llow any member of the commission or the employees of the Division of Labor Standards Enforcement free access to the place of business or employment of the person to secure any information or make any investigation that they are authorized by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the person.”

154. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required every person employing labor in California to “[k]eep a record showing the names and addresses of all employees employed and the ages of all minors.”

155. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required every person employing labor in California 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 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.”

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

157. Plaintiff is informed and believes, and based thereon alleges, that Defendants have willfully failed to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment

1 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
2 under Labor Code section 1174.

3 158. As a direct and proximate result of the herein-described Labor Code violations,
4 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
5 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
6 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

7 Violation of Labor Code § 1197.1

8 159. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
9 person acting either individually or as an officer, agent, or employee of another person, who pays or
10 causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local
11 law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
12 damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as
13 follows:

- 14 1) For any initial violation that is intentionally committed, one hundred dollars (\$100) for
15 each underpaid employee for each pay period for which the employee is underpaid.
16 This amount shall be in addition to an amount sufficient to recover underpaid wages,
17 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
18 pursuant to Section 203.
- 19 2) For each subsequent violation for the same specific offense, two hundred fifty dollars
20 (\$250) for each underpaid employee for each pay period for which the employee is
21 underpaid regardless of whether the initial violation is intentionally committed. This
22 amount shall be in addition to an amount sufficient to recover underpaid wages,
23 liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed
24 pursuant to Section 203.
- 25 3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section
26 203, recovered pursuant to this section shall be paid to the affected employee."
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1 160. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
2 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants routinely
3 failing to accurately track and/or pay for all minutes actually worked by Plaintiff and Aggrieved
4 Employees at the proper rates of pay, as described above.

5 161. As a direct and proximate result of the herein-described Labor Code violations,
6 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
7 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of one
8 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and two
9 hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each subsequent
10 violation.

11 Civil Penalties Under Labor Code § 2699

12 162. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
13 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and
14 collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
15 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil action
16 brought by an aggrieved employee on behalf of himself or herself and other current or former
17 employees pursuant to the procedures specified in Labor Code section 2699.3.

18 163. Plaintiff is informed and believes, and based thereon alleges that Defendants, and each
19 of them, violated the Labor Code sections described in the preceding paragraphs.

20 164. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one
21 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
22 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period to
23 the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

24 165. Moreover, Plaintiff and other Aggrieved Employees within the State of California
25 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
26 connection with their herein-described claims for civil penalties.

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1 **DEMAND FOR JURY TRIAL**

2 166. Plaintiff demands a trial by jury on all causes of action one (1) through twelve (12)
3 contained herein.

4 **PRAYER**

5 WHEREFORE, on behalf of Plaintiff, Class Members, and Aggrieved Employees, Plaintiff
6 prays for judgment against Defendants as follows:

- 7 A. An order certifying this case as a Class Action;
- 8 B. An Order appointing Plaintiff as Class Representative and appointing Plaintiff's
9 counsel as Class counsel;
- 10 C. Damages for all wages earned and owed, including minimum and overtime wages,
11 under Labor Code sections 510, 558.1, 1194, 1197 and 1199;
- 12 D. Liquidated damages pursuant to Labor Code sections 558.1 and 1194.2;
- 13 E. Damages for unpaid premium wages from missed meal and rest periods under,
14 among other Labor Code sections, 512, 558.1 and 226.7;
- 15 F. Penalties for inaccurate wage statements under Labor Code sections 226, subdivision
16 (e) and 558.1;
- 17 G. Waiting time penalties under Labor Code sections 203 and 558.1;
- 18 H. Penalties for failing to produce records under Labor Code § 226(e) and 1198.5;
- 19 I. Penalties to timely pay wages under Labor Code section 210;
- 20 J. Damages under Labor Code sections 2802 and 558.1;
- 21 K. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5,
22 1197.1, and 2699;
- 23 L. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
24 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 25 M. Damages under Labor Code section 404;
- 26 N. Preliminary and permanent public injunctions under Labor Code section 17200, *et*
27 *seq.* imposed for the benefit of the public prohibiting Defendants from further
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1 violating the California Labor Code and requiring the establishment of appropriate
2 and effective means to prevent future violations, thus permitting proper competition
3 by other California employers;

4 O. Restitution of wages and benefits due which were acquired by means of any unfair
5 business practice, according to proof;

6 P. Prejudgment and post-judgment interest at the maximum rate allowed by law;

7 Q. For attorneys' fees in prosecuting this action;

8 R. For costs of suit incurred herein; and

9 S. For such other and further relief as the Court deems just and proper.

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11 Dated: June 25, 2026

BIBIYAN LAW GROUP, P.C.

12
13 BY: /s/ Vasyl Shkviruk

14 Bevin Pike

Vasyl Shkviruk

15 Attorneys for Plaintiff JAMES ALCORN and on
16 behalf of all others similarly situated
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