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Counsel for Plaintiff

Assigned for All Purposes
Judge Lon F. Hurwitz
Dept. CX103

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

MANUEL E. BARRIOS, an individual, on
behalf of the State of California,

Plaintiff,

v.

2640 W WOODLAND, LLC, a California
limited liability company; and DOES 1
through 10, inclusive,

Defendants.

CASE NO.: 30-2024-01377367-CU-OE-CXC

**REPRESENTATIVE ACTION
COMPLAINT FOR VIOLATION OF THE
CALIFORNIA PRIVATE ATTORNEYS
GENERAL ACT OF 2004**

[California Labor Code § 2698, *et seq.*]

1. Plaintiff Manuel E. Barrios (“Plaintiff”) brings this representative action on behalf of the State of California, pursuant to the California Private Attorneys General Act of 2004 (“PAGA”), against 2640 W Woodland, LLC, and Does 1 through 10, inclusive (“Defendant”). Plaintiff makes the following allegations on information and belief, except as to allegations pertaining to Plaintiff individually, which are based on his personal knowledge.

INTRODUCTION

2. Defendant has implemented common policies and practices that have resulted in systematic violations of California’s Labor Code and the applicable Industrial Welfare Commission (“IWC”) Wage Order(s). Accordingly, Plaintiff, on behalf of the State of California, brings this representative action to recover civil penalties for the California Labor and Workforce Development Agency (“LWDA”), himself, and all other aggrieved employees—i.e., non-exempt employees who worked for Defendant in California during the statute of limitations period—predicated on, *inter alia*, Defendant’s failure to provide legally compliant meal periods and rest breaks and failure to provide compensation for missed and otherwise unlawful meal periods and rest breaks, unpaid regular and overtime compensation, unpaid minimum wages, unlawful sharing in tips and otherwise engaging in an unlawful tip pooling practice, failure to timely pay wages, failure to pay all wages owed and due to discharged or quitting non-exempt employees, failure to maintain required records, failure to provide accurate itemized wage statements, and failure to provide required information at the time of hiring.

JURISDICTION AND VENUE

3. The Superior Court of the State of California has jurisdiction in this matter because Plaintiff is a resident of the State of California and Defendant regularly conducts business in the State of California. No federal question is at issue because Plaintiff's claims are based solely on California law.

4. Venue is proper in this judicial district and the County of Orange because Plaintiff and other aggrieved employees performed work for Defendant in the County of Orange, and a substantial portion of the unlawful actions and omissions, as alleged herein, occurred in the County of Orange.

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1 **THE PARTIES**

2 5. Plaintiff is a resident of the State of California. Plaintiff was employed by Defendant
3 as a security guard, a non-exempt position, from approximately December 2022 to August 2023.

4 6. On information and belief, Defendant 2640 W Woodland, LLC is, and at all times
5 relevant herein, has done business as Imperial Showgirls, a strip club located at 2640 W Woodland
6 Drive, Anaheim, CA 92801.

7 7. The true names and capacities of Does 1 through 10, inclusive, are unknown to
8 Plaintiff at this time, and Plaintiff therefore sues such Defendant under fictitious names. Plaintiff is
9 informed and believes, and thereon alleges, that each Defendant designated as a Doe is in some
10 manner highly responsible for the occurrences alleged herein, and that Plaintiff and other aggrieved
11 employees' injuries and damages, as alleged herein, were proximately caused by the conduct of such
12 Doe Defendant. Plaintiff will seek leave of the Court to amend this Complaint to allege the true
13 names and capacities of such Doe Defendant when ascertained.

14 **REPRESENTATIVE ACTION ALLEGATIONS**

15 8. On October 27, 2023, Plaintiff gave written notice by certified mail, pursuant to
16 California Labor Code § 2699.3, to the LWDA and Defendant, of the specific provisions of the
17 California Labor Code and applicable IWC Wage Orders alleged to have been violated, including the
18 facts and theories to support the alleged violations. Within sixty-five (65) calendar days of the
19 postmark date of Plaintiff's notice letter, the LWDA did not provide notice to Plaintiff that it intends
20 to investigate the alleged violations. Nor did Defendant respond to any of the allegations contained in
21 Plaintiff's notice letter. Therefore, Plaintiff has complied with all the requirements set forth in
22 California Labor Code § 2699.3 to commence a representative action under the PAGA.

23 9. Plaintiff was employed as a non-exempt employee by Defendant during the time
24 period beginning one year and 65 days prior to the filing of this Complaint to the present—i.e., the
25 statute of limitations period. Plaintiff also personally experienced violations of the California Labor
26 Code during his employment with Defendant, as alleged herein. Thus, Plaintiff is an “aggrieved
27 employee” who has standing to assert these claims. *Huff v. Securitas Security Services USA, Inc.*, 23
28 Cal.App.5th 745, 757 (2018) (“For PAGA standing a plaintiff need only have been employed by the

1 violator and affected by ‘one or more’ of the alleged violations. (Sec. 2699, subds. (a), (c)’); *see also*
2 *Holak v. K Mart Corp.*, No. 1:12-cv-00304-AWI-MJS, 2015 WL 2384895, at *5 (E.D. Cal. May 19,
3 2015) (“By the plain language of the statute, an aggrieved employee need only suffer one of the
4 Labor Code violations alleged against his or her employer to be able to bring a PAGA claim on
5 behalf of...employees who suffered any Labor Code violation at the hands of the employer. Plaintiff
6 need not have actually suffered all of the Labor Code violations she alleges to have taken place for
7 purposes of seeking PAGA penalties.”).

8 **FACTUAL ALLEGATIONS**

9 **Failure to Provide Required Meal Periods**

10 **[Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 11]**

11 10. During the statute of limitations period, Defendant has required, permitted or
12 otherwise suffered Plaintiff and other aggrieved employees to perform work during their meal
13 periods, to completely skip their meal periods, to take late and short meal periods, and Defendant has
14 otherwise failed to provide the required meal periods to Plaintiff and other aggrieved employees as
15 required under California Labor Code §§ 226.7, 512, and IWC Wage Order No. 5-2001, § 11.

16 11. Defendant has implemented several common policies and practices that have caused
17 Plaintiff and other aggrieved employees to systematically miss and otherwise take non-compliant
18 meal periods. Among other things, Defendant engaged in gross understaffing, which resulted in
19 overwork and the inability to secure coverage, thereby causing Plaintiff and aggrieved employees to
20 miss or otherwise not be able to take compliant meal periods. Additionally, Defendant did not
21 authorize and permit aggrieved employees to take meal periods or properly schedule meal periods.
22 *See Benton v. Telecom Network Specialists, Inc.*, 220 Cal.App.4th 701, 722-23 (2013) (“*Brinker*
23 made clear that when an employer has not authorized and not provided legally required meal and/or
24 rest breaks, the employer has violated the law and is liable.”).

25 12. As a direct consequence of these common policies and practices, Plaintiff and other
26 aggrieved employees had so much work to complete within their scheduled shifts that they are forced
27 to skip their meal periods altogether, to take them after working longer than five (5) hours, to perform
28 work during their meal periods, or return to work after taking less than a thirty (30) minute meal

period.

13. Plaintiff and other aggrieved employees' time records will reveal meal period violations. *Donohue v. AMN Services, LLC*, 11 Cal.5th 58, 61 (2021) ("we hold that time records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage."). However, not all violations will be reflected in the edited time records, as Defendant has engaged in a practice of editing time records to remove meal period violations. Plaintiff is informed and believes that the original time records are still in existence.

14. In any event, on January 9, 2023, Plaintiff worked a shift of 7.32 hours, but Defendant deprived him of the opportunity to take a timely meal period, as reflected in the following portion of Plaintiff's time records, which show that Plaintiff started his shift at 10:37 a.m., but did not clock out for a meal period until 3:57 p.m., or 5.33 hours into his shift.

Manuel Barrios							
January 6, 2023							
January 7, 2023							
January 8, 2023							
January 9, 2023	2640 W Woodland	10:37AM / 6:30PM Paid 10 min rest break (Paid) - 12 min (12:03pm - 12:15pm) 30 min UNPAID meal break (Unpaid) - 34 min (3:57pm - 4:31pm)	D. Door	15.00	Yes	7.32	7.32 (7 hrs 19 mins)
January 10, 2023	2640 W Woodland	10:36AM / 5:49PM Paid 10 min rest break (Paid) - 12 min (12:23pm - 12:35pm) 30 min UNPAID meal break (Unpaid) - 32 min (2:02pm - 2:34pm) Paid 10 min rest break (Paid) - 12 min (4:27pm - 4:39pm)	D. Door	15.00	Yes	6.65	6.65 (6 hrs 39 mins)
January 11, 2023	2640 W Woodland	6:07PM / 2:30AM Paid 10 min rest break (Paid) - 11 min (7:41pm - 7:52pm) 30 min UNPAID meal break (Unpaid) - 32 min (10:35pm - 11:07pm)	N. Door	15.00	Yes	7.85	7.85 (7 hrs 51 mins)
January 12, 2023							
January 13, 2023							
January 14, 2023	2640 W Woodland	1:07PM / 4:59PM Paid 10 min rest break (Paid) - 14 min (2:34pm - 2:48pm) Unpaid Break - 30 min (4:01pm - 4:31pm)	D. Door	15.00	Yes	3.37	3.37 (3 hrs 22 mins)
January 15, 2023							
January 16, 2023	2640 W Woodland	10:46AM / 6:19PM Paid 10 min rest break (Paid) - 13 min (12:11pm - 12:24pm)	D. Door	15.00	Yes	6.95	6.95 (6 hrs 57 mins)
MB0028							

15. Defendant did not pay Plaintiff a meal period premium payment for this shift, as reflected in the following pay stub for the applicable pay period:

Company Code Loc/Dept Number Page
L57E37 26982187 01/000003 1319469 1 of 1
2640 W Woodland LLC
15651 E Valley Blvd Ste A
City of Industry, CA 91744-3928

Earnings Statement



Period Starting: 07/03/2023
Period Ending: 07/16/2023
Pay Date: 07/21/2023

Taxable Filing Status: [REDACTED]
Exemptions/Allowances: [REDACTED]
Social Security Number: [REDACTED]
Tax Override: Federal: 0.00 Addnl
State: Local:

Manuel E Barrios

Earnings	rate	hours/units	this period	year to date
Regular	15.5000	31.85	493.68	9079.41
Overtime			0.00	9.77
Cash tips			0.00	3.00
Misc pay			0.00	23.70
Gross Pay			\$493.68	\$9,115.88
Statutory Deductions				
			this period	year to date
Federal Income			0.00	166.83
Social Security			-30.60	565.18
Medicare			-7.16	132.18
California State Income			0.00	44.09
California State DI			-4.45	82.04
Voluntary Deductions				
			this period	year to date
Child support 1			0.00	298.04
Net Pay			\$451.47	

Other Benefits and Information	this period	year to date
Sick		
- Carry Over		0.00
- Accrued Hours	1.06	19.63
- Taken Hours	0.00	0.00
- Balance		19.63
Total Hours Worked	31.85	587.83

Deposits	account number	transit/ABA	amount
	[REDACTED]	XXXXXXXX	451.47

Important Notes
Basis of pay: Hourly
10-4384

Your federal taxable wages this period are \$493.68
The accrued hours on your Sick Plan may not be available until your 90th day of employment

2640 W Woodland LLC
15651 E Valley Blvd Ste A
City of Industry, CA 91744-3928

Pay Date: 07/21/2023

Deposited to the account	account number	transit/ABA	amount
Checking DirectDeposit	XXXXXXXXB124	XXXXXXXX	451.47

Manuel E Barrios

MB0053

16. In fact, Defendant never paid Plaintiff a single meal period premium payment. Despite work conditions that systematically result in missed and non-compliant meal periods, and in order to keep labor costs down, Defendant has implemented a policy and practice of never paying meal period premium payments when owed and due. This is a policy and practice that is unlawful and unfair in and of itself. *Safeway, Inc. v. Superior Court*, 238 Cal.App.4th 1138, 1155 (2015).

17. In short, Defendant has also violated California Labor Code §§ 226.7 and § 11 of the applicable IWC Wage Order by failing to compensate Plaintiff and other aggrieved employees who

1 were not authorized and permitted to take a complete, timely, uninterrupted meal period, one
2 additional hour of compensation at the proper regular rate of pay for each workday that such a meal
3 period was not authorized or permitted.

4 **Failure to Provide Required Rest Breaks**

5 **[Cal. Lab. Code §§ 226.7, 512; IWC Wage Order No. 5-2001, § 12]**

6 18. During the statute of limitations period, Defendant has failed to authorize and permit
7 Plaintiff and other aggrieved employees to take rest breaks as required under California Labor Code
8 §§ 226.7 and 512, and IWC Wage Order No. 5-2001, § 12.

9 19. The same common policies and practices that deprive Plaintiff and other aggrieved
10 employees from taking their meal periods, as alleged herein, similarly deprive them of their ability to
11 take their rest breaks. Namely, Defendant did not authorize and permit Plaintiff and other aggrieved
12 employees to take compliant rest breaks. Defendant also engaged in a policy of gross understaffing,
13 which resulted in overwork and the inability to secure coverage, thereby causing Plaintiff and
14 aggrieved employees to miss or otherwise not be able to take compliant rest breaks.

15 20. Plaintiff and other aggrieved employees' time records will reveal rest break violations.
16 *Donohue v. AMN Services, LLC*, 11 Cal.5th 58, 61 (2021) ("we hold that time records showing
17 noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the
18 summary judgment stage.").¹ However, as with meal periods, not all violations will be reflected in the
19 time records, as Defendant has engaged in a practice of editing time records to remove rest break
20 violations.

21 21. In any event, on April 12, 2023, Plaintiff worked a shift of over 8 hours, during which
22 he was entitled to two uninterrupted rest breaks, but Defendant deprived him of the opportunity to
23 take a second rest break, as reflected in the following portion of Plaintiff's time records.

24
25
26
27 ¹ Although *Donohue* pertains to meal periods, the same principle applies to rest periods, where, as
28 here, an employer maintains time records of rest breaks.

Manuel Barrios

Date	Location	In / Out	Rate	Hourly wage	Accrued	Hours	Total hours
April 8, 2023	2640 W Woodland	10:38AM / 7:20PM Paid 10 min rest break (Paid) - 10 min (12:12pm - 12:22pm) 30 min UNPAID meal break (Unpaid) - 33 min (2:39pm - 3:12pm) Paid 10 min rest break (Paid) - 10 min (4:03pm - 4:13pm)	D. Door	15.00	Yes	8.15	8.15 (8 hrs 9 mins)
April 9, 2023	2640 W Woodland	10:35AM / 6:30PM Paid 10 min rest break (Paid) - 10 min (12:17pm - 12:27pm) 30 min UNPAID meal break (Unpaid) - 34 min (2:40pm - 3:14pm) Paid 10 min rest break (Paid) - 10 min (4:47pm - 4:57pm)	D. Door	15.00	Yes	7.35	7.35 (7 hrs 21 mins)
April 10, 2023							
April 11, 2023	2640 W Woodland	10:36AM / 6:30PM Paid Break - 10 min (12:11pm - 12:21pm) Unpaid Break - 30 min (2:38pm - 3:08pm) Paid Break - 10 min (4:52pm - 5:02pm)	D. Door	15.00	Yes	7.40	7.4 (7 hrs 24 mins)
April 12, 2023	2640 W Woodland	5:59PM / 2:30AM Paid Break - 10 min (8:00pm - 8:10pm) 30 min UNPAID meal break (Unpaid) - 30 min (10:07pm - 10:37pm)	N. Door	15.00	Yes	8.02	8.02 (8 hrs 1 mins)
April 13, 2023							
April 14, 2023							
April 15, 2023							
April 16, 2023							
April 17, 2023							

MB0038

22. Defendant did not pay Plaintiff a rest break premium payment for this shift, as reflected in the following pay stub for the applicable pay period:

Company Code Loc/Dept Number Page
L57E37 26982187 01/000003 64350114 1 of 1
2640 W Woodland LLC
15651 E Valley Blvd Ste A
City of Industry, CA 91744-3928

Earnings Statement



Period Starting: 04/10/2023
Period Ending: 04/23/2023
Pay Date: 04/28/2023

Taxable Filing Status: [REDACTED]
Exemptions/Allowances: [REDACTED]
Social Security Number: [REDACTED]
Tax Override: Federal: 0.00 Addnl
State: Local:

Manuel E Barrios

Earnings	rate	hours/units	this period	year to date
Regular	15.5000	42.76	662.78	5621.81
Overtime	23.2500	0.02	0.47	3.96
Misc pay			0.00	23.70
Gross Pay			\$663.25	\$5,649.47
Statutory Deductions			this period	year to date
Federal Income			-13.06	133.48
Social Security			-41.12	350.27
Medicare			-9.62	81.92
California State Income			0.00	38.12
California State DI			-5.97	50.84
Voluntary Deductions			this period	year to date
Child support 1			-13.47	288.46
Net Pay			\$580.01	

Other Benefits and Information	this period	year to date
Sick		
- Carry Over		0.00
- Accrued Hours	1.43	12.17
- Taken Hours	0.00	0.00
- Balance		12.17
Total Hours Worked	42.78	364.51

Important Notes
Basis of pay: Hourly
10-4384

Your federal taxable wages this period are \$663.25
The accrued hours on your Sick Plan may not be available until your 90th day of employment

2640 W Woodland LLC
15651 E Valley Blvd Ste A
City of Industry, CA 91744-3928

Payroll Check Number: 64350114
Pay Date: 04/28/2023

90-477/1222

Pay to the order of: Manuel E Barrios
This amount: FIVE HUNDRED EIGHTY AND 01/100 \$580.01

THIS IS NOT A CHECK
VOID - NON NEGOTIABLE VOID - NON NEGOTIABLE

Wells Fargo Bank,
N.A.
5401 California Avenue
Bakersfield, CA 93309

Manuel E Barrios

MB0059

23. In fact, Defendant never paid Plaintiff a single rest period premium payment. Despite work conditions that systematically result in missed and non-compliant rest breaks, and to keep labor costs down, Defendant has implemented a policy and practice of never paying rest break premium payments when owed and due. This is a policy and practice that is unlawful and unfair in and of itself. *Safeway, Inc. v. Superior Court*, 238 Cal.App.4th 1138, 1155 (2015).

24. In short, Defendant has also violated California Labor Code §§ 226.7 and § 12 of the applicable IWC Wage Order by failing to compensate Plaintiff and other aggrieved employees who were not authorized and permitted to take a rest break, one additional hour of compensation at the proper regular rate of pay for each workday that such a rest break was not authorized or permitted.

1 **Failure to Pay Overtime Wages**

2 **[Cal. Lab. Code §§ 510, 1194, 1198; IWC Wage Order No. 5-2001, § 3]**

3 25. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 5-2001, §
4 3, employers are required to compensate Plaintiff and other aggrieved employees for all overtime,
5 which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in
6 excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on
7 the seventh consecutive workday, with double time for all hours worked in excess of twelve (12)
8 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh
9 consecutive day of work in any workweek.

10 26. During the statute of limitations period, Defendant failed to compensate Plaintiff and
11 other aggrieved employees for all overtime hours worked as required under the foregoing provisions
12 of the California Labor Code and IWC Wage Order by, among other methods, requiring, permitting
13 or suffering Plaintiff and other aggrieved employees to work off-the-clock, including *inter alia*,
14 during meal periods and rest breaks, but not compensating them for this time, inaccurately recording
15 time in which Plaintiff and other aggrieved employees worked, requiring, permitting or suffering
16 aggrieved employees to work off-the-clock (including systematically clocking them out but requiring
17 them to continue working); requiring, suffering, or permitting aggrieved employees to work through
18 meal and rest periods but not compensating them for this time, and failing to include this time in all
19 hours worked; maintaining inaccurate records of time worked (including systematically adjusting
20 time records to avoid payment of overtime wages and to conceal meal and rest break violations and
21 work performed during these breaks); and other methods to be discovered.

22 27. Defendant has knowingly and willfully refused to perform its obligations to
23 compensate Plaintiff and other aggrieved employees for all wages earned and all hours worked in
24 violation of California Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 1-2001, § 3.

25 **Failure to Minimum Wages**

26 **[Cal. Lab. Code §§ 1194, 1197; IWC Wage Order No. 5-2001, § 4]**

27 28. Pursuant to California Labor Code §§ 1194, 1197, and § 4 of the applicable IWC
28 Wage Order, payment to an employee of less than the applicable minimum wage for all hours worked

1 in a payroll period is unlawful.

2 29. During the statute of limitations period, Defendant has paid Plaintiff and other
3 aggrieved employees at or slightly above minimum wage. For example, Defendant paid Plaintiff
4 \$15.50 per hour in 2023, which is precisely the minimum wage in California. This practice, in
5 conjunction with the fact that Defendant has required, suffered, or permitted Plaintiff and other
6 aggrieved employees to work off-the-clock, including during meal periods and rest breaks, but not
7 compensated them for this time, unlawfully and inaccurately recorded time that Plaintiff and other
8 aggrieved employees worked, and other methods to be discovered, has resulted in the systematic
9 underpayment of minimum wages.

10 **Unlawful Tip Pooling**

11 **[Cal. Lab. Code § 351]**

12 30. California law provides that voluntary tips left for an employee for services performed
13 belong to the employee and not the employer. Specifically, Cal. Lab. Code § 351 provides: “No
14 employer or agent shall collect, take or receive any gratuity or a part thereof that is paid, given to, or
15 left for an employee by a patron ... Every gratuity is hereby declared to be the sole property of the
16 employee or employees to whom it was paid, given, or left for.”

17 31. Defendant has violated Cal. Lab. Code § 351, and otherwise engaged in an unlawful
18 tip pooling practice, by sharing in tips left to aggrieved employees by patrons. Patrons of Imperial
19 Showgirls leave tips to the dancers, who are then required to tip out other employees, including
20 Plaintiff. However, Defendant, including its managing agents, unlawfully share in tips left for service
21 employees, such as dancers, DJs, bartenders, and security guards.

22 **Failure to Timely Pay Wages During Employment**

23 **[Cal. Lab. Code § 204]**

24 32. Pursuant to California Labor Code § 204, for all labor performed between the 1st and
25 15th days of any calendar month, employers are required to pay their nonexempt employees between
26 the 16th and 26th day of the month during which the labor was performed. California Labor Code §
27 204 also provides that for all labor performed between the 16th and 26th days of any calendar month,
28 Employers are required to pay their non-exempt employees between the 1st and 10th day of the

1 following calendar month. In addition, California Labor Code § 204 provides that all wages earned
2 for labor in excess of the normal work period shall be paid no later than the payday of the next
3 regular payroll period.

4 33. During the statute of limitations period, Defendant has knowingly and willfully failed
5 to timely pay Plaintiff and other aggrieved employees all the wages for labor performed by the next
6 regular payroll period as required by California Labor Code § 204.

7 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

8 **[Cal. Lab. Code §§ 201-203]**

9 34. Pursuant to California Labor Code §§ 201, 202 and 203, employers are required to pay
10 all earned and unpaid wages to an employee who is discharged. California Labor Code § 201
11 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at
12 the time of discharge are due and payable immediately.

13 35. Furthermore, pursuant to California Labor Code § 202, employers are required to pay
14 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
15 employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in
16 which case the employee is entitled to his or wages at the time of quitting.

17 36. California Labor Code § 203 provides that if an employer willfully fails to pay, in
18 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
19 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
20 compensation to the employee at the same rate for up to 30 workdays.

21 37. During the statute of limitations period, Defendant has willfully failed to pay accrued
22 wages and other compensation to Plaintiff and other aggrieved employees in accordance with
23 California Labor Code §§ 201 and 202. Because Defendant has failed and continue to fail to properly
24 compensate Plaintiff and other aggrieved employees for all hours worked when due, overtime wages,
25 and compensation for non-compliant meal periods and rest breaks, Defendant has also willfully failed
26 and continue to fail to pay accrued wages and other compensation to Plaintiff and other aggrieved
27 employees in accordance with California Labor Code §§ 201 and 202.

28 ///

1 **Failure to Maintain Required Records**

2 **[Cal. Lab. Code §§ 226(a), 1174(d); IWC Wage Order No. 5-2001, § 7]**

3 38. During the relevant statute of limitations period, Defendant has knowingly and
4 intentionally failed to maintain records as required under California Labor Code §§ 226(a) and
5 1174(d) and IWC Wage Order No. 5-2001, § 7, including but not limited to, the following records:
6 total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods;
7 time records showing when each employee begins and ends each work period; and accurate itemized
8 statements. Moreover, Defendant has failed to provide non-exempt employees with proper meal
9 periods and rest breaks, but it omits from the wage statements such compensation and/or
10 remuneration owed and due. Additionally, Defendant has required non-exempt employees to work
11 off-the-clock but fails to record this time or compensate them for this time, which invariably results
12 in inaccurate time and payroll records.

13 **Failure to Furnish Accurate Itemized Wage Statements**

14 **[Cal. Lab. Code § 226(a); IWC Wage Order No. 5-2001, § 7]**

15 39. During the relevant statute of limitations period, Defendant has routinely failed to
16 provide Plaintiff and other aggrieved employees with timely and accurate itemized wage statements.
17 Defendant's pay stubs violate California Labor Code § 226 in that Defendant has not provided
18 Plaintiff and other aggrieved employees with proper meal periods and rest breaks but failed to include
19 in their wage statements one (1) additional hour of compensation at their regular rates of pay for each
20 missed or non-compliant meal or rest period. *See Naranjo v. Spectrum Sec. Servs., Inc.* (2022) 13
21 Cal.5th 93, 972 ("failure to report premium pay for missed breaks can support monetary liability
22 under section 226 for failure to supply an accurate itemized statement reflecting an employee's gross
23 wages earned, net wages earned, and credited hours worked."). In addition, Defendant does not
24 properly pay aggrieved employees' overtime wages owed and due to them, resulting in accurate wage
25 statements. Defendant also suffers and permits aggrieved employees to work off-the-clock without
26 compensation, yet such compensation and/or remuneration is not listed on the wage statements, nor
27 are all deductions from wages listed. Further, Defendant has failed to accurately list the address of the
28 legal entity that is the employer, in violation of Cal. Lab. Code § 226(a)(8). Specifically, the address

1 listed on aggrieved employees' pay stubs is "15651 E Valley Blvd Ste A City of Industry, CA 91744-
2 3928". *See supra* paragraphs 15 and 22 (images of pay stubs). However, Defendant's legal address,
3 and the address where aggrieved employees worked, is "2640 W Woodland Dr. Anaheim, CA
4 92801", as reflected in the following Statement of Information from the California Secretary of State
5 website:



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
LIMITED LIABILITY COMPANY
California Secretary of State
1500 11th Street
Sacramento, California 95814
(916) 653-3516

For Office Use Only

-FILED-

File No.: BA20220324475

Date Filed: 6/3/2022

Entity Details	
Limited Liability Company Name	2640 W WOODLAND, LLC
Entity No.	201814910161
Formed In	CALIFORNIA
Street Address of Principal Office of LLC	
Principal Address	2640 W WOODLAND DR ANAHEIM, CA 92801
Mailing Address of LLC	
Mailing Address	2640 W WOODLAND DR ANAHEIM, CA 92801
Attention	
Street Address of California Office of LLC	
Street Address of California Office	2640 W WOODLAND DR ANAHEIM, CA 92801

19 40. To conceal its wage theft, Defendant knowingly and intentionally failed to provide
20 Plaintiff and other aggrieved employees with timely and accurate itemized wage statements in
21 accordance with California Labor Code § 226(a) IWC Wage Order No. 5-2001 § 7.

Failure to Provide Required Information at Time of Hiring

[Cal. Lab. Code § 2810.5]

24 41. California Labor Code § 2810.5 requires employers in California to provide written
25 notice at the time of hiring of certain employment-related information, as follows.

26 “(A) The rate or rates of pay and basis thereof, whether paid by the hour, shift, day, week,
27 salary, piece, commission, or otherwise, including any rates for overtime, as applicable.
28

1 (B) Allowances, if any, claimed as part of the minimum wage, including meal or lodging
2 allowances.

3 (C) The regular payday designated by the employer in accordance with the requirements of
4 this code.

5 (D) The name of the employer, including any “doing business as” names used by the
6 employer.

7 (E) The physical address of the employer’s main office or principal place of business, and a
8 mailing address, if different.

9 (F) The telephone number of the employer.

10 (G) The name, address, and telephone number of the employer’s workers’ compensation
11 insurance carrier.

12 (H) That an employee: may accrue and use sick leave; has a right to request and use accrued
13 paid sick leave; may not be terminated or retaliated against for using or requesting the use of
14 accrued paid sick leave; and has the right to file a complaint against an employer who
15 retaliates.

16 (I) Any other information the Labor Commissioner deems material and necessary.”

17 42. During the statute of limitations period, Defendant has failed to comply, with
18 California Labor Code § 2801.5 because it simply did not provide Plaintiff and other aggrieved
19 employees with notice of the required information set forth above at the time of their hiring, or any
20 other time during their employment.

21 **FIRST CAUSE OF ACTION**

22 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

23 **[Cal. Lab. Code § 2698, *et seq.*]**

24 ***(Against all Defendants)***

25 43. Plaintiff incorporates herein by specific reference, as though fully set forth, the
26 allegations in paragraphs 1 through 42.

27 44. Plaintiff is an “aggrieved employee” within the meaning of California Labor Code §
28 2699(c), and a proper representative to bring a civil action on behalf of himself and other current and
former non-exempt employees of Defendant pursuant to the procedures specified in California Labor
Code § 2699.3, because Plaintiff was employed by Defendant and one or more of the alleged

1 California Labor Code violations was committed against Plaintiff during the statute of limitations
2 period.

3 45. Pursuant to California Labor Code § 2699, Plaintiff seeks to recover civil penalties
4 under the PAGA, for Defendant's violations of the provisions of the California Labor Code and IWC
5 Wage Order alleged herein.

6 46. All civil penalties sought and recovered under this action will be allocated as follows:
7 seventy-five (75) percent to the State of California and twenty-five (25) percent to Plaintiff and
8 aggrieved employees.

9 47. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to California
10 Labor Code § 2699(g)(1).

11 **PRAYER FOR RELIEF**

12 **WHEREFORE**, Plaintiff, on behalf of himself and the State of California, prays for relief
13 against Defendant as follows:

- 14 1. For civil penalties pursuant to California Labor Code § 2699 according to proof;
15 2. For reasonable attorneys' fees and costs pursuant to California Labor Code §
16 2699(g)(1), California Code of Civil Procedure § 1021.5, and/or any other applicable provisions
17 providing for attorneys' fees and costs; and
18 3. For such further relief that the Court may deem just and proper.
19

20 DATED: February 2, 2024

THE WAND LAW FIRM, P.C.

21 

22 By: _____

23 Aubry Wand

24 *Counsel for Plaintiff*
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27
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